

# City of Cincinnati

801 Plum Street Cincinnati, OH 45202

### Agenda - Final

## **Budget and Finance Committee**

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

Monday, November 29, 2021

1:00 PM

Council Chambers, Room 300

#### **AGENDA**

1. 202103115 MOTION, submitted by Councilmembers Seelbach, Sundermann,

Kearney and Young, WE MOVE that the Administration immediately begin a thorough review of President Joe Biden's Infrastructure

Investment & Jobs Act, a part of the Build Back Better Plan. This review

should serve to prepare the City for any and all opportunities to

capitalize on the maximum amount of eligible funding that will become available through its passage, and put the city in competitive position to apply for grants and receive other funds as they become available in the coming months. WE FURTHER MOVE the Administration return with a report to council, summarizing all aspects of the bill that could impact Cincinnati, if any policy direction is required for the administration to maximize its funding & grant applications, and how the administration

plans to prepare applications (including the need to identify potential matching funds) so that Cincinnati taxpayers receive the greatest impact for urban infrastructure improvements. This review should be completed

in approximately 45 days.

Sponsors: Seelbach, Sundermann, Kearney and Young

Motion 202103115 Attachments:

2. ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City 202103105

> Manager, on 11/17/2021, AUTHORIZING the City Manager to execute a Fifth Amendment to Contract between the City of Cincinnati and the City

of Reading, Ohio.

Sponsors: City Manager

Attachments: **Transmittal** 

> Ordinance **Attachment**

3. <u>202103106</u> ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 11/17/2021, AUTHORIZING the City Manager to execute a Water Service Agreement between the City of Cincinnati and the Village

of Glendale, Ohio.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance
Attachment

**4.** 202103107 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 11/17/2021, AUTHORIZING the City Manager to execute a Seventh Amendment to Water Contract between the City of Cincinnati

and the Village of Addyston, Ohio.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance
Attachment

**5.** 202103110 ORDINANCE submitted by Paula Boggs Muething, City Manager, on

11/17/2021, ESTABLISHING a new capital improvement program project account no. 980x981x222532, "Fleet Replacements - Obsolete," for the purpose of acquiring automotive and motorized equipment funded by sale proceeds of obsolete automotive and motorized equipment; AUTHORIZING the transfer and appropriation of the sum of

\$705,482.97 from the unappropriated surplus of Miscellaneous
Permanent Improvement Fund 757 to newly established capital

improvement program project account no. 980x981x222532, "Fleet Replacements - Obsolete"; ESTABLISHING a new capital improvement program project account no. 980x256x222533, "Fleet Services

Maintenance Equipment," for the purpose of acquiring automotive maintenance equipment necessary to support Fleet Services Maintenance operations; and AUTHORIZING the transfer and

appropriation of the sum of \$100,000 from the unappropriated surplus of

Miscellaneous Permanent Improvement Fund 757 to capital

improvement program project account no. 980x256x222533, "Fleet

Services Maintenance Equipment."

**Sponsors:** City Manager

**Attachments:** 

Transmittal
Ordinance

**6.** <u>202103111</u> ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 11/17/2021, AUTHORIZING the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$25,000 from the Ohio Department of Natural Resources Canopy Restoration Grant Program for the purpose of providing funding for the restoration and improvement of urban forests, specifically in the Lower Price Hill

and Queensgate neighborhoods; and AUTHORIZING the Finance Director to deposit the grant funds into Urban Forestry Fund 428.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

<u>Ordinance</u>

Attachment

7. 202103112 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 11/17/2021, DECLARING improvements to certain real property located at 312 Main Street in the Central Business District of Cincinnati, to be constructed pursuant to a Development Agreement between the City of Cincinnati and Fort Wash Hills, LLC, to be a public purpose and exempt from real property taxation for a period of 30 years

pursuant to Section 5709.41 of the Ohio Revised Code.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

Ordinance Exhibit A

**8.** 202103113 ORDINANCE submitted by Paula Boggs Muething, City Manager, on

11/17/2021, ESTABLISHING priority order of property tax exemptions granted for parcels of real property located at 312 Main Street in the Central Business District of Cincinnati, within Cincinnati's Downtown South/Riverfront District Incentive District, in connection with a

development undertaken by Fort Wash Hills, LLC.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

> Ordinance Attachment A

**9.** 202103149 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 11/29/2021, AUTHORIZING the City Manager to execute a Property Sale and Development Agreement with KeyMark QALICB LLC,

an affiliate of College Hill Community Urban Redevelopment Corporation and 8K Construction Company, LLC, for the sale of

City-owned real property located at 1537 Marlowe Avenue in the College

Hill neighborhood of Cincinnati, for the construction of certain

improvements to the public parking lot located thereon.

**Sponsors:** City Manager

**Attachments:** Transmittal

Ordinance
Attachment

Items Referred for a Report

MOTION, dated 9/27/2021, submitted by Councilmember Kearney, WE MOVE that the City set aside funds in the Fiscal Year 2021 budget to repair and/or upgrade the following city roadways, including the provision of traffic calming devices and better grading to prevent accidents: Reading Road (From Avondale through Bond Hill and then Roselawn), Glenway, Elberon (near Mt. Echo Park), Erie (by District 2), Sycamore Hill in Mt. Auburn, and Paddock Road between Reading

Road and Tennessee Avenue.

**Sponsors:** Kearney

<u>Attachments:</u> <u>Motion - Kearney</u>

11. 202102306 MOTION, dated 6/15/2021, submitted by Councilmember Kearney, WE

MOVE that the City of Cincinnati allocate \$2.5 million from the Fleet Replacement funds in the capital budget to remove the West Fork Incinerator in South Cumminsville. These bonded capital dollars should be allocated from the 40% portion of the fleet replacement funds that

are not allocated to police and fire vehicles.

<u>Sponsors:</u> Kearney

Attachments: Motion 202102306

#### Rule 7.14 - Sunset of Prior Legislative Matters

**12.** <u>201800068</u> MOTION, submitted by Councilmember Mann, MOVE that the

Administration provide a report on fees paid to the city by community council, CDCs, and neighborhood business association for special events permits, Park department permits and all other event related

permits. FURTHER MOVE that the Administration make

recommendations to Council on options to defray the cost of these fees

for neighborhood organizations. FURTHER MOVE that the

Administration institute a policy that permits neighborhood organizations who contract with the city through the Neighborhood Support Program to save the funds they receive for use on projects in the next subsequent

contract year.

<u>Sponsors:</u> Mann <u>Attachments:</u> Motion

**13.** 201800188 COMMUNICATION, submitted by Councilmember Mann, from Rev.

William N. Tate, Vice President, The Black Wall Street Cooperative,

regarding Committee on Reinvestment.

Sponsors: Mann

**Attachments:** Communication

File Summary

**14.** 201800208 MOTION, dated 02/07/2018, submitted by Councilmembers Mann,

Seelbach, Young, Sittenfeld and Vice Mayor Smitherman, WE MOVE that any ordinance providing development incentives; infrastructure funding; a zone change; or any other city support for a stadium for FC Cincinnati include an enforceable community benefits agreement (CBA) representing the result of thorough, good faith engagement and

negotiations with community members from the neighborhood in which the stadium will be built and from nearby neighborhoods also impacted. WE FURTHER MOVE that the CBA should include consideration of provisions that address community goals and concerns including, but not limited to: (BALANCE OF MOTION ON FILE) (STATEMENT

ATTACHED)

**Sponsors:** Mann, Seelbach and Smitherman

<u>Attachments:</u> <u>Motion</u>

File Summary

**15.** 201800261 REPORT, dated 2/14/2018, submitted by Harry Black, City Manager,

regarding Divestment of Private Prisons and the Cincinnati Retirement System. (SEE DOCUMENT #201701311 FOR ADOPTED MOTION)

**Sponsors:** City Manager

<u>Attachments:</u> Prison Divestment Transmittal

**Prison Divestment Attachment** 

File Summary

**16.** <u>201800367</u> MOTION, submitted by Councilmember Mann, MOVE that City

Administration report on its bedbug policy and what steps it can take to follow Chicago's lead in implementing comprehensive reforms, including enhanced requirements, for landlord responsibility to reduce the number

of bedbug infestations in Cincinnati. (STATEMENT ATTACHED)

<u>Sponsors:</u> Mann <u>Attachments:</u> <u>Motion</u>

File Summary

**17.** <u>201800373</u> COMMUNICATION, submitted by Councilmember Young, from Paul

Barthel, regarding Lead Hazard.

**Sponsors:** Young

<u>Attachments:</u> Communication

File Summary

**18.** 201800431 REPORT, dated 3/14/2018, submitted by Harry Black, City Manager,

regarding Committee on Reinvestment. (SEE DOCUMENT #201800188

FOR COMMUNICATION)

**Sponsors:** City Manager

<u>Attachments:</u> Committee on Reinvestment Transmittal

File Summary

**19.** 201800479

ORDINANCE, (EMERGENCY) submitted by Councilmember Mann, from Paula Boggs Muething, City Solicitor on 3/14/2018, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to require owners of property to obtain licenses to rent out property does not meet the definition of other types of transient property under the Cincinnati Municipal Code, which conduct is therefore not currently monitored, regulated, or licensed by the City.

Sponsors: Mann

**Attachments:** Transmittal

Ordinance File Summary

**20.** <u>201800481</u> REPORT, dated 3/21/2018, submitted by Harry Black, City Manager,

regarding Fees Paid to the City - Special Event Permits. (SEE

MOTION, submitted by Councilmember Mann, WE MOVE that the

DOCUMENT #201800068 FOR MOTION)

**Sponsors:** City Manager

<u>Attachments:</u> Fees Paid - Special Event Permit Transmittal

Fees Paid - Special Event Permit Attachment

File Summary

**21.** 201800509

Administration provide a funding estimate for installing diaper changing tables in women's and men's restrooms in every Cincinnati Recreation Commission Recreation Center. WE FURTHER MOVE that the Administration provide a funding estimate for designating a space, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used by an employee or by a member of the public to express breast milk in every Cincinnati Recreation Commission Recreation Center; WE FURTHER MOVE in partnership with the Cincinnati Parks Department, that the Administration also provide a funding estimate of installing diaper changing tables in the men's and women's restrooms in Cincinnati parks; WE FURTHER MOVE in partnership with the Cincinnati Parks Department, that the Administration provide a funding estimate for designating spaces, other than a bathroom, in every Cincinnati park that is shielded from view and free from intrusion from coworkers or the public, which may be used by an employee or member of the public to express breast milk; WE FURTHER MOVE, in partnership with the Cincinnati Parks Department, that the Administration report on the parks with the highest traffic that would most benefit from installation of changing tables and breast-feeding stations with the aim of

implementing these installations in a phased approach. (STATEMENT

ATTACHED)

<u>Sponsors:</u> Mann <u>Attachments:</u> <u>Motion</u>

File Summary

22. 201800510 REQUEST, submitted by Councilmember Mann, from Corryville

Community Council, regarding 2018-2019 Community Budget Request.

Sponsors: Mann

**Attachments:** Communication

File Summary

**23.** <u>201800556</u> COMMUNICATION, submitted by Councilmember Mann, from Bruce

Flyer and Joe Savarise, regarding short-term online rentals business in

the city.

**Sponsors:** Mann

<u>Attachments:</u> <u>Communication</u>

File Summary

**24.** 201800597 COMMUNICATION, submitted by Councilmember Landsman, from

Mounir Lynch regarding raising the minimum age to purchase Tobacco

to 21 years old.

**Sponsors:** Landsman

**Attachments:** Communication

File Summary

25. 201800600 COMMUNICATION, submitted by Councilmember Seelbach, from

Andrew Van Sickel, regarding Jeff Berding/West End/FCC

Cincinnati/HUD and CMHA Violations.

Sponsors: Seelbach

**Attachments:** Communication

File Summary

**26.** 201800679 COMMUNICATION, submitted by Councilmember Mann, from Jerry C.

Fletcher, MAI, ASA, regarding his application requesting to be approved

as a general real estate appraiser for the City of Cincinnati.

Sponsors: Mann

**Attachments:** Communication

File Summary

27. 201800860 MOTION, submitted by Councilmember Mann, WE MOVE that the City

pursue the goal of eliminating charges for Streetcar ridership. WE FURTHER MOVE that, as a first step, commercial and residential parking requirements in the Downtown and Over-the-Rhine (OTR) neighborhoods be waived for any developer who contributes 40% of

what would have been its required parking investment into a "Parking Trust Fund." WE FURTHER MOVE that the Parking Trust Fund be used to reduce or eliminate all fares to ride the streetcar. (STATEMENT ATTACHED)

<u>Sponsors:</u> Mann <u>Attachments:</u> Motion

File Summary

28. 201800872 MOTION, dated 05/23/2018, submitted by Councilmembers Dennard,

Landsman and Seelbach, WE MOVE that the steps of the salary range of the Supervising Engineer, Geotechnical Engineer and Supervising Architect are immediately raised 12% above the steps of the salary range of Senior Engineers and Senior Architects. The salary range adjustment would be considered an immediate merit increase by the same amount for the City's 33 Supervising Engineers and Architects.

Please see attached statement (STATEMENT ATTACHED)

**Sponsors:** Landsman and Seelbach

Attachments: Motion

File Summary

**29.** 201801107 ORDINANCE submitted by Patrick A. Duhaney, Acting City Manager, on

6/25/2018, establishing new capital improvement program project

account no. 980x162x181664, "Findlay Market Area Property

Improvements," for the purpose of providing resources to provide capital

improvements in the Findlay Market area; AUTHORIZING the

appropriation of up to \$164,500.00, which represents any remaining proceeds from the sale of City-owned properties at 111-113 and 118 West Elder Street, to the newly established capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements"; and further DECLARING expenditures from capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," to be for a public

purpose.

**Sponsors:** City Manager

<u>Attachments:</u> Findlay Market Area Transmittal

Findlay Market Area Ordinance

File Summary

**30.** 201801022 COMMUNICATION, submitted by Councilmembers Landsman and

Young, from Stephen Marine & Barbara Houser, regarding the property

tax abatement.

**Sponsors:** Landsman and Young

<u>Attachments:</u> <u>Communication</u>

File Summary

31. 201801146 COMMUNICATION, submitted by Councilmember Seelbach from

Akshay Ahuja, regarding Yard Citation.

Sponsors: Seelbach

Attachments: File Summary

**32.** <u>201801366</u> REPORT, dated 9/6/2018, submitted by Patrick A. Duhaney, Acting City

Manager, regarding FC Cincinnati Community Benefits Agreement (SEE

DOCUMENT #201800208 FOR MOTION)

**Sponsors:** City Manager

<u>Attachments:</u> Report - FC Cincinnati Community Benefits Agreement

File Summary

33. 201801543 COMMUNICATION, submitted by Councilmember Mann, from Kathy

Garrison, regarding Artsville in Madisonville.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

**34.** 201801597 ORDINANCE, (EMERGENCY) submitted by Councilmember Mann,

from Paula Boggs Muething, City Solicitor on 10/11/2018, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provision of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil

Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a licensing and registration program for

the operation of short term rentals.

**Sponsors:** Mann

<u>Attachments:</u> <u>Transmittal</u>

Ordinance File Summary

35. 201801669 COMMUNICATION, dated 11/02/2018, submitted by Councilmember

Mann, from Invest in Neighborhoods, At the Invest in Neighborhoods

quarterly meeting of October 30, 2018, the membership herd a

presentation from Councilman Mann and introduced a motion of support

for the regulation of Short Term Rentals within the City of Cincinnati.

Information regarding the ordinance language currently being

considered by the Budget and Finance committee was presented and discussed by the 26 Community Council Presidents and Authorized

Electors in in attendance.

Sponsors: Mann

**Attachments:** Communication

File Summary

**36.** 201801670 COMMUNICATION, dated 11/02/2018, submitted by Councilmember

Mann, from Margy Waller, The Bright Ride Blog, regarding Short Term

Rental Legislation Coalition Statement.

**Sponsors:** Mann

<u>Attachments:</u> Communication

File Summary

**37.** <u>201801675</u> COMMUNICATION, dated 11/07/2018, submitted by Councilmember

Mann, from Julia Elmer, regarding her support for Councilmember

Mann's proposed Short Term Rental ordinance.

**Sponsors:** Mann

<u>Attachments:</u> <u>Communication</u>

File Summary

38. 201801685 COMMUNICATION, dated 11/09/2018, submitted by Councilmember

Mann, from Noam Gross-Prinz, Board President, Affordable Housing Advocates, urging the City of Cincinnati to enact the short term rental ordinance proposed by Councilmember Mann. The expansion of short term rental in Cincinnati should be subject to appropriate regulation similar to what has been done in other cities experiencing the

proliferation of short term rentals.

**Sponsors:** Mann

<u>Attachments:</u> <u>Communication</u>

Communication
File Summary

**39.** 201801686 COMMUNICATION, dated 11/05/2018, submitted by Councilmember

Mann, regarding newspaper article on "SF fines Airbnb landlords \$2.25

million for illegal rentals.

Sponsors: Mann

**Attachments:** Communication

File Summary

**40.** 201801690 ORDINANCE, dated 11/9/2018, submitted by Councilmember Pastor,

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals," in order to authorize operation of short term rentals in

the City.

<u>Attachments:</u> <u>Transmittal</u>

<u>Ordinance</u> <u>File Summary</u>

41. 201801691 COMMUNICATION, dated 11/12/2018, submitted by Councilmember

Mann, from Gina Marsh Executive Director, Human Service Chamber of Hamilton County, expressing on behalf of the 51 Human Services Chamber members to express support for the short-term rental ordinance proposed by Council Member Mann. If adopted, this

ordinance will provide a guaranteed source of revenue of approximately \$1M per year to support affordable housing and evection prevention

initiatives.

Sponsors: Mann

<u>Attachments:</u> <u>Communication</u>

File Summary

**42.** 201801692 FYI MEMO, dated 11/13/2018, submitted by Councilmember Mann,

from Patrick A. Duhaney, Acting City Manager, regarding Short Term

Rental Program

Sponsors: Mann

Attachments: FYI Memo

File Summary

**43.** 201801694 COMMUNICATION, dated 11/13/2018, submitted by Councilmember

Mann, from Ohio Hotel & Lodging Association, Greater Cincinnati

Lodging Council, Cincinnati Hotel Association, thanking Mr. Mann for the opportunity to add the voice of Cincinnati's hotel and lodging owners, operators, managers and employees to the important and timely

discussion regarding short-term online rentals.

Sponsors: Mann

<u>Attachments:</u> Communication

File Summary

**44.** 201801695 COMMUNICATION, dated 11/13/2018, submitted by Councilmember

Mann, from Buddy Goose, regarding his written comments on short term

rental through AirBnB.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

45. 201801696 COMMUNICATION, dated 11/13/2018, submitted by Councilmember

Mann, from Margy Waller, regarding "Welcome-to-our-Neighborhood"

slides.

**Sponsors:** Mann

**Attachments:** Communication

**Slide Presentation** 

Zip File

File Summary

**46.** 201801856 ORDINANCE (EMERGENCY) submitted by Patrick A. Duhaney, Acting

City Manager, on 12/12/2018, AUTHORIZING the City Manager to execute a Parking License Agreement with Grandin Co., Ltd. pursuant to which the company will be permitted to purchase of up to 200 monthly parking permits at the City's Towne Center Garage located at 1251

Central Avenue in Cincinnati.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal Grandin Co.</u>

Ordinance Grandin Co.

Attachment A Grandin Co.

File Summary

**47.** <u>201801883</u> MOTION, submitted by Vice Mayor Smitherman, WE MOVE the

Administration provide a report analyzing the appropriateness of the current salary range for the position of City Manager and in particular, the compensation paid to City Manager Patrick Duhaney. The report should contain information regarding past compensation amounts

provided to former City Managers of Cincinnati, as well as

benchmarking information for comparably-sized cities with similar duties and responsibilities to those required by the City Charter. We wish to ensure the City Manager's salary is commensurate with his peers and with his responsibilities. My office will bring legislation forward to correct underpayment and to ensure any change in salary is retroactive to

December 12, 2018.

**Sponsors:** City Manager and Budget and Finance Committee

<u>Attachments:</u> File Summary

**48.** <u>201900012</u> ORDINANCE (EMERGENCY), dated 01/03/2019, submitted by

Councilmember Mann, AUTHORIZING the City Manager to execute a Parking License Agreement with Grandin Co., Ltd. pursuant to which the company will be permitted to purchase of up to 200 monthly parking permits at the City's Towne Center Garage located at 1251 Central

Avenue. (B VERSION)

<u>Sponsors:</u> Mann

**Attachments:** Ordinance

Attachments File Summary

**49.** <u>201900039</u> COMMUNICATION, submitted by Councilmember Mann, from Barbara

Gibbs, regarding Parking around the Elm Street Clinic.

**Sponsors:** City Manager and Budget and Finance Committee

<u>Attachments:</u> Communication

File Summary

**50.** 201900040 COMMUNICATION, submitted by Councilmember Mann, from Walt

Gibler, Realtor, Coldwell Banker, regarding AirBnB.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

**51.** 201900072 MOTION, submitted by Councilmember Mann, WE MOVE that the City

Administration report on ways to raise awareness of, increase

partnerships with and support worker-owned cooperatives in the City of

Cincinnati and encourage small business, entrepreneurs and

communities to consider cooperatives as an option where appropriate. The report should consider the following options at a minimum: Explore how cooperatives can be a tool for eliminating economic disparities and promoting racial equity. Extend preference to contract bidders whose bids include worker-owned cooperatives. Provide information on worker-owned cooperative models to small businesses seeking City assistance. Send City administration representatives to the international co-op symposium to be hosted by Cincinnati Union Co-op Initiative in

Fall 2019. (STATEMENT ATTACHED)

<u>Sponsors:</u> Mann <u>Attachments:</u> <u>Motion</u>

File Summary

**52.** 201900075 MOTION, submitted by Councilmembers Seelbach, Mann, Young,

Dennard Landsman and Sittenfeld, WE MOVE that the Administration develop and bring to council policies which add a "Meet & Confer" requirement to the acceptance of city funds by private organizations whereby the funding recipient shall meet & Confer with institutions such as Cincinnati Works to review whether a training, placement & coaching partnership would benefit the funding recipient or its workforce. City funds shall be defined as TIF dollars, operating support funds, capital funds or a Job Creation Tax Credit at a value of over \$500,000. The stated goal of the policies will be to bridge and increase partnerships between institutions providing critical workforce development and training and our growing employers, particularly those requesting public

financial support. Meet & Confer requirements may be structured similarly to those already in existence within the Department of

Inclusion. A report is requested in 90 days.

**Sponsors:** Seelbach, Mann, Young and Landsman

<u>Attachments:</u> Motion

File Summary

**53.** 201900086 PRESENTATION, dated 01/22/2019, submitted by Patrick A. Duhaney,

City Manager, regarding the healthcare budget.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

<u>Presentation</u>

**54.** 201900135 MOTION, submitted by Councilmembers Dennard & Young,

RECOGNIZING that many residents face significant financial hardship that impacts their ability to pay fines and penalties imposed by the City of Cincinnati, and FURTHER RECOGNIZING that dealing with unpaid parking tickets is a serious burden that should be addressed by municipal government within means reasonable and appropriate, WE MOVE that the City Administration take all actions necessary and proper to implement a citywide Parking Amnesty Program. WE FURTHER MOVE that the duration of any such Parking Amnesty Program should be for at least one full calendar month, and serve the purpose of forgiving late fees and penalties associated with outstanding unpaid parking tickets, the spirit of forgiveness and to incentivize the payment of outstanding tickets, and collection of fees otherwise rendered near to impossible to collect. WE FURTHER MOVE that the City Administration report to Council on the feasibility and fiscal impact of implementing the following eligibility requirements for this program: 1. Individuals with parking violations issued prior to 2018 that are unpaid or partially unpaid 2. Individuals with towing and storage fees prior to 2016. WE FURTHER MOVE that the City Administration report to Council regarding any of its own recommendations for the timeline, budget structure and eligibility requirements of a Parking Amnesty Program, as well the status of implementations of the herein proposed framework for such a program. within 90 days of passage of this motion. WE FURTHER MOVE that the City Administration provide the offices of City Council with a copy of a draft implementation plan by May 1, 2019.

<u>Sponsors:</u> Young <u>Attachments:</u> Motion

**55.** 201900213 MOTION, submitted by Councilmember Mann, WE MOVE that the City

Administration provide a report with recommendations for potential sources of funding for addressing capital costs outlined by Kathy

Garrison of Artsville in Madisonville. The capital costs are listed below in priority order: 1. Repair first floor HVAC unit; estimated cost \$4,400 2. Replace rooftop HVAC unit; estimated cost: \$12,000-\$14,000 3.

Replace sound system; estimated cost \$9,000. (STATEMENT

ATTACHED)

**Sponsors:** City Manager and Budget and Finance Committee

<u>Attachments:</u> Motion

File Summary

**56.** 201900262 COMMUNICATION, submitted by Councilmember Mann, from Olivia

Darks, President, Corban Early Learning Center, regarding Corban Early

Learning Center Offer to Purchase 2010 Auburn Avenue.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

**57.** 201900270 COMMUNICATION, submitted by Councilmember Young from Richard

J. Lemker, regarding Request for Emergency Funding/Repaving for a

Section of U.S. 50/River Road.

**Sponsors:** Young

**Attachments:** Communication

File Summary

58. 201900365 MOTION, submitted by Councilmembers Mann, Sittenfeld, Dennard and

Seelbach, WE MOVE that the City Administration report on the feasibility of extending the opportunity to enroll in the Transportation Expense Reimbursement Account (TERA) program, which is used for

parking and transportation expenses to all City employees.

(STATEMENT ATTACHED)

**Sponsors:** Mann and Seelbach

<u>Attachments:</u> <u>Motion</u>

File Summary

**59.** <u>201900418</u> ORDINANCE, submitted by Mayor John Cranley, AMENDING certain

provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize people who work in Over-the-Rhine who earn no more than \$50,000 per year to be eligible to obtain SPPA permits rather than only residents of the

neighborhood. (VERSION B)

**Sponsors:** Cranley

**Attachments:** Transmittal

Ordinance
File Summary

**60.** 201900422 MOTION, submitted by Vice Mayor Smitherman, Councilmembers

Murray and Pastor, WE MOVE the Administration look for capital dollars in the City budget to support a proposed monument honoring Reverend Dr. Martin Luther King, Jr., at the intersection of Reading Road and

Martin Luther King Drive.

Attachments: Motion

File Summary

**61.** 201900423 MOTION, submitted by Vice Mayor Smitherman, Councilmembers

Murray and Pastor, WE MOVE the City Administration allocate funds to

provide ballistic helmets to all fire personnel at a cost of \$215,476.00.

**Sponsors:** Smitherman

<u>Attachments:</u> <u>Motion</u>

File Summary

**62.** 201900523

MOTION, submitted by Councilmember Dennard, WHEREAS, the City Council of Cincinnati supports and expresses its appreciation for creative solutions to pervasive criminal justice challenges, particularly programs that increase collaboration between social service organizations and law enforcement institutions to prioritize positive mental health interventions, treatment and rehabilitation; and WHEREAS, the Hamilton County Board of County Commissioners 2017-2108 Work Plan and Policy Agenda included "developing new tools for law enforcement to reduce the incidence of recurring overdoses, including implementation of a pre-arrest diversion program" as a policy priority; and WHEREAS, in response, the Hamilton County Heroin Coalition conducted research and discussed implementation of Law Enforcement Assisted Diversion (LEAD); and WHEREAS, LEAD is a program which allows law enforcement officers to make referrals directly to case managers who work with offenders to address issues such as homelessness, addiction or mental illness and therefore reduces crime and recidivism by addressing the underlying conditions that tend to precede criminal activity; (STATEMENT ATTACHED) (BALANCE OF MOTION ON FILE IN THE CLERK'S OFFICE).

<u>Attachments:</u> <u>Motion</u>

File Summary

**63.** 201900527

ORDINANCE, (VERSION D) submitted by Councilmember Mann from Paula Boggs Muething, City Solicitor on March 15, 2019, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C A Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals.

Sponsors: Mann

<u>Attachments:</u> <u>Transmittal</u>

<u>Ordinance</u> <u>File Summary</u>

**64.** <u>201900550</u> FYI MEMO, dated 03-39-2019, submitted by Councilmember David

Mann from Patrick A. Duhaney, City Manager regarding Short term

Rentals.

**Sponsors:** Mann

<u>Attachments:</u> <u>File Summary</u>

**65.** 201900593 ORDINANCE, dated 04/05/2019, submitted by Councilmember Mann,

from Paula Boggs Muething, City Solicitor, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearing," of the Cincinnati

Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a

registration program for the operation of short term rentals.

Sponsors: Mann

<u>Attachments:</u> <u>Transmittal</u>

Ordinance File Summary

**66.** 201900664 REPORT, dated 4/15/2019, submitted by Patrick A. Duhaney, City

Manager, regarding Over-The-Rhine Special Parking Permit Area (OTR

SPPA)- Worker Parking Permit.

**Sponsors:** City Manager

**Attachments:** Over the Rhine Special Parking Permit

File Summary

**67.** <u>201900671</u> MOTION, submitted by Councilmember Pastor, WE MOVE that the City

Administration make mental health a funding priority within the

upcoming budget discussions for FY 2020. WE FURTHER MOVE that the City Administration offer a report the current status of the Mental

Health Responses Team (MHRT) within the Cincinnati Police

Department (CPD) to better understand the Team's role and purpose with regard to mental health within the City of Cincinnati. Specifically, looking at how the Team works to prevent potential violent encounters with individuals facing mental illness and how mentally ill individuals who commit crimes are treated within the system in terms of availability to treatment. WE FURTHER MOVE that the City Administration provide a report of the current spending directed for the purposes of mental health

within the City of Cincinnati.

Attachments: Motion

File Summary

**68.** 201900672 MOTION, submitted by Councilmember Pastor, WE MOVE that the

Department of Community and Economic Development (DCED) provide a report on the economic impact of tax abatements offered through their department. Including in the report, the total number of tax abatements given to date, what has been the return on investment (ROI) for

Cincinnati residents and if possible, the economic impact for Cincinnati

Public Schools (CPS).

<u>Attachments:</u> <u>Motion</u>

File Summary

**69.** 201900675 MOTION, submitted by Councilmember P.G. Sittenfeld, WE MOVE that

the City Administration study the feasibility of including the Juergens Avenue Improvement Project within the City's upcoming Capital Budget. Those improvements would include the curbing of Juergens Avenue and the conversion of the open channel stormwater drainage system to a

conventional stormwater piping system.

<u>Attachments:</u> <u>Motion</u>

File Summary

**70.** 201900715 REPORT, dated 04/22/2019, submitted by Patrick A. Duhaney, City

Manager, regarding the Over-the-Rhine Special Parking Permit Area

(OTR SPPA) - Worker Parking Permit.

**Sponsors:** City Manager

**Attachments:** Transmittal

Attachment
File Summary

**71.** 201900739 COMMUNICATION, submitted by Councilmember Sittenfeld from Kimm

Lauterbach, President & CEO, REDI Cincinnati and Brian Hodgett, P&G.

REDI Cincinnati Board Member, requesting the City to continue to support REDI by maintaining its investment of \$250,000 in the

2019-2020 fiscal year.

**Attachments:** Communication

File Summary

72. 201900786 COMMUNICATION, submitted by Councilmember Mann from Kathy

Johnson-Louis regarding Health Department, Home Health Overtime

Usage Abuse and Approval Process.

<u>Sponsors:</u> Mann

**Attachments:** Communication

File Summary

73. 201900789 COMMUNICATION, submitted by Councilmember Sittenfeld from Mike

Venerable, President & CEO CincyTech, requesting the City to maintain its \$250,000 investment in CincyTech through the FY 2020 Operating

Budget.

<u>Attachments:</u> Communication

File Summary

**74.** 201900811 FYI MEMO, dated 04/29/2019, submitted by Councilmember Mann,

from Patrick A. Duhaney, City Manager, regarding OTR Special Permit

Parking Area - Flex Parking Spaces.

<u>Sponsors:</u> Mann <u>Attachments:</u> Memo

File Summary

75. 201900812 COMMUNICATION, dated 04/22/2019, submitted by Councilmember

Mann, from Maurice Wagoner, President Over-the-Rhine Community Council, regarding OTR Flex Parking Spaces and suggestions regarding

the spaces.

Sponsors: Mann

<u>Attachments:</u> <u>Communication</u>

File Summary

76. 201900818 RESOLUTION, dated 05/02/2019, submitted by Councilmember Mann,

from Paula Boggs Muething, City Solicitor, EXPRESSING the strong support of the Mayor and City Council for the recently initiated effort to develop specific goals and strategies to address housing needs in our community by a dedicated group of community stakeholders including LISC Greater Cincinnati, The Greater Cincinnati Foundation, Cincinnati Metropolitan Housing Authority, Legal Aid, The Port, and Cohear; and ENCOURAGING the City Administration, particularly the Department of

City Planning and the Department of Community and Economic

Development in coordination with the City Manager's Office, to support and participate fully in this collaborative and comprehensive Housing

Strategy.

**Sponsors:** Mann

**Attachments:** Transmittal

Resolution
File Summary

77. 201900839 PRESENTATION, dated 5/13/2019, submitted by Patrick A. Duhaney,

City Manager, regarding Safe Places Cincy: Implementation Update.

**Sponsors:** City Manager

**Attachments:** Transmittal

Presentation

78. 201900847 PRESENTATION, dated 5/13/2019, submitted by Patrick A. Duhaney,

City Manager, regarding SORTA Funding Request.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Presentation

**79.** 201900859 REPORT, dated 5/15/2019, submitted by Patrick A. Duhaney, City

Manager, regarding Installing Diaper Changing Tables in Every Recreation Center and Cincinnati Parks. (SEE DOC. #201800509)

**Sponsors:** City Manager

Attachments: Report

File Summary

80. 201901036 MOTION, submitted by Councilmembers Sittenfeld and Seelbach, WE

MOVE that the City Administration prepare and provide an ordinance authorizing and allocating funds to repair the Main Street sidewalks between Reading Road and Michael Bany Way, and add bump outs where feasible and appropriate along the same section of road, utilizing

the Downtown/OTR East TIF as a source of funding.

<u>Sponsors:</u> Seelbach
<u>Attachments:</u> <u>Motion</u>

File Summary

**81.** 201901169 MOTION, submitted by Councilmember Landsman, To ensure that

taxpayer dollars are spent on results with our external partners, and with great accountability, sustainability and impact, WE MOVE that: The Administration provide the necessary resources to implement the new

Performance-Based Contract ordinance, which requires that all

agencies and programs that receive City funding for operating purposes sign results-based or performance-based contracts with the City. This should including funding that flows through the United Way, our primary partner in delivering human services. Each agency or program that receives funding for operating purposes present on their progress at least two times each year in the Council committee with jurisdiction.

<u>Sponsors:</u> Landsman

<u>Attachments:</u> <u>Motion</u>

File Summary

**82. 201901171** COMMUNICATION, submitted by Councilmember Pastor from Sandra

Jones Mitchell, regarding the "Senior Czar" being put back into the city

budget.

<u>Attachments:</u> Motion

83. 201901172 ORDINANCE, submitted by Councilmember Seelbach from Paula

Boggs Muething, City Solicitor on 6/24/2019, AMENDING certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize the City

Administration to sell visitor permits to residents of the SPPA.

**Sponsors:** Seelbach

<u>Attachments:</u> Ordinance

File Summary

84. 201901325 REPORT, dated 8/7/2019, submitted by Patrick A. Duhaney, City

Manager, regarding potential sources of capital funding for Artsville in

Madisonville. (SEE DOC. #201900213)

**Sponsors:** City Manager

Attachments: Report

File Summary

85. 201901448 FYI MEMO, dated 09/13/2019, submitted by Patrick A. Duhaney, City

Manager, on the Hilltop Property Swap and Banks Transactions.

**Sponsors:** City Manager

Attachments: Memo

File Summary

**86.** 201901466 COMMUNICATION, dated 09/15/2019, submitted by Councilmember

Mann, from Thomas L. Gambelman, Frost, Brown Todd Attorneys, regarding Hamilton County's Response to Questions Posed By Mayor

Cranley On September 3, 2019 An The City Law Department

Statements Regarding The Banks Project.

Sponsors: Mann

**Attachments:** Communication

File Summary

**87.** 201901467 COMMUNICATION, dated 09/15/2019, submitted by Councilmember

Mann, from Jeff Alutto, Hamilton County Administrator, regarding Advancement of The Banks Project -- Economic Development and Investment in Queensgate Industrial/Commercial District, Hilltop Basic

Resources Land Conveyance Proposal.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

**88.** <u>201901468</u> COMMUNICATION, dated 09/16/2019, submitted by Councilmember

Mann, Summary of, and Response to, Issues Cited in Mayor Cranley's

8/22/2019 Letter.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

**89.** 201901469 COMMUNICATION, dated 09/16/2019, submitted by Councilmember

Mann, The Benefits/Burdens of the Mill Creek Parcels, West Mill Creek

Site - 2.3 Acres Above Water.

Sponsors: Mann

<u>Attachments:</u> Communication

File Summary

90. 201901470 COMMUNICATION, dated 09/13/2019, submitted by Councilmember

Mann, from Denise Driehaus, regarding the opportunity to bring a first-class Riverfront Music Venue and the next phase of Smale Park to

The Banks.

**Sponsors:** Mann

Attachments: File Summary

91. 201901479 MOTION, submitted by Councilmember Mann WE MOVE that if a

development agreement presented to Council includes city financial assistance or incentives of any kind, including tax abatement, then the city administration shall state whether the development will benefit from federal opportunity zone tax incentives and if so, the city administration shall present a detailed financial analysis as to how these federal benefits reduce or eliminate the appropriate level of financial incentives

from the city. (STATEMENT ATTACHED).

**Sponsors:** Mann

<u>Attachments:</u> File Summary

**92.** <u>201901493</u> FYI MEMO, dated 09/23/2019, submitted by Patrick A. Duhaney, City

Manager, regarding Hilltop Property Swap and Banks Transactions

Administration Recommendations.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>FYI MEMO</u>

File Summary

93. 201901514 COMMUNICATION, dated 09/23/2019, submitted by Councilmember

Mann, from Timothy M. Burke, on behalf of Hilltop Basic Resources response to the issues in the Manager's memo to Council of September

20, 2019 as they relate to the Hilltop.

Sponsors: Mann

<u>Attachments:</u> Communication

File Summary

**94.** 201901515 COMMUNICATION, dated 09/23/2019, submitted by Councilmember

Mann, from Mary and Thomas Croft, regarding Considerations for

Community Support of Proposed Hilltop Relocation.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

95. 201901525 PRESENTATION, dated 9/30/2019, submitted by Patrick A. Duhaney,

City Manager, regarding Police Department's need for external

load-bearing vests. (See Doc. #2001901443)

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

> <u>Presentation</u> <u>File Summary</u>

96. 201901548 COMMUNICATION, submitted by Councilmember Mann from Steve

Heglin, regarding parking problems in OTR/Findlay market areas.

**Sponsors:** Mann

**Attachments:** Communication

File Summary

97. 201901566 MOTION, submitted by Councilmember Sittenfeld, WE MOVE that the

City Administration prepare an ordinance allocating \$50,000 for the Over-the-Rhine Senior Center, operated by Cincinnati Area Senior

Services (CASS), utilizing the General Fund surplus.

<u>Attachments:</u> <u>Motion</u>

File Summary

**98.** <u>201901632</u> MOTION, submitted by Councilmembers Dennard, Young and Pastor,

WE MOVE that the Administration draft a report by January 31, 2020 regarding human services funding. We'd like this report to: 1. Be fiscally responsible and avoid gaps in service 2. Include a plan and timeline for execution 3. Recommend and think through where this responsibility would lie, providing several options including: how to move this funding completely in-house and which third-party facilitators, aside from United Way of Greater Cincinnati, could take on this type of work 4. consider

third-party facilitators who focus on equity, diversity and inclusion.

<u>Sponsors:</u> Young

<u>Attachments:</u> <u>Motion</u>

File Summary

**99.** <u>201901740</u> ORDINANCE (EMERGENCY), dated 11/20/2019, submitted by Patrick

A. Duhaney, City Manager, AUTHORIZING the transfer and

appropriation of the sum of \$295,100 from the unappropriated surplus of Hazard Abatement Fund 347 to personnel and non-personnel operating budget accounts in the Department of Buildings and Inspections in accordance with the attached Schedule of Transfer, for the purpose of providing resources for staff, training, and equipment to support the newly established Residential Rental Registration program and the

Residential Rental Property Inspection Pilot program.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

**Emergency Ordinance** 

Attachment- Schedule of Transfer

File Summary

**100.** <u>201901767</u> REPORT, dated 12/2/2019, submitted by Patrick A. Duhaney, City

Manager, regarding Department of Community and Economic

Development Staffing Impact. (SEE DOC. #201901621).

**Sponsors:** City Manager

Attachments: Report

Attachment File Summary

**101.** 201901780 REPORT, dated 12/2/2019, submitted by Patrick A. Duhaney, City

Manager, regarding Department of Public Services Staffing Impact.

(SEE DOC. # 201901642).

**Sponsors:** City Manager

<u>Attachments:</u> Department of Public Services Staffing Impact

File Summary

**102.** 201901795 MOTION, submitted by Councilmember Mann, WE MOVE that the

Cincinnati Health Department study Fetal Alcohol Spectrum Disorders and educate its health care providers on the topic; WE FURTHER MOVE that the Cincinnati Health Department begin training to enable providers to diagnose Fetal Alcohol Spectrum Disorders and counsel patients on how to manage its symptoms; WE FURTHER MOVE that the Health Department and any relevant City Departments explore requiring warning signs referencing the potentially devastating effects of maternal alcohol consumption on unborn fetuses during pregnancy;

(STATEMENT ATTACHED).

<u>Sponsors:</u> Mann <u>Attachments:</u> <u>Motion</u>

File Summary

**103.** 201901808 ORDINANCE, (EMERGENCY) submitted by Paula Boggs Muething,

City Solicitor to Councilmember Jeff Pastor on 12/4/2019, AMENDING Ordinance No. 275-2017, as amended by Ordinance No. 339-2018, regarding the commercial policies of Community Reinvestment Area real

property tax exemptions, to (i) set a policy by which City Council

authorizes the City Administration to approve Community Reinvestment Area real property tax exemptions that are in accordance with the policies previously set by City Council without further approval by

Council and (ii) clarify the eligible length of real property tax exemptions for commercial projects of historical or architectural significance in

downtown Cincinnati.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

> Ordinance Exhibit

File Summary

104. 201901840 COMMUNICATION, submitted by Councilmember Mann from Bill Rich

regarding Westwood Crime and Safety Concerns That Must Be

Addressed.

**Sponsors:** Mann

<u>Attachments:</u> <u>Communication</u>

File Summary

**105.** 202000046 COMMUNICATION, submitted by Councilmember Pastor from Jay

Winston Leahr, regarding the Safe Harbor program for the elderly.

**Attachments:** Communication

File Summary

**106.** 202000095 MOTION, submitted by Councilmember Dennard I MOVE that the City

of Cincinnati transfer the balance of the capital improvement project account no. 980x164x171637, "Bond Hill-Roselawn Community Partnership", specifically the amount that is not currently encumbered for a development project in accordance with the existing developer agreement, so that such remaining funds can be reallocated and made available for use by the Community Economic Advancement Initiative ("CEAI") solely for the purpose of providing resources for capital

available for use by the Community Economic Advancement Initiative ("CEAI") solely for the purpose of providing resources for capital improvement in the Bond Hill-Roselawn community for the purpose of stabilization and revitalization. The original agreement as outlined in Ordinance No. 175-2016 (see attached) created a partnership between CEAI, the Port of Greater Cincinnati Development Authority ("the Port") and the City of Cincinnati. Availability of such funds will be contingent upon an amendment of the original development agreement between CEAI, the Port and the City of Cincinnati, for which funds were originally appropriated in the amount of \$3,000,000. Upon execution of the

amended development agreement between those parties, Council requests that the Administration provide an ordinance carrying out the terms described in this motion for Council consideration. (STATEMENT

ATTACHED).

<u>Attachments:</u> <u>Motion</u>

File Summary

**107.** 202000156 RESENTATION, dated 2/4/2020, submitted by Patrick A. Duhaney, City

Manager, regarding Department of Economic Inclusion Staffing and

Significant Budget Issues.

**Sponsors:** City Manager

**Attachments:** Transmital

Presentation
File Summary

**108.** 202000157

PRESENTATION, dated 2/4/2020, submitted by Patrick A Duhaney, City

Manager, regarding Department of Buildings and Inspections Staffing

and Budget Issues.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

Presentation
File Summary

**109.** 202000231

COMMUNICATION, submitted by Councilmember Mann from Vincent L.

Demasi, requesting legislation to curb the predatory actions of private

parking vendors in the Over-the-Rhine area of Cincinnati.

**Sponsors:** Mann

<u>Attachments:</u> Communication

File Summary

**110.** 202000255

REPORT, dated 2/18/2020, submitted by Patrick A. Duhaney, City

Manager, regarding the Fertility, Surrogacy, and Adoption Coverage

Benefit Options.

**Sponsors:** City Manager

Attachments: Report

File Summary

**111.** 202000287

ORDINANCE, (EMERGENCY) submitted by Councilmember Dennard

from Paula Boggs Muething, City Solicitor on 1/22/2020,

ESTABLISHING new capital improvement program project account no. 980x164x201639, "Freeman District Improvements, "for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed cultural and

entertainment district, the "Freeman District," in cooperation with The Port; and AUTHORIZING the transfer and appropriation of \$500,000 from General Fund balance sheet reserve account no. 050x2580,

"Reserve for Weather Related Events, Other Emergency and One-Time Needs," to newly established capital improvement program project account no. 980x164x201639, "Freeman District improvements," for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed Freeman

District, in cooperation with The Port.

**Sponsors:** Budget and Finance Committee

**Attachments:** Emergency Ordinance

<u>Transmittal</u> <u>File Summary</u>

**112.** 202000292 MOTION, dated 02/18/2020, submitted by Councilmember Landsman,

AN UPDATED APPROACH TO HUMAN-SERVICES FUNDING. The United Way of Greater Cincinnati has generously managed most of our human services funds but has informed the Administration that they no longer wish to do so after some have suggested we go in a different direction. As a result, the Administration proposed several options for Council consideration. In response, and with a commitment to results-based governance, I am proposing the following process.

(BALANCE ON FILE IN CLERK'S OFFICE).

<u>Sponsors:</u> Landsman

<u>Attachments:</u> <u>Motion</u>

File Summary

**113.** <u>202000327</u> ORDINANCE, submitted by Councilmember Landsman, from Paula

Boggs Muething, City Solicitor, on 2/12/2020, MODIFYING the

provisions of Chapter 871, "Landlord-Tenant Relationships," of Title VIII,

"Business Regulations," of the Cincinnati Municipal Code, by

AMENDING Section 871-9, "Obligations of Landlords and Tenants," to ensure that residential rental agreements set forth fair and reasonable

provisions for the assessment and collection of late fees.

<u>Sponsors:</u> Landsman
<u>Attachments:</u> <u>Transmittal</u>

<u>Ordinance</u> <u>File Summary</u>

**114.** 202000345 STATEMENT, dated 02/20/2020, submitted by Councilmember

Dennard, The economic wealth gap that persists between the Black and White communities in the City of Cincinnati is staggering. There is a clear history of redlining in our city that has led to and continues to perpetuate a racial wealth gap today. Black communities continue to be

under-resourced and under-valued. There needs to be focus and

intentionality with development that attracts and retains Black people all the while building Black wealth. The Freeman District is a major step in

that direction. It is a transformative investment lead by the Black community and Black business owners. It's a version of Black-owned entertainment, dinning and living right in the heart of our city. Our rhetoric regarding inclusion and diversity in the City of Cincinnati must

be followed up with action.

**Sponsors:** Budget and Finance Committee

<u>Attachments:</u> Statement

File Summary

115. 202000353 PRESENTATION, dated 3/2/2020, submitted by Patrick A. Duhaney,

City Manager, regarding Office of Environment & Sustainability: Staffing

and Significant Budget Issues.

**Sponsors:** City Manager

**Attachments:** Transmittal

Presentation File Summary

116. 202000354 PRESENTATION, dated 3/2/2020, submitted by Patrick A. Duhaney,

City Manager, regarding Department of Human Resources: Staffing &

Significant Budget Issues.

<u>Sponsors:</u> City Manager

Attachments: Transmittal

Presentation
File Summary

**117.** <u>202000355</u> PRESENTATION, dated 3/02/2020, submitted by Patrick A. Duhaney,

City Manager, regarding the Department of Planning: Staffing &

Significant Budget Issues.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Presentation
File Summary

**118.** 202000357 PRESENTATION, dated 3/02/2020, submitted by Patrick A. Duhaney,

City Manager, regarding the Department of Recreation: Staffing &

Significant Budget Issues.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

<u>Presentation</u> <u>File Summary</u>

119. 202000372 COMMUNICATION, submitted by Councilmember Mann, from Maurice

Wagoner, President, Over-the-Rhine Community Council, regarding their views of the plans to develop a new city contract with an e-scooter

provider.

Sponsors: Mann

<u>Attachments:</u> Communication

File Summary

**120.** 202000373 COMMUNICATION, submitted by Councilmember Mann from Terri

Henry, President, The Madisonville Business Chamber, regarding public

parking in any phase of Madison & Whetsel development.

Sponsors: Mann

Attachments: File Summary

**121.** 202000417 RESOLUTION, dated 03/10/2020, submitted by Councilmember Mann,

EXPRESSING the City of Cincinnati's support of the bill introduced by Senator Patty Murray (D-WA), Ranking Member of the Senate Health, Education, Labor, and Pensions Committee, and Congresswoman Rosa DeLauro (CT-03), Chair of the House Appropriations Subcommittee responsible for funding the Departments of Labor, Health and Human Services, and Education, to provide paid sick days immediately to workers in light of the coronavirus crisis, and in preparation for future

public health emergencies.

**Sponsors:** Budget and Finance Committee

<u>Attachments:</u> <u>Transmittal</u>

Resolution

122. 202000455 PRESENTATION, dated 3/16/2020, submitted by Patrick A. Duhaney,

City Manager, regarding the Health Department's Staffing and

Significant Budget Issues.

**Sponsors:** City Manager

**Attachments:** Transmittal

**Presentation** 

123. 202000456 PRESENTATION, dated 3/16/2020, submitted by Patrick A. Duhaney,

City Manager, regarding the Park's Department Staffing and Significant

Budget Issues.

<u>Sponsors:</u> City Manager

<u>Attachments:</u> <u>Transmittal</u>

Presentation

**124.** 202000457 PRESENTATION, dated 3/16/2020, submitted by Patrick A. Duhaney,

City Manager, regarding the Department of Transportation &

Engineering's Staffing and Significant Budget Issues.

**Sponsors:** City Manager

**Attachments:** Transmittal

**Presentation** 

125. 202000469 MOTION, submitted by Councilmember Seelbach, WE MOVE that the

Administration report back to City Council on an approximate timeline and approximate funding requirement for the conversion of all publicly accessible restrooms to the use of touchless bathroom fixtures for sinks, toilets and urinals. WE FURTHER MOVE that the Administration adopt touchless fixtures as the standard for all new construction of publicly

accessible restroom fixtures in City-owned facilities.

**Sponsors:** Seelbach

Attachments: **Motion** 

File Summary

**126**. 202000511 MOTION, dated 03/30/2020, submitted by Councilmember Pastor, WE

> MOVE that the Administration provide Personal Protective Equipment (PPE) to all Metro Bus Operators and Staff responsible for maintaining and cleaning Metro Buses for the duration of the coronavirus epidemic.

**Attachments:** Motion

File Summary

127. 202000514 MOTION, dated 03/27/2020, submitted by Councilmember Pastor, WE

> MOVE that the administration provide a report with the following information related to the Department of Community and Economic

Development: (BALANCE ON FILE IN CLERK'S OFFICE).

Attachments: Motion

File Summary

128. 202000516 MOTION, dated 03/18/2020, submitted by Councilmember Seelbach,

> WE MOVE that the City Council adopt new evaluation criteria for the Human Services Advisory Committee to use during its Evaluation

process prior to the recommendation of Human Services Funding aware recommendations. The new evaluation criteria should address: 1) Whether the use of city funds by the human services provider is equitable to the diversity of the city's demographics, recognizing that minority communities are underserved through traditional means and may have less options for service, thereby reaffirming their need for support within the Human Services Fund; 2) How the provider ensures outreach into and impact within the city's African American community and other traditionally underserved communities; 3) That HSAC should consider the outcomes of equitable engagement and successful impact as a key factor during the evaluation process, giving emphasis to organizations whose data and track records show success at greater

impacts into traditionally underserved and minority communities.

Sponsors: **Budget and Finance Committee** 

Attachments: Motion

129. 202000538 REPORT, dated 4/15/2020, submitted by Patrick A. Duhaney, City

Manager, regarding expanding 10 minutes free or standard rates

program for neighborhood parking meters. (SEE DOC. #202000197).

Sponsors: City Manager

**Attachments:** Report

File Summary

130. 202000589 COMMUNICATION, submitted by Councilmember Mann from Wallace &

Catherine Power, regarding Columbus Avenue Development.

Sponsors: Mann <u>Attachments:</u> Communication

File Summary

**131.** 202000668 ORDINANCE, (EMERGENCY) submitted by Councilmember Jeff Pastor

from Paula Boggs Muething, City Solicitor on 5/21/2020, AUTHORIZING the City Manager to extend the ten-minute free parking policy to all

existing programmable single space smart meters in the City of

Cincinnati.

**Attachments:** Transmittal

Ordinance File Summary

**132.** 202000710 MOTION, submitted by Councilmember Pastor, WE MOVE that the

Administration provide a report on the fiscal impact of reducing the following fees and rates to 2018 levels. The following were raised as part of the FY 2019 Budget: 1. Commercial hauling tax 2. Building and permit fees 3. Stormwater rates 4. Cost of parking at meters 5. Billboard

tax 6. Admissions tax.

Attachments: Motion

File Summary

**133.** 202000781 ORDINANCE (EMERGENCY), dated 06/17/2020, submitted by

Councilmember Sittenfeld, from Paula Boggs Muething, City Solicitor, MODIFYING Section 320-1-P2, "Primary Apprenticeable Occupation" of Chapter 320, "Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers" of the Cincinnati

Municipal Code to amend the definition of "Primary Apprenticeable

Occupation."

<u>Sponsors:</u> Sittenfeld

<u>Attachments:</u> Transmittal

**Emergency Ordinance** 

File Summary

**134.** 202001193 MOTION, submitted by Councilmember Sittenfeld, dated 8/17/2020, WE

MOVE that Findlay Playground - which was closed and gated for a period of nearly two years due to safety concerns - should be a

flourishing, shared public space that increases safety, quality of life, and

recreational opportunities for the surrounding community. WE

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

CLERK'S OFFICE).

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

Attachments: MOTION 202001193

**135.** 202001371 MOTION, dated 08/28/2020, submitted by Councilmember Kearney,

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

**Sponsors:** Kearney

<u>Attachments:</u> Code Enforcement Motion

136. 202001394 MOTION, submitted by Councilmember Kearney, WE MOVE for the City

Administration to deliver a report to City Council, outlining all current city government activities and programs aimed to promoting and enabling homeownership for low-income individuals and families in Cincinnati, along with an update on the impact and effectiveness of these activities. WE FURTHER MOVE for this report to include a feasibility analysis for providing low-income homeowners with forgivable loans to make necessary repairs and home improvements, such that the loan becomes forgivable (in full, or part) upon five (5) years of residing within the home. If such a program (or set of programs) already exists, we ask that the report outline in detail how to program(s) work, who the program(s) have served (e.g. by income-level, age, household size, and neighborhood), and recommendations for expanding such program(s) to increase impact. WE FURTHER MOVE for the city administration to identify funding sources that could be used to enable either the city, or a city partner organization, to complete small repairs for low-income

homeowners, such that homeowners would be liable to pay back the cost of repairs on a sliding scale, depending on level of household income. Most middle-class families cannot come up with a one-time sum of \$20,000 for a new roof, for example, but could very well make important investments in their homes if granted the option to pay back the sum of repairs over time. WE FURTHER MOVE that this report be delivered to City Council within 14 days. (STATEMENT ATTACHED)

<u>Sponsors:</u> Kearney

Attachments: MOTION 202001394

**137.** 202001578 MOTION, submitted by Councilmember Mann, WE MOVE that the City

administration immediately work with the Homeless Coalition, Strategies to End Homelessness and other appropriate stakeholders to address the challenges of homeless citizens and folks on the verge of becoming

homeless as Winter approaches in the midst of the pandemic.

(STATEMENT ATTACHED).

<u>Sponsors:</u> Mann <u>Attachments:</u> <u>MOTION</u> **138.** 202001829 MOTION, submitted by Councilmember Kearney, concerning the

FY2021 CARRYOVER BUDGET PRIORITIES. As City Council beings to work through the 2021 Carryover Budget, please accept these as my priorities for public discussion and consideration: Cincinnati Arts Access Fund (CAAF): a one-time investment of \$200,000 should be made to address the loss of income and financial support that artists, creatives, and neighborhood arts organizations have faced amid the COVID-19 pandemic. The fund should be managed and administered by ArtsWave to ensure public trust and to leverage the deep expertise of a leading local institution that funds and supports 100+ art projects and organizations through impact-based grants that result in a wave of arts

organizations through impact-based grants that result in a wave of arts that connect our region and make it vibrant. (BALANCE ON FILE IN

THE CLERK'S OFFICE).

**Sponsors:** Kearney

Attachments: Motion 202001829

**139.** <u>202001900</u> MOTION, submitted by Councilmember Kearney, WE MOVE for the City

Administration to provide a report to City Council regarding the feasibility of partnering with mynde.me - a nonprofit project recently launched in Cincinnati that seeks to provide a free mental health education portal to

any city or community that wants it. Example:

<https://yourcity.mynde.me/>. WE FURTHER MOVE for this report to be delivered to City Council within 14 days, and for the Cincinnati Health Department to engage directly with Mr. Neal O'Farrell (neal@mynde.me <mailto:neal@mynde.me>), the founder of mynde.me, prior to delivering this report to City Council. (STATEMENT ATTACHED) (AMENDED ON THE FLOOR OF COMMITTEE ON 10/26/2020 TO CHANGE 14 DAYS

TO 30 DAYS)

**Sponsors:** Kearney

Attachments: Motion 202001900

**140.** 202001972 PETITION, submitted to the Clerk of Council from Lot Owners, being a

Petition seeking the imposition of special assessments to pay the costs for Public Improvements at property known as the Walworth Junction Property, located at 2927-3121 (odd) Walworth Avenue in Cincinnati,

Ohio.

**Sponsors:** Clerk of Council

<u>Attachments:</u> <u>Petition</u>

Reference Document O-EPA Letter

Reference Document East End Development

Reference Document Walworth Junction

Reference Document Affidavit for Covenant Not to Sue
Reference Document Geotechnical Engineering Report
Reference Document Statement of Special Inspections

Reference Document Specifications and Construction Notes

**141.** 202002026 RESOLUTION submitted by Paula Boggs Muething, City Manager, on

10/21/2020, DECLARING by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the

Ohio Revised Code.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Resolution

Attachment

**142.** <u>202002055</u> ORDINANCE (EMERGENCY), dated 10/22/2020, submitted by

Councilmember Landsman, AUTHORIZING the City Manager to execute any and all agreements and take such other steps as may be necessary in order to sell City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunyside

Child Development Center, Inc., or other affiliate organization

acceptable to the Ctiv Manager

<u>Sponsors:</u> Landsman

<u>Attachments:</u> Transmittal

**Emergency Ordinance** 

<u>Attachment</u>

Reference Document - 201900436

**143.** 202100278 MOTION, submitted by Councilmember Sundermann and Keating, WE

MOVE that the Administration prioritize in the FY22 budget funding for 40 recruits for Fire Recruit Class #118 to ensure that start date is no later than July 1, 2021, and for 40 recruits for Fire Recruit Class #119 to target a start date of April 1, 2022. WE FURTHER MOVE that the Administration continue to pursue SAFER grant funding opportunities when available to assist in offsetting the cost of these recruit classes.

(STATEMENT ATTACHED)

**Sponsors:** Sundermann and Keating

<u>Attachments:</u> <u>Motion</u>

File Summary

**144.** 202100620 FYI MEMO, dated 02/05/2021, submitted by Councilmember Landsman,

from Paula Boggs Muething, City Manager, Regarding: Responses to Questions for Proposed Development Scorecard (Item 202002226).

<u>Sponsors:</u> Landsman

<u>Attachments:</u> FYI MEMO: re Development Scorecard 2-21

Incentive Application Review Guidance SOP (002)

MP Application - Template for SOP (002)

**145.** 202100669 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 2/18/2021, MODIFYING the salary range schedule for the classification of Water Works Construction Inspector by repealing existing Section 463, Division I, of Chapter 307 of the Cincinnati Municipal Code in order to ensure that the new salary range is consistent with the level of responsibility and competitive with similar

positions across internal and external job markets.

**Sponsors:** City Manager

**Attachments:** Transmittal

**Ordinance** 

**146.** 202100686 COMMUNICATION, submitted by Councilmember Mann, from Paula

Boggs Muething, City Manager, regarding an FYI Memo concerning the

Status Update on CDBG-CV and ESG-CV Expenditures.

Sponsors: Mann

**147.** 202100670 MOTION, dated 02/10/2021, submitted by Councilmember Mann, WE

MOVE that the Administration develop recommendations to finalize contracts implementing human services grants much sooner after Council approves the grant awards, so that the intended benefit of the grant awards is not unnecessarily delayed, sometimes for months.

(STATEMENT ATTACHED)

Sponsors: Mann

<u>Attachments:</u> <u>Motion about Human Services</u>

**148.** 202100747 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 2/22/2021, regarding Recreation Department FY 2022-2023

Biennial Operating Budget Needs.

**Sponsors:** City Manager

<u>Attachments:</u> Transmittal

**Presentation** 

**Business Plan Executive Summary** 

File Summary

**149.** 202100748 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 2/22/2021, regarding Parks Department FY 2022-2023 Biennial

Operating Budget Needs.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

**Presentation** 

Attachment A - Amid Protest and Pandemic, Urban Parks Show Their W

Attachment B - BrandStetter Carroll Progress Report - Preliminary

Attachment C - Cincinnati Parks Map

File Summary

**150.** 202100843 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 3/1/2021, regarding Department of Public Services FY 2022-2023

Biennial Operating Budget Needs.

**Sponsors:** City Manager

**Attachments:** Transmittal

Presentation
File Summary

**151.** 202100849 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 3/1/2021, regarding Health Department FY 2022-2023 Biennial

Operating Budget Needs.

**Sponsors:** City Manager

Attachments: Transmittal

Presentation
File Summary

**152.** 202101096 COMMUNICATION, submitted by Councilmember Mann from Paula

Boggs Muething, City Manager, regarding a report concerning state of

CRS Pension trust and Healthcare Trust as of December 31, 2019.

Sponsors: Mann

Attachments: CRS Board Report to Council 2-9-2021 FINAL

**153.** <u>202101116</u> PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 3/22/2021, regarding is the Department of Finance's FY

2022-2023 Biennial Operating Budget needs.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

> Presentation File Summary

**154.** 202101167 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 3/22/2021, regarding the Department of Human Resources' FY

2022-2023 Biennial Operating Budget needs.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Presentation
File Summary

155. 202101176 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 3/22/2021, regarding the Office of Environment and

Sustainability's FY 2022-2023 Biennial Operating Budget needs.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

Presentation
Attachment A
Attachment B
Attachment C
Attachment D
File Summary

**156.** 202101198 PRESENTATION, dated 03/19/2021, submitted by Councilmember

Mann, from Ali Trianfo, regarding MORTAR.

**Sponsors:** Mann

<u>Attachments:</u> MORTAR Presentation

File Summary

**157.** 202101200 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 3/22/2021, regarding the Enterprise Technology Solutions' FY

2022-2023 Biennial Operating Budget needs.

<u>Sponsors:</u> City Manager
<u>Attachments:</u> <u>Transmittal</u>
Presentation

File Summary

**158.** <u>202101268</u> MOTION, submitted by Councilmember Mann, I MOVE for a report from

the city administration evaluating the compliance with basic COVID precautions by this past weekend's attendees at the Banks DORA and what additional enforcement or education may be appropriate to minimize the risk that the DORA will become a major source of new

COVID cases. (STATEMENT ATTACHED).

**Sponsors:** Mann

**Attachments:** MOTION- MANN

**159.** 202102050 MOTION, submitted by Councilmember Sundermann, In lieu of funding

the repainting of the Black Lives Matter Mural on Plum Street in front of City Hall, I MOVE that the Administration prepare an ordinance in an equal amount to fund business development grants to Black-owned business through the African American Chamber of Commerce. The

source of funds for the grants should be the "Reserve for Weather Related Events, Other Emergency and One-Time Needs." We have previously provided American Rescue Plan funding to the arts community. As we now work to regain our region's economic footing, we should be helping Black businesses recover through grants administered through the African American Chamber. Actions speak louder than words. Cincinnati has the #1 Chamber in the United States that is advocating for African American businesses in the Greater Cincinnati and Northern Kentucky region. On June 9, 2017, the Cincinnati Business Courier ranked Cincinnati's African American Chamber of Commerce as the #1 fastest growing Chamber in the Region.

**Sponsors:** Sundermann

<u>Attachments:</u> <u>Motion</u>

**160**. 202102098

MOTION (AMENDED), dated 06-08-2021, submitted by Councilmember Kearney, WE MOVE for a REPORT on the establishment of the Cincinnati Property Tax and Mortgage Delinquency Program for low to moderate income families to prevent loss of homeownership by homeowners who are delinquent in property tax payments due to the COVID-19 pandemic. The COVID-19 pandemic has caused financial hardships for Cincinnati homeowners, putting many in danger of foreclosure due to delinquent property taxes. Hamilton County Treasurer Charlie Winburn reported in May 2021 that owners of 106 Cincinnati Homestead properties, and 636 Cincinnati owner-occupied homes are delinquent in property taxes, for a total of 742 delinquent Cincinnati property owners. Therefore, the Treasurer has requested that the City of Cincinnati partner with Hamilton County to provide funds to homeowners who are delinquent in property taxes due to the effects of the pandemic so that they will not lose their homes. The Treasurer estimates that the average delinquency is \$5,000 for a total of \$3,710,000 in delinquent property taxes. The agency that would manage the Cincinnati Property Tax and Mortgage Delinguency Program would verify that the homeowner's income is equal to or less than 80 percent of AMI and the delinguencies are COVID related, and then execute the necessary documents and actions to bring the homeowners current in their property taxes and mortgage. The Hamilton County Treasurer's Office has partnered with the non-profit, Working in Neighborhoods, for this service at the total cost of \$500.000. The City could choose Working in Neighborhoods, the Hamilton County Community Action Agency, or another agency to manage the City's program. THEREFORE, the total projected cost for the Cincinnati Property Tax Delinquency Program is \$4,210,000. WE FURTHER MOVE for the City Administration to provide a REPORT on a feasible funding source or sources, such as funds from the State's share of the Homeowner Assistance Fund (HAF), the City's Reserves Fund, or other viable sources. (STATEMENT ATTACHED)

**Sponsors:** Kearney

Attachments: MOTION

**AMENDED MOTION** 

161. 202102100 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 6/2/2021, regarding the City Manager's Recommended FY

2022-2023 Biennial Budget.

Attachments: Transmittal - City Manager's Recommended FY 22-23 Biennial Budget

Presentation - City Manager's Recommended FY 22-23 Biennial Budget

**162.** 202102159 PRESENTATION submitted by Paula Boggs Muething, City Manager,

dated 6/7/2021, regarding attached presentation for setting water rates

for 2022-2026.

<u>Sponsors:</u> City Manager

Attachments: Transmital

**Presentation** 

**163.** 202102292 COMMUNICATION, submitted by Councilmember Mann, from

Melancthon W. Chatfield, regarding a property at 3500 Glenway Avenue, owned by The Hyde Park Lumber Company, requesting the

City of Cincinnati forgive any and all current or back taxes.

**Sponsors:** Mann

**Attachments:** Communication

**164.** 202102443 MOTION Submitted by Councilmember Kearney. WE MOVE that City

Council allocate \$40,000 to the community of Mt Adams to purchase a greenspace parcel at the intersection of Parkside Place and Martin

Drive.

<u>Sponsors:</u> Kearney

Attachments: Motion

**165.** 202102661 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 9/1/2021, LEVYING assessments for the unpaid costs of private lead service line replacements installed at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati

Municipal Code Sections 401-127 through 401-135 and as set forth in

the attached Exhibit 1.

<u>Sponsors:</u> City Manager <u>Attachments:</u> Transmittal

**Emergency Ordinance** 

Exhibit 1

**166.** 202102643 ORDINANCE, dated 8/26/2021, submitted by Councilmember Goodin,

from Andrew W. Garth, City Solicitor, MODIFYING Title I, "Council and Corporation Miscellany," by enacting new Chapter 119, "Prohibition on

the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and MODIFYING Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

**Sponsors:** Goodin

**Attachments:** Transmittal

**Ordinance** 

**167.** 202102648 ORDINANCE (EMERGENCY) submitted by Paula Boggs Muething, City

Manager, on 9/1/2021, AUTHORIZING the City Manager to execute any and all agreements and take such other steps as may be necessary in order to lease City-owned real property at 2010 Auburn Avenue in the

Mount Auburn neighborhood of Cincinnati to Sunnyside Child

Development Center, Inc., or other affiliated organization acceptable to

the City Manager.

**Sponsors:** City Manager

<u>Attachments:</u> <u>Transmittal</u>

Ordinance

Exhibit A

**168.** 202102715 MOTION, submitted by Councilmember Landsman, Investing in

Community-Driven Safety Plans to Reduce Crime & Violence. In addition to expanded efforts to get illegal guns off our streets and other

safety measures the City is pursuing, WE HEREBY MOVE the Administration, working with its many capable and diverse partners, establish a renewed effort to support community-led violence reduction

efforts. (BALANCE ON FILE IN CLERK'S OFFICE) (STATEMENT

ATTACHED)

**Sponsors:** Landsman

<u>Attachments:</u> <u>Motion Updated Investing in Community-Driven Safety Plans</u>

**169.** <u>202102758</u> MOTION, dated 09/07/2021, submitted by Councilmember Keating, As

the Administration moves forward with traffic calming measures and infrastructure updates within the city, WE MOVE for the administration to investigate new sustainable infrastructure innovations that provide storm water management through absorption and flow control including (but not limited to) the utilization and implementation of soil cells, urban watersheds, urban rain gardens, bioretention, and permeable pavement. As we continue to see heavy rains and continuous flooding, impacting our residents and businesses, we need to find ways to take the pressure off our storm sewers. WE FURTHER MOVE for the administration to provide a cost analysis with these options to show if a bigger investment

in green infrastructure now may save more money than the money spent on aftermath of storms including cleanup efforts, claims and settlements and the utilization of other city resources that are needed in response to flooding/backup after heavy rainfalls.

<u>Sponsors:</u> Keating <u>Attachments:</u> <u>Motion</u>

ADJOURNMENT



202103/15

#### MOTION

November 10, 2021

We MOVE that the Administration immediately begin a thorough review of President Joe Biden's Infrastructure Investment & Jobs Act, a part of the Build Back Better Plan. This review should serve to prepare the City for any and all opportunities to capitalize on the maximum amount of eligible funding that will become available through its passage, and put the city in a competitive position to apply for grants and receive other funds as they become available in the coming months.

We FURTHER MOVE the Administration return with a report to council, summarizing all aspects of the bill that could impact Cincinnati, if any policy direction is required for the administration to maximize its funding & grant applications, and how the administration plans to prepare applications (including the need to identify potential matching funds) so that Cincinnati taxpayers receive the greatest impact for urban infrastructure improvements.

michele Lemo Kearney
1



November 17, 2021

To: Mayor and Members of City Council 202103105

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance-Fifth Amendment to Contract with Reading Ohio

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a *Fifth Amendment to Contract* between the City of Cincinnati and the City of Reading, Ohio.

Greater Cincinnati Water Works currently supplies retail and wholesale water service to the City of Reading pursuant to a water contract and related amendments to that contract. The current term of the contract is set to expire on December 31, 2021. This ordinance authorizes the City Manager to execute a fifth amendment to the existing contract to extend the term of the contract for one additional year, until December 31, 2022. The form of the amendment is attached to the ordinance as Exhibit A

The Administration recommends passage of this Emergency Ordinance.

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

#### EMERGENCY

# City of Cincinnati

ALA BWG

- 2021

An Ordinance No.

**AUTHORIZING** the City Manager to execute a *Fifth Amendment to Contract* between the City of Cincinnati and the City of Reading, Ohio.

WHEREAS, the City of Cincinnati ("City") and the City of Reading, Ohio ("Reading") are parties to a certain *Contract* dated August 26, 1993 for the Cincinnati to supply resale and wholesale water service to Reading (as amended, the "Contract"); and

WHEREAS, the Contract's term is currently set to expire on December 31, 2021; and

WHEREAS, the City and Reading desire to amend the Contract to extend the term for an additional twelve months ending December 31, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Fifth Amendment to Contract* between the City of Cincinnati and the City of Reading, Ohio to extend the term of the existing contract between the parties until December 31, 2022, which amendment shall be in substantially the same form as Attachment A attached hereto.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of the contract as amended.

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

continue under the terms	of the existing contract beyond I	December 31, 2021.	
Passed:	, 2021		
		John Cranley, Mayor	
Attest:Clerk			

emergency is the immediate need to execute the contract amendment to enable water service to

### ATTACHMENT A

#### FIFTH AMENDMENT TO AGREEMENT

(provision of retail and wholesale water service to Reading)

THIS FIFTH AMENDMENT to AGREEMENT ("Fifth Amendment") is made and entered into effective on the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, OHIO, an Ohio municipal corporation ("Cincinnati"), on behalf of its Greater Cincinnati Water Works located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232, and the CITY OF READING, an Ohio municipal corporation ("Reading") located at 1000 Market St. Cincinnati, Ohio 45215.

#### **RECITALS**

- A. Cincinnati and Reading are parties to a certain *Contract* dated August 26, 1993 as amended by a *First Amendment to Contract* dated December 30, 1993, a *Second Amendment to Contract* dated May 13, 1996, a *Third Amendment to Contract* dated December 21, 2017, and a *Fourth Amendment to Contract* dated December 30, 2020 (as amended, the "Contract") for Cincinnati to provide retail and wholesale water to Reading.
- B. The Contract is currently set to expire on December 31, 2021.
- C. Cincinnati and Reading desire to extend the term of the Contract for an additional year until December 31, 2022. The parties intend to negotiate the terms of a new contract during the additional year.

D.	<b>Execution of this Fifth</b>	Amendment was	authorized by Ci	ncinnati City C	ouncil Ordinance No.	
	2021, passed on	, 2021 an	nd by Reading C	ity Council by	Ordinance No	2021
	passed on	, 2021.				

NOW, THEREFORE, the parties amend the Contract as follows:

- 1. <u>Term.</u> The term of the Contract is hereby extended for an additional year expiring December 31, 2022.
- 1. <u>Ratification.</u> All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Contract, as amended hereby, is hereby ratified by the parties. This Fifth Amendment may be executed in counterparts, and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original signature pages.

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

## **CITY OF CINCINNATI** Paula Boggs Muething, City Manager Date: \_\_\_\_\_\_, 2021 **RECOMMENDED BY GREATER CINCINNATI WATER WORKS:** Cathy B. Bailey, Director APPROVED FOR LEGAL SUFFICIENCY BY: **Assistant City Solicitor APPROVED BY CITY PURCHASING: Bobbi Hageman, Chief Procurement Officer** APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION: Edgar DeVeyra, Interim Director **CERTIFICATION OF FUNDS:** Date: \_\_\_\_\_ Funding: Amount: \_\_\_\_\_

Karen Alder, Finance Director

#### FIFTH AMENDMENT TO AGREEMENT

(provision of retail and wholesale water service to Reading)

THIS FIFTH AMENDMENT to AGREEMENT ("Fifth Amendment") is made and entered into effective on the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, OHIO, an Ohio municipal corporation ("Cincinnati"), on behalf of its Greater Cincinnati Water Works located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232, and the CITY OF READING, an Ohio municipal corporation ("Reading") located at 1000 Market St. Cincinnati, Ohio 45215.

#### **RECITALS**

- A. Cincinnati and Reading are parties to a certain *Contract* dated August 26, 1993 as amended by a *First Amendment to Contract* dated December 30, 1993, a *Second Amendment to Contract* dated May 13, 1996, a *Third Amendment to Contract* dated December 21, 2017, and a *Fourth Amendment to Contract* dated December 30, 2020 (as amended, the "Contract") for Cincinnati to provide retail and wholesale water to Reading.
- B. The Contract is currently set to expire on December 31, 2021.
- C. Cincinnati and Reading desire to extend the term of the Contract for an additional year until December 31, 2022. The parties intend to negotiate the terms of a new contract during the additional year.

D.	Execution of this F	ifth Amendment w	as autho	rized by (	Cincir	nnati City	/ Co	uncil Ordina	ance No	
	2021, passed on_	, 2021	and by	Reading	City	Council	by	Ordinance	No	2021,
	passed on	, 2021.								

NOW, THEREFORE, the parties amend the Contract as follows:

- 1. <u>Term.</u> The term of the Contract is hereby extended for an additional year expiring December 31, 2022.
- 1. <u>Ratification.</u> All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Contract, as amended hereby, is hereby ratified by the parties. This Fifth Amendment may be executed in counterparts, and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original signature pages.

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

City of Reading		
By: Patrick G. Ross, Safety Service Director		
Date:, 2021		
APPROVED FOR LEGAL SUFFICIENCY BY:		
City of Reading, Law Director		

[CINCINNATI SIGNATURE PAGE FOLLOWS]

#### **CITY OF CINCINNATI**

By:
Paula Boggs Muething, City Manager
Date:, 2021
RECOMMENDED BY GREATER CINCINNATI WATER WORKS:
Cathy B. Bailey, Director
APPROVED FOR LEGAL SUFFICIENCY BY:
Assistant City Solicitor
APPROVED BY CITY PURCHASING:
Bobbi Hageman, Chief Procurement Officer
APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:
Edgar DeVeyra, Interim Director
CERTIFICATION OF FUNDS:
Date:
Funding:
Amount:
Karen Alder, Finance Director



November 17, 2021

To: Mayor and Members of City Council 202103106

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance-Water Service Agreement with Village of

Glendale

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a *Water Service Agreement* between the City of Cincinnati and the Village of Glendale, Ohio.

Greater Cincinnati Water Works currently provides standby and retail water service to the Village of Glendale pursuant to a Water Service Contract, dated June 17, 1997 (and as amended). The current contract term will expire on December 31, 2021. This ordinance authorizes the City Manager to execute a new, 30-year contract with the Village of Glendale for standby and retail water service. The rate charged for retail water service under this new contract will be at a rate differential of 1.25 times the rate for City residents for retail water service and standby water service will be charged at rates as fixed from time to time by City Council ordinance. The form of this contract is attached to the ordinance as Exhibit A.

The Administration recommends passage of this Emergency Ordinance.

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

#### **EMERGENCY**

## City of Cincinnati An Ordinance No.

ALA BWG

- 2021

**AUTHORIZING** the City Manager to execute a *Water Service Agreement* between the City of Cincinnati and the Village of Glendale, Ohio.

WHEREAS, the City of Cincinnati ("City") provides standby and retail water service to the Village of Glendale, Ohio ("Glendale") pursuant to a *Water Service Contract* dated June 17, 1997 (as amended, the "Current Contract"); and

WHEREAS, the Current Contract term will expire December 31, 2021; and

WHEREAS, the City and Glendale desire to enter into a new agreement, in a form substantially similar to Attachment A, for the City to provide retail and standby water service to Glendale for 30 years with retail water service charged at a rate differential of 1.25 times the rate for City residents for retail water service, and standby water charged at rates fixed from time to time by City Council ordinance; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Water Service Agreement* between the City of Cincinnati and the Village of Glendale, Ohio for the City to provide standby and retail water service to Glendale, which agreement shall be in substantially the same form as Attachment A attached hereto ("Agreement").

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of 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 execute the Agreement to enable the City to continue to provide water

service to the Village of Glendale, Ohio beyond	the December 31, 2021 expiration date of the
current contract.	
Passed:, 202	1
	John Cranley, Mayor
Attest:	
Clerk	

### ATTACHMENT A

Cincinnati (	Contract no.	

#### WATER SERVICE AGREEMENT

(standby service to Village of Glendale and retail service to school)

This Water Service Agreement ("Agreement") is made and entered into effective as of the Effective Date (defined on the signature page hereof) between the CITY OF CINCINNATI, an Ohio municipal corporation, the address of which for the purposes of this Agreement is 4747 Spring Grove Avenue, Cincinnati, Ohio, 45232 ("Cincinnati") and the VILLAGE OF GLENDALE, an Ohio municipal corporation, the address of which 30 Village Square, Glendale, OH 45246 ("Glendale").

#### **RECITALS**

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (GCWW), a municipal water utility that supplies water to its inhabitants, and is empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City council.
- B. Glendale owns and operates the Glendale Water Works, a municipal water utility that supplies water to its inhabitants and is empowered pursuant to Ohio Constitution Article XVIII, Section 4 to contract to purchase water to be supplied to its inhabitants.
- C. Since 1958, Cincinnati has provided surplus water to Glendale, most recently pursuant to a Water Service Contract between the parties dated June 17, 1997, as amended by a First Amendment dated July 26, 2006, a Second Amendment dated December 20, 2017, and a Third Amendment dated December 23, 2020 ("1997 Agreement"), which will expire December 31, 2021.
- D. Under the 1997 Agreement, Cincinnati agreed to provide Glendale with standby water service as well as retail water service to the Glendale Elementary School.
- E. The parties desire to enter into this new Agreement for Cincinnati to continue to provide surplus water service to Glendale on the terms and conditions provided herein.

F.	This Agreement is authorized by Glendale Village Council Ordinance no	dated
	and Cincinnati City Council Ordinance no	dated

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, Cincinnati and Glendale do hereby agree as follows:

{00351782-3}

- 1. **TERM**. The term ("**Term**") of this Agreement shall commence on the Effective Date and continue until December 31, 2050. This Agreement may be terminated by either party upon one hundred and eighty (180) days prior written notice to the other party. The 1997 Agreement shall terminate effective as of the Effective Date.
- 2. **DEFINITIONS.** Except as otherwise expressly indicated in this Agreement, the terms herein shall have the meaning defined in this Section 2.
- A. <u>Cincinnati Water System</u> shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cincinnati for itself, its inhabitants, and for all other areas served by Cincinnati, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.
- B. <u>Glendale Water System</u> shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Glendale for itself, its inhabitants, and for all other areas served by Glendale, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.
- C. <u>Cincinnati Rules and Regulations</u> shall mean the ordinances (including relevant portions of the Cincinnati Municipal Code), laws, standards, specifications, rules, and regulations governing the Cincinnati Water Works.
- 3. **SURPLUS WATER**. The parties agree that Cincinnati shall supply surplus water service to Glendale only when Cincinnati has available surplus water beyond the water service needs of customers within the City of Cincinnati. Cincinnati shall have the right to prioritize water service to the residents of the City of Cincinnati over all other customers. Cincinnati shall have sole discretion to adjust the prioritization and allocation of water service among non-Cincinnati customers. Cincinnati does not guarantee the ability, and shall not be liable for failure, to furnish water or minimum pressure to Glendale. Glendale shall not supply the surplus water herein to properties outside of the corporate boundaries of the Village of Glendale (as may be modified from time to time), which are shown on Exhibit A.
- 4. APPLICABLE LAWS. Except as otherwise expressly provided herein, the parties agree that the Cincinnati Rules and Regulations (as may be modified by Cincinnati from time to time) shall apply to and be enforceable as to all aspects of Cincinnati's water service to Glendale under this Agreement, including but not limited to billing and ownership and maintenance of facilities and appurtenances to the water system. Cincinnati shall apply the Cincinnati Rules and Regulations no differently as to Glendale as to within the City of Cincinnati, except as expressly provided herein. The Cincinnati Water System is subject to strict federal, state and local regulations regarding water quality and water treatment practices. Cincinnati is ultimately responsible for water quality of and shall have sole discretion to manage the Cincinnati Water System to ensure compliance with these requirements, and to protect health, lives, and property including, but not limited to decisions as to capital improvements and their replacement associated with the quality

of water, water production, treatment techniques, and water quality analysis equipment and facilities.

#### 5. STANDBY WATER SERVICE

- A. <u>Standby Service</u>. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, following Glendale prior notification to Cincinnati as provided below, Cincinnati will make best efforts to furnish standby water service to Glendale on a temporary basis through the Connections (as defined herein) for the following needs and no others:
  - i. Emergency Use. Glendale shall obtain prior verbal approval from GCWW Distribution Dispatch at (513)591-7700 (24 hour) to operate the Connections to access emergency standby water. Within 24 hours of verbal approval, Glendale shall provide written notice to the GCWW Director of the reason for and extent of use of emergency standby water. For purposes of this section, an "Emergency" shall be defined as any situation arising from fire, flood, storm, water main break or other malfunction or breakdown of a water system or unpotable condition of water in a water system, or a similar emergency condition causing an immediate threat to the life, health, property or normal business of the customers served by the water system experiencing the emergency. The parties agree that inadequate water supply due to inadequate facilities and/or high seasonal demand shall not be considered an emergency.
  - ii. <u>Non-Emergency Use.</u> Glendale may request to purchase surplus water for non-emergency purposes, such as system maintenance, which shall only be accessed with the prior written approval of GCWW.
- B. <u>Connections</u>. There are three existing connections for surplus water delivery between the Cincinnati Water System and the Glendale Water System located at Springfield Pike, Congress Ave and East Sharon Road (including any connections installed in the future, the "Connections").

Cincinnati shall be responsible for maintaining and replacing the existing master meters at the Connections. Other than the master meters, Glendale shall own and be responsible for the maintaining, repairing, operating, replacing and testing of the water facilities comprising the Connections, including the pressure regulator valves, meter pits, backflow preventers and other related appurtenances, in accordance with GCWW Rules and Regulations as well as any applicable state and federal regulations. Glendale may add or upgrade the Connections at its own cost and in accordance with plans approved by Cincinnati. Upon termination or expiration of this Agreement, Glendale shall remove and plug the Connections subject to the inspection and approval of GCWW. Any and all work performed by Glendale pursuant to this Agreement shall conform in all respects to the standards, ordinances, laws, rules and regulations of Cincinnati, as described in Chapter 401 of the Cincinnati Municipal Code, and will be subject to GCWW inspection and approval.

C. Notwithstanding anything to the contrary in this Agreement, Cincinnati shall be excused from providing standby water if it is experiencing an exigency or emergency such as in the case of mains breaks, serious damage to reservoirs or pumping equipment, or other emergencies or necessities (in which case the water may be shut off without notice). Glendale further agrees and understands that since the location of Glendale's connections to the Cincinnati Water System are not within the corporate limits of Cincinnati, that service to Glendale, or any other areas on a standby or emergency basis, is at all times dependent upon the availability of sufficient surplus water to Glendale's connection.

#### 6. **RETAIL WATER SERVICE**

- A. <u>Service to Glendale Elementary School</u>. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, Cincinnati will provide retail water service to the Glendale Elementary School property located at 930 Congress Avenue and all parcels assigned to this address in the Village of Glendale ("Retail Area"). The retail water service provided in this section shall not be used for any uses outside of the Service Area. No other retail water service shall be furnished by Cincinnati within the corporate limits of the Glendale unless authorized by an amendment to this Agreement.
- B. Obligation of Owners of Property Served. Any owner of the real property supplied retail water services under this Agreement, shall be considered as accepting and being subject to:

  1) the provisions of this Agreement, as may be amended from time to time, 2) the applicability and enforcement of the Cincinnati Rules and Regulations, and 3) liability for all water service charges for such premises, whether the accounts for such premises are carried in the name of such owner or in the name of tenants or other persons.
- C. <u>Billing and Collecting</u>. In connection with retail water service under this Agreement, Cincinnati will read all meters; print, deliver (by mail or otherwise) and collect payment of bills and charges, and audit accounts as to each property.
- 7. **COMPENSATION.** From time to time, Cincinnati City Council shall fix by ordinance the charges for water supplied to political jurisdictions and to retail customers in the City of Cincinnati. Nothing in this Agreement shall limit in any way Cincinnati's right to establish rates for water supplied to customers in Cincinnati. During the Term, the rates for service under this agreement shall be as follows:
- A. <u>Standby Water.</u> Glendale shall pay for emergency and non-emergency standby water at rates for water used by political subdivisions (currently Cincinnati Municipal Code 401-81 "Political Subdivision Rates") as fixed by ordinance of the Council of Cincinnati from time to time. The current rates for 2022 and 2023 are:

Period	Political Subdivision rate
Winter (Jan-May & Nov-Dec 2022)	\$3.27/ccf
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Winter (Jan-May & Nov-Dec 2023)	\$3.45/ccf
Summer (May - Oct 2023)	\$4.11/ccf

Payment for standby water furnished shall be made within 30 days after billing by Cincinnati. Payment is agreed to be for the purchase of water and water service and shall not be interpreted to be for the purchase of any portion of the Cincinnati Water System or other Cincinnati-owned property used in providing water and/or water service.

- A. Retail Water Service. Notwithstanding any other provisions in this Agreement, the rate charged to the retail customers under this agreement shall be fixed at 1.25 times ("Rate Differential") the rate charged to customers in the City of Cincinnati pursuant to the Cincinnati Rules and Regulations as may be amended from time to time. The Parties agree that the Rate Differential established by this Section 6(C) has been set by agreement, in consideration of the mutual promises set forth herein. No Party shall claim or contend, in any court, arbitration, or other dispute resolution forum, based on any statute or otherwise, that the rate established by this Agreement is improper or the product of non-acceptable methodology, and the Parties hereby waive any such rights and covenant not to bring any such claim. Billing and collection of retail water service customers (including, but not limited to meter reading, billing, collection, auditing, and appeals) shall be in accordance with the Cincinnati Rules and Regulations and other procedures, which shall operate no differently for persons located in Glendale than for those located in the City of Cincinnati.
- 8. RIGHT TO USE. Cincinnati, its successors and assigns as to the ownership of the Cincinnati Water System, shall have the right to use all existing easements and rights-of-way within the Village of Glendale for construction, operation, maintenance, repair, and replacement of existing GCWW water mains and other appurtenances (including public water service branches), which right shall not be terminated as long as Cincinnati, its successor or assigns are furnishing water to Glendale or through Glendale to other areas of the GCWW Water System. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights of Cincinnati may have to lay water mains in the streets of the Village of Glendale without Glendale's consent, for the purpose of furnishing water to consumers in the GCWW Water System.
- 9. **FURNISHING OF DETAILED DRAWINGS.** Glendale shall furnish to Cincinnati reproducible, detailed drawings showing the location of all pipes, special castings, valves and fire hydrants installed under their responsibility in connection with this Agreement.
- 10. CONSTRUCTION AND RESTORATION. Following construction, reconstruction, maintenance, repair, laying, relaying or replacement of water mains in the streets of Glendale, Cincinnati shall restore such streets to their original condition to the satisfaction of Glendale; however, Cincinnati shall not be required to repave or resurface any part of any street not opened by it in connection with such work. Cincinnati shall make best efforts to complete all water main work in the Village of Glendale within a reasonable amount of time following commencement.

#### 11. NOTICES

All legal notices required under this Agreement shall be personally served or sent by first class U.S. mail, postage prepaid, addressed to the parties as follows, or to such other addresses as a party may designate in writing for such purpose:

#### To the Cincinnati:

City of Cincinnati Greater Cincinnati Water Works Attention: Director's Office 4747 Spring Grove Ave Cincinnati, Ohio 45232

#### To Glendale:

David Lumsden
Village Administrator
Village of Glendale
30 Village Square
Glendale, Ohio 45246

However, if Glendale sends a notice to Cincinnati alleging that it is in default under this Agreement or that Glendale desires to terminate or not renew the Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, and Cincinnati, OH 45202.

12. **EXCLUSIONS OF DAMAGES; LIMITATIONS OF LIABILITY.** Except with respect to (i) a breach or inaccuracy of any representations or warranties hereunder, (ii) a breach of obligations to follow applicable laws and regulations; or (iii) a party's gross negligence, willful misconduct or fraud, neither party shall be liable for any damages. Notwithstanding the foregoing: (x) neither party shall be liable, for any indirect, incidental, special or consequential damages suffered by the other party hereto as a result of any breach of this agreement, even if the other party has been advised of the possibility of such damages, and (y) nothing Agreement shall be construed to make Cincinnati in any way responsible for the Glendale Water System, including but not limited to its improvement, maintenance, repair or the quality of the water beyond the connection, and (z) Cincinnati shall not have any liability for damages regarding supply of water or minimum pressure.

#### 13. GENERAL PROVISIONS

i. <u>No Third Party Rights</u>. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cincinnati or Glendale.

- ii. <u>Waiver</u>. This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- iii. <u>Entirety; Conflict</u>. This Agreement and any documents, laws, codes, regulations, or written policies specifically identified herein and in the Exhibits contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- iv. <u>Severability</u>. In the event that any provision of this Agreement is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions. Each provision of this Agreement will be and is deemed to be separate and separable from each other provision.
- v. Choice of Law; Joint Preparation. This Agreement is entered into and is to be performed in the State of Ohio. Cincinnati and Glendale agree that the laws of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties under and related to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party.
- vi. <u>Forum Selection</u>. The parties, their successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Cincinnati to Glendale in connection therewith. However, in the event that any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Ohio.
- vii. <u>Electronic, Counterpart and PDF Signatures</u>. This Agreement may be executed in counterparts, and an electronic, facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- viii. Official Capacity. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Cincinnati in other than his or her official capacity.
- ix. <u>Amendment</u>. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

14. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A –Map of Service Area (on Effective Date)

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates reflected below, effective as of the later of such dates ("**Effective Date**").

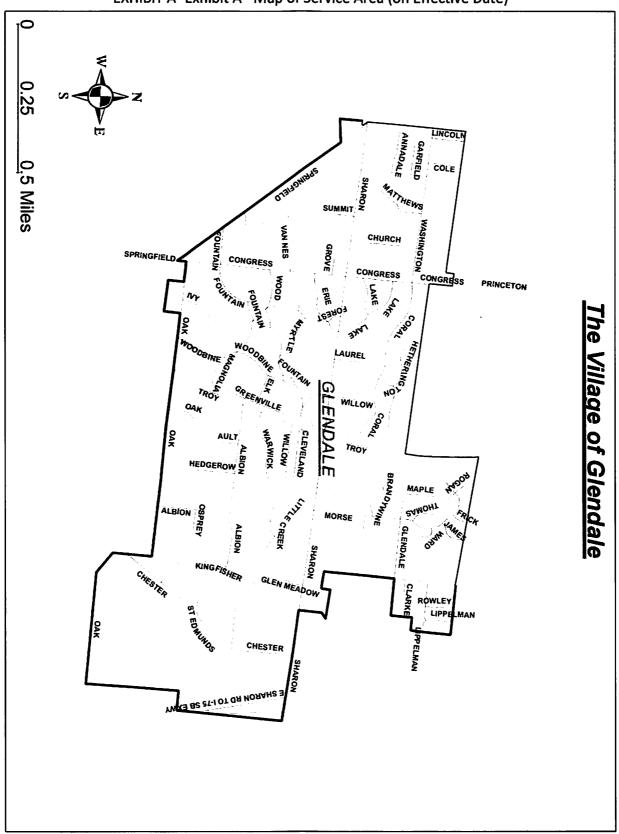
Ву:	
Donald Lofty, Mayor	
Date:	
RECOMMENDED BY:	
David Lumsden, Village Administrator	_
APPROVED AS TO FORM BY:	
Glendale Village Solicitor	

**VILLAGE OF GLENDALE** 

[CITY OF CINCINNATI SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI		
Ву:		
Paula Boggs Muething, City Manager		
Date:	, 2020	
RECOMMENDED BY:		APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:
Cathy B. Bailey, Director Greater Cincinnati Water Works		Edgar DeVeyra, Interim Director
APPROVED AS TO FORM BY:		CITY PURCHASING APPROVAL BY:
Assistant City Solicitor		Bobbi Hageman, Chief Procurement Officer
CERTIFICATION OF FUNDS:		
Date: Funding: Amount:		
Karen Alder, Cincinnati Finance Di	rector	

EXHIBIT A- Exhibit A – Map of Service Area (on Effective Date)



Cincinnati Contract no	
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#### WATER SERVICE AGREEMENT

(standby service to Village of Glendale and retail service to school)

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#### <u>RECITALS</u>

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (GCWW), a municipal water utility that supplies water to its inhabitants, and is empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City council.
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- D. Under the 1997 Agreement, Cincinnati agreed to provide Glendale with standby water service as well as retail water service to the Glendale Elementary School.
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F.	This Agreement is authorized by Glendale Village Council Ordinance no.	dated
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	•	

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{00351782-3}

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- 3. **SURPLUS WATER**. The parties agree that Cincinnati shall supply surplus water service to Glendale only when Cincinnati has available surplus water beyond the water service needs of customers within the City of Cincinnati. Cincinnati shall have the right to prioritize water service to the residents of the City of Cincinnati over all other customers. Cincinnati shall have sole discretion to adjust the prioritization and allocation of water service among non-Cincinnati customers. Cincinnati does not guarantee the ability, and shall not be liable for failure, to furnish water or minimum pressure to Glendale. Glendale shall not supply the surplus water herein to properties outside of the corporate boundaries of the Village of Glendale (as may be modified from time to time), which are shown on Exhibit A.
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#### 6. **RETAIL WATER SERVICE**

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- 10. **CONSTRUCTION AND RESTORATION.** Following construction, reconstruction, maintenance, repair, laying, relaying or replacement of water mains in the streets of Glendale, Cincinnati shall restore such streets to their original condition to the satisfaction of Glendale; however, Cincinnati shall not be required to repave or resurface any part of any street not opened by it in connection with such work. Cincinnati shall make best efforts to complete all water main work in the Village of Glendale within a reasonable amount of time following commencement.

#### 11. NOTICES

All legal notices required under this Agreement shall be personally served or sent by first class U.S. mail, postage prepaid, addressed to the parties as follows, or to such other addresses as a party may designate in writing for such purpose:

To the Cincinnati:

City of Cincinnati Greater Cincinnati Water Works Attention: Director's Office 4747 Spring Grove Ave Cincinnati, Ohio 45232

#### To Glendale:

David Lumsden Village Administrator Village of Glendale 30 Village Square Glendale, Ohio 45246

However, if Glendale sends a notice to Cincinnati alleging that it is in default under this Agreement or that Glendale desires to terminate or not renew the Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, and Cincinnati, OH 45202.

12. **EXCLUSIONS OF DAMAGES; LIMITATIONS OF LIABILITY.** Except with respect to (i) a breach or inaccuracy of any representations or warranties hereunder, (ii) a breach of obligations to follow applicable laws and regulations; or (iii) a party's gross negligence, willful misconduct or fraud, neither party shall be liable for any damages. Notwithstanding the foregoing: (x) neither party shall be liable, for any indirect, incidental, special or consequential damages suffered by the other party hereto as a result of any breach of this agreement, even if the other party has been advised of the possibility of such damages, and (y) nothing Agreement shall be construed to make Cincinnati in any way responsible for the Glendale Water System, including but not limited to its improvement, maintenance, repair or the quality of the water beyond the connection, and (z) Cincinnati shall not have any liability for damages regarding supply of water or minimum pressure.

#### 13. GENERAL PROVISIONS

i. <u>No Third Party Rights</u>. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Cincinnati or Glendale.

- ii. <u>Waiver</u>. This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- iii. Entirety; Conflict. This Agreement and any documents, laws, codes, regulations, or written policies specifically identified herein and in the Exhibits contain the entire contract between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- iv. <u>Severability</u>. In the event that any provision of this Agreement is declared to be unlawful, invalid, or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions. Each provision of this Agreement will be and is deemed to be separate and separable from each other provision.
- v. <u>Choice of Law; Joint Preparation</u>. This Agreement is entered into and is to be performed in the State of Ohio. Cincinnati and Glendale agree that the laws of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties under and related to this Agreement and shall govern the interpretation of this Agreement without regard to choice of law and conflicts of law principles. This Agreement has been jointly prepared by the parties hereto and shall not be construed more strictly against either party.
- vi. <u>Forum Selection</u>. The parties, their successors and assigns acknowledge and agree that all state courts of record sitting in Hamilton County, Ohio, shall be the exclusive forum for the filing, initiation, and prosecution of any suit or proceeding arising from or out of, or relating to, this Agreement, or any amendment or attachment thereto, including any duty owed by Cincinnati to Glendale in connection therewith. However, in the event that any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the parties agree that the exclusive venue for such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Ohio.
- vii. <u>Electronic</u>, <u>Counterpart and PDF Signatures</u>. This Agreement may be executed in counterparts, and an electronic, facsimile or PDF signature shall be deemed to be, and shall have the same force and effect as, an original signature.
- viii. Official Capacity. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Cincinnati in other than his or her official capacity.
- ix. <u>Amendment</u>. This Agreement may be modified or amended only by a written instrument duly executed by the parties hereto.

14. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by reference.

Exhibit A –Map of Service Area (on Effective Date)

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the dates reflected below, effective as of the later of such dates ("**Effective Date**").

By:
Donald Lofty, Mayor
Date:
RECOMMENDED BY:
David Lumsden, Village Administrator
APPROVED AS TO FORM BY:
Glendale Village Solicitor

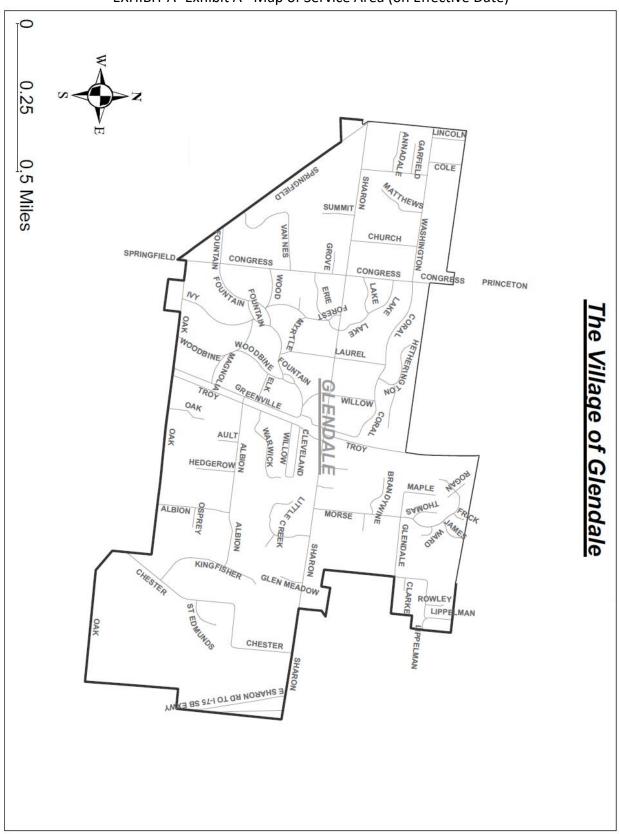
**VILLAGE OF GLENDALE** 

[CITY OF CINCINNATI SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI		
Ву:		
Paula Boggs Muething, City Manager		
Date:	2020	
RECOMMENDED BY:	APPROVED BY DEPARTMENT O ECONOMIC INCLUSION:	F
Cathy B. Bailey, Director Greater Cincinnati Water Works	Edgar DeVeyra, Interim Directo	or
APPROVED AS TO FORM BY:	CITY PURCHASING APPROVAL E	BY:
Assistant City Solicitor	Bobbi Hageman, Chief Procurement Officer	
CERTIFICATION OF FUNDS:		
Date:		
Funding:		

Karen Alder, Cincinnati Finance Director

EXHIBIT A- Exhibit A – Map of Service Area (on Effective Date)





November 17, 2021

To: Mayor and Members of City Council 202103107

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance-Seventh Amendment to Water Contract with the

Village of Addyston, Ohio

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a *Seventh Amendment to Water Contract* between the City of Cincinnati and the Village of Addyston, Ohio.

Greater Cincinnati Water Works currently supplies retail water service to the Village of Addyston pursuant to a water contract and related amendments to that contract. The current term of the contract is set to expire on December 31, 2021. This ordinance authorizes the City Manager to execute a seventh amendment to the existing contract to extend the term of the contract for one additional year, until December 31, 2022. The form of the amendment is attached to the ordinance as Exhibit A.

The Administration recommends passage of this Emergency Ordinance.

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

### **EMERGENCY**

## City of Cincinnati An Ordinance No.

ALA AWL

- 2021

**AUTHORIZING** the City Manager to execute a *Seventh Amendment to Water Contract* between the City of Cincinnati and the Village of Addyston, Ohio.

WHEREAS, the City of Cincinnati ("City") and the Village of Addyston, Ohio ("Addyston") are parties to a certain *Water Contract* dated February 16, 1984 for the City to supply standby and retail water service to Addyston (as amended, the "Contract"); and

WHEREAS, the Contract term is currently set to expire on December 31, 2021; and

WHEREAS, the City and Addyston desire to amend the Contract to extend the term for an additional twelve months ending December 31, 2022; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Seventh Amendment* to *Water Contract* between the City of Cincinnati and the Village of Addyston, Ohio to extend the term of the existing contract between the parties until December 31, 2022, which amendment shall be in substantially the same form as Attachment A attached hereto.

Section 2. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of the contract as amended.

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

continue under the terms of the existing	contract bey	ond December 31, 2021.
Passed:	, 2021	
		John Cranley, Mayor
Attest:Clerk		

emergency is the immediate need to execute the contract amendment to enable water service to

#### SEVENTH AMENDMENT to WATER CONTRACT

This SEVENTH AMENDMENT to WATER CONTRACT ("Seventh Amendment") is made and entered into effective on the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation ("Cincinnati"), on behalf of its Greater Cincinnati Water Works located at 4747 Spring Grove Avenue, Cincinnati, Ohio 45232, and the VILLAGE OF ADDYSTON, an Ohio municipal corporation ("Addyston") located at 235 Main Street, Addyston, Ohio 45001.

#### **RECITALS**

- A. Cincinnati and Addyston are parties to a certain *Water Contract* dated February 16, 1984, as amended by a *Supplement to Water Contract* dated February 14, 1989, a *Second Supplement to Water Contract* dated August 11, 1993, a *Third Supplement to Agreement* dated December 7, 1993, a *Fourth Amendment to the Addyston Water Contract* dated January 18, 2006, a *Fifth Amendment to Addyston Water Contract* date December 21, 2017, and a *Sixth Amendment to Water Contract* dated December 30, 2020 (as amended, the "Contract"), for the provision of standby emergency water service and for provision of retail service to specified areas of Addyston.
- B. The Contract is currently set to expire on December 31, 2021.
- C. Cincinnati and Addyston desire to extend the term of the Contract for an additional year until December 31, 2022. The parties intend to negotiate a new water service contract during this additional year.

D.	Execution of this Seven	th Amendment was authorized by Cincinnati City Council Ord	inance No
	2021, passed on	, 2021 and by Addyston City Council Ordinance No	2021, passed
	on, 2021.		

NOW, THEREFORE, the parties amend the Contract as follows:

- 1. <u>Term.</u> The term of the Contract is hereby extended for an additional year expiring December 31, 2022.
- 2. <u>Ratification.</u> All terms of the Contract not amended hereby or not inconsistent herewith shall remain in full force and effect and by this reference are incorporated herein as if fully rewritten herein, and the Contract, as amended hereby, is hereby ratified by the parties. This Seventh Amendment may be executed in counterparts, and the parties shall have the right to transmit signature pages to each other electronically in lieu of exchanging original pages.

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

### **VILLAGE OF ADDYSTON**

Ву:	
Mayor Lisa Mear Date:	_2021
Approved as to form by:	
Village of Addyston, Law	Directo

[CINCINNATI SIGNATURE PAGE FOLLOWS]

### **CITY OF CINCINNATI**

By:
Paula Boggs Muething, City Manager
Date:, 2021
RECOMMENDED BY GREATER CINCINNATI WATER WORKS:
Cathy B. Bailey, Director
APPROVED FOR LEGAL SUFFICIENCY BY:
Assistant City Solicitor
APPROVED BY CITY PURCHASING:
Bobbi Hageman, Chief Procurement Officer
APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:
Edgar DeVeyra, Interim Director
CERTIFICATION OF FUNDS:
Date:
Funding:
Amount:
Karen Alder, Finance Director



November 17, 2021

To: Mayor and Members of City Council

202103110

From: Paula Boggs Muething, City Manager

Subject: Ordinance - Public Services: Appropriation of Obsolete Fleet

Sales and Subrogation Proceeds

Attached is an Ordinance captioned:

ESTABLISHING a new capital improvement program project account no. 980x981x222532, "Fleet Replacements – Obsolete," for the purpose of acquiring automotive and motorized equipment funded by sale proceeds obsolete automotive and motorized equipment; AUTHORIZING the transfer and appropriation of the sum of \$705,482.97 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x981x222532, "Fleet Replacements – Obsolete"; ESTABLISHING a new capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," for the purpose of acquiring automotive equipment necessary to support Fleet Services maintenance Maintenance operations; and AUTHORIZING the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment."

This Ordinance establishes a new capital improvement program project account no. 980x981x222532, "Fleet Replacements — Obsolete," for the purpose of acquiring automotive and motorized equipment funded by sale proceeds of obsolete automotive and motorized equipment. The Ordinance further authorizes the transfer and appropriation of the sum of \$705,482.97 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x981x222532, "Fleet Replacements — Obsolete." This Ordinance also establishes new capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," for the purpose of acquiring automotive maintenance equipment necessary to support Fleet Services Maintenance operations. The Ordinance also authorizes the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment."

The Department of Public Services collected a total of \$805,482.97 from automotive disposal, auction, or subrogation payments between January 2020 and June 2021. The newly created "Fleet Replacements – Obsolete" capital improvement program

project account will utilize the majority of these resources for the acquisition of new or replacement automotive and motorized equipment. The remaining balance of these resources will be utilized by the "Fleet Services Maintenance Equipment" capital improvement program project account to cover the cost of procurement of maintenance equipment such as hydraulic lifts, jack stands, power tools, and tire balancers. Acquisition of new maintenance equipment will provide for a safer and more efficient working environment in Fleet Services.

Acquiring fleet replacements and equipment necessary to support fleet services maintenance operations is in accordance with the "Sustain" goal to "[m]anage our financial resources" as indicated on page 199 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew M. Dudas, Budget Director Karen Alder, Finance Director



Attachment



### City of Cincinnati

CFG BWb

- 2021

# An Ordinance No.

ESTABLISHING a new capital improvement program project account no. 980x981x222532, "Fleet Replacements – Obsolete," for the purpose of acquiring automotive and motorized equipment funded by sale proceeds of obsolete automotive and motorized equipment; AUTHORIZING the transfer and appropriation of the sum of \$705,482.97 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x981x222532, "Fleet Replacements – Obsolete"; ESTABLISHING a new capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," for the purpose of acquiring automotive maintenance equipment necessary to support Fleet Services Maintenance operations; and AUTHORIZING the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment."

WHEREAS, between January 2020 and June 2021, the Department of Public Services collected a total of \$805,482.97 from the disposal or auction of obsolete equipment and proceeds from subrogation payments for repairs to City vehicles; and

WHEREAS, the newly created capital improvement program project accounts will utilize the proceeds from disposal or auction of obsolete equipment and subrogation payments to acquire new or replacement automotive and motorized equipment; and

WHEREAS, the proceeds from disposal or auction of obsolete equipment and subrogation payments will be also used to acquire new maintenance equipment, which will provide a safer and more efficient working environment in Fleet Services; and

WHEREAS, acquiring fleet replacements and equipment necessary to support Fleet Services Maintenance operations is in accordance with the "Sustain" goal to "[m]anage our financial resources," as stated on page 199 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Council hereby authorizes the establishment of capital improvement program project account no. 980x981x222532, "Fleet Replacements – Obsolete," for the purpose of acquiring automotive and motorized equipment funded by sale proceeds of obsolete automotive and motorized equipment.

Section 2. That the transfer and appropriation of the sum of \$705,482.97 from the

unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established

capital improvement program project account no. 980x981x222532, "Fleet Replacements -

Obsolete," is hereby authorized.

Section 3. That Council hereby authorizes the establishment of capital improvement

program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," for the

purpose of acquiring automotive maintenance equipment necessary to support Fleet Services

Maintenance operations.

Section 4. That the transfer and appropriation of the sum of \$100,000 from the

unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital

improvement program project account no. 980x256x222533, "Fleet Services Maintenance

Equipment," is hereby authorized.

Clerk

Section 5. That the proper City officials are hereby authorized to do all things necessary

and proper to carry out the provisions of Sections 1 through 4 herein.

Section 6. That this ordinance shall take effect and be in force from and after the earliest

period allowed by law.

Passed:	, 2021		
		John Cranley, Mayor	
		Joint Craincy, Mayor	
Attest:			



### November 17, 2021

**To:** Mayor and Members of City Council 202103111

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance - Parks: Ohio Department of Natural

Resources (ODNR) Canopy Restoration Grant

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$25,000 from the Ohio Department of Natural Resources Canopy Restoration Grant Program for the purpose of providing funding for the restoration and improvement of urban forests, specifically in the Lower Price Hill and Queensgate neighborhoods; and AUTHORIZING the Finance Director to deposit the grant funds into Urban Forestry Fund 428.

This Emergency Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant in the amount of \$25,000 from the Ohio Department of Natural Resources (ODNR) for the purpose of restoring and improving urban forests, specifically in the Lower Price Hill and Queensgate neighborhoods. This Emergency Ordinance also authorizes the Finance Director to deposit any awarded funds into Urban Forestry Fund 428.

The local match requirement will be met by normal staffing hours used to plant the trees, valued at \$20,000, and \$5,000 from Forestry Special Assessments Fund 792. Sufficient resources are available in this fund, and its uses are limited to the Urban Forestry Program. No new FTE are associated with the grant. While the grant application deadline was October 31, 2021, funding will not be accepted without the approval of this Emergency Ordinance by the City Council.

The Lower Price Hill Community Council requested tree planting through the FY 2022 Community Budget Request (CBR) process. The Urban Forestry Program's South District Forester has already been working with the Lower Price Hill neighborhood and Groundwork Ohio River Valley on this ambitious project, in which the community would cover the cost to remove concrete in thirty-eight (38) new planting sites. Eighty-two (82) trees will also be planted in the Queensgate neighborhood.

Cincinnati Parks GIS Analysts performed the attached geospatial analysis utilizing data from the 2021 urban tree canopy assessment to identify the best locations for planting based upon low canopy coverage, high heat island impacts, and proximity to at risk/marginalized communities. The target area for this grant falls primarily

within the underserved, or heavily industrial communities of Lower Price Hill, Queensgate, and the West End.

ODNR announced this round of Urban Canopy Restoration Grants to address the critical need to restore and improve the urban forest due to catastrophic losses from Emerald Ash Borers and to reduce the impact of climate change, while building resiliency through tree planting in urban communities.

Acceptance of the grant is in accordance with the Sustain goal to "Preserve our natural and built environment" of Plan Cincinnati (2012), specifically, the strategy to "Protect our natural resources," as described on pages 194 – 196. It is also in accordance with the Collaborate goal to "Work in synergy with the Cincinnati Community" and strategy to "Unite our communities" as described on pages 210 – 212 of Plan Cincinnati (2012).

The reason for the emergency is the need to accept grant resources in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director Karen Alder, Finance Director

Attachment





### EMERGENCY

# City of Cincinnati

### An Ordinance No.

LES M

-2021

**AUTHORIZING** the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$25,000 from the Ohio Department of Natural Resources Canopy Restoration Grant Program for the purpose of providing funding for the restoration and improvement of urban forests, specifically in the Lower Price Hill and Queensgate neighborhoods; and AUTHORIZING the Finance Director to deposit the grant funds into Urban Forestry Fund 428.

WHEREAS, the Ohio Department of Natural Resources has made grant funds available to local agencies through funds supplied by the United States Department of Agriculture Forest Service Urban & Community Forestry Program for the purpose of restoring and improving urban forests; and

WHEREAS, there is a critical need to restore and improve urban forests due to catastrophic losses from Emerald Ash Borers and to reduce the impact of climate change; and

WHEREAS, the Parks Department performed a geospatial analysis to identify the best locations for planting trees based upon low canopy coverage, high heat island impacts, and proximity to at-risk and marginalized communities; and

WHEREAS, the Lower Price Hill Community Council requested tree planting through the FY 2022 Community Budget Request Process, and the Urban Forestry Program's South District Forester has been working with the community on this project; and

WHEREAS, thirty-eight trees will be planted in the Lower Price Hill neighborhood and eighty-two trees will be planted in the Queensgate neighborhood; and

WHEREAS, the required match of \$25,000 will be partially offset by Parks Department staff expenses valued at \$20,000, and the remaining \$5,000 local match amount will come from existing resources available in Forestry Special Assessment Fund 792; and

WHEREAS, no additional FTEs are associated with this grant; and

WHEREAS, the Parks Department has already applied for the grant, but will not accept grant resources without approval of the City Council; and

WHEREAS, acceptance of the grant is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment," and strategy to "[p]rotect our natural resources," as well as the "Collaborate" goal to "[w]ork in synergy with the Cincinnati Community," and strategy to "[u]nite our communities," as described on pages 194-196 and 210-212 of Plan Cincinnati (2012); now, therefore,

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

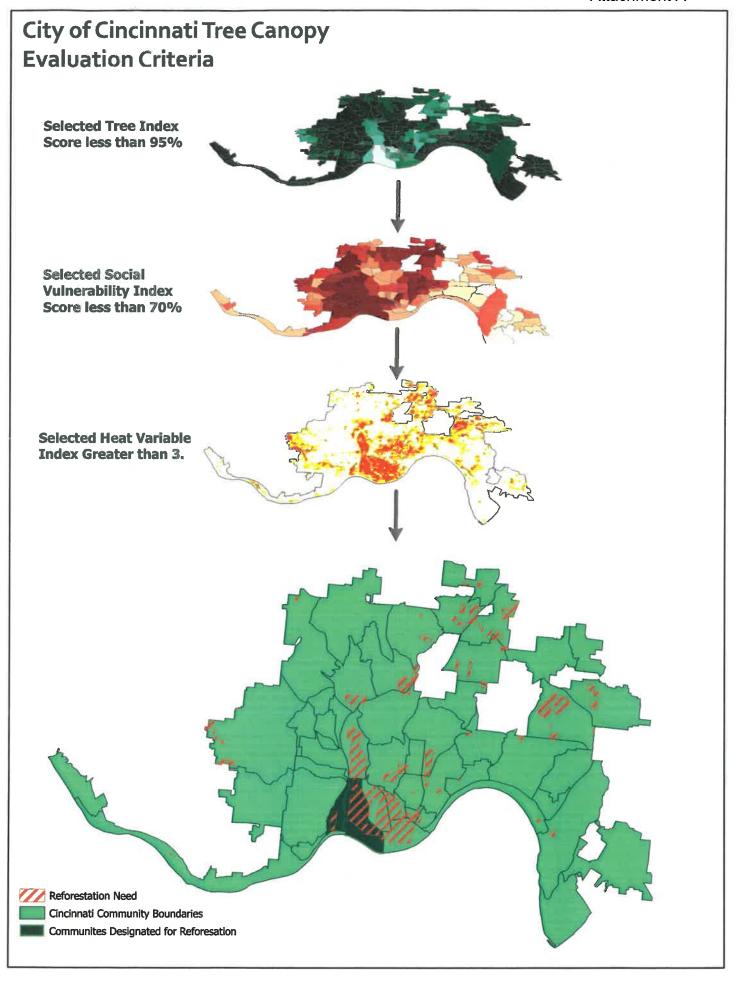
Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate grant resources in an amount up to \$25,000 from the Ohio Department of Natural Resources Canopy Restoration Grant Program for the purpose of providing funding for the restoration and improvement of urban forests, specifically in the Lower Price Hill and Queensgate neighborhoods.

Section 2. That the Director of Finance is hereby authorized to deposit the grant funds into Urban Forestry Fund 428.

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 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 need to accept grant resources in a timely manner.

Passed:		, 2021		
			John Cranley, Mayor	
Attest:	Clerk	<del></del>		





November 17, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202103112

Subject: TAX INCREMENT FINANCING (TIF) EXEMPTION FOR 3RD AND

MAIN HOTEL DEVELOPMENT

Attached is an Emergency Ordinance captioned as follows:

**DECLARING** improvements to certain real property located at 312 Main Street in the Central Business District of Cincinnati, to be constructed pursuant to a *Development Agreement* between the City of Cincinnati and Fort Wash Hills, LLC, to be a public purpose and exempt from real property taxation for a period of 30 years pursuant to Section 5709.41 of the Ohio Revised Code.

### BACKGROUND/CURRENT CONDITIONS

Previously, pursuant to Council Ordinance 043-2019, effective February 6, 2019, City Council authorized the City Manager to execute a Development Agreement with Fort Wash Hills, LLC, pertaining to the development and construction of a 61,500 square foot, 100-key hotel at 312 Main Street, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

### **DEVELOPER INFORMATION**

Fort Wash Hills, LLC is an affiliate of Rolling Hills Hospitality, a Cincinnati-based hotel developer and hospitality management firm. The developer completed the 117-key Holiday Inn & Suites at 7<sup>th</sup> and Broadway Streets in the Central Business District.

### PROJECT DESCRIPTION

Developer will first demolish the rear portion of the existing buildings at the project site, rehabilitate the remaining portion of the existing buildings, and construct a new 6-story addition to the rear of the existing buildings. Upon completion, the project will contain an approximately 61,500 square-foot, 100-key hotel with a total project

5709.41 TIF Exemption Fort Wash Hills  $LLC - 3^{rd}$  & Main Development Page 2 of 2

cost of approximately \$16,830,000. It is anticipated that the project will support the creation of 100 temporary construction jobs with an estimated payroll of \$6 million during construction, and 15 full-time equivalent jobs with an estimated payroll of \$1,000,000 within 1-year of construction completion.

### PROPOSED INCENTIVE

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.41 for a period of 30 years. Following the creation of the project TIF, the City and Developer will enter a Service Agreement which will require payment of full statutory Service Payments in lieu of real estate taxes. Prior to the rebate of any Service Payments to the Developer, 33% of the Service Payments will be paid to Cincinnati Public Schools, and for tax years 1-30, Developer is willing to make a VTICA contribution equal to 15% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar. Without the project TIF, the Developer is unable to secure the construction financing for the project improvements.

### PROJECT TEAM & TIMELINE

The project team (listed below) will make themselves available at the request of the councilmember(s).

- Assistant City Manager: Billy Webber
- DCED Director: Markiea Carter
- Project Attorney: Samantha Brandenburg

The anticipated council timeline, which includes two Budget and Finance meetings if necessary is as follows:

- November 17, 2021: Introduction to City Council
- November 22, 2021: Budget and Finance Committee
- November 29, 2021: Budget and Finance Committee (if required)
- December 1, 2021: City Council for Final Approval

### RECOMMENDATION

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

Attachment: A. Property location and photographs

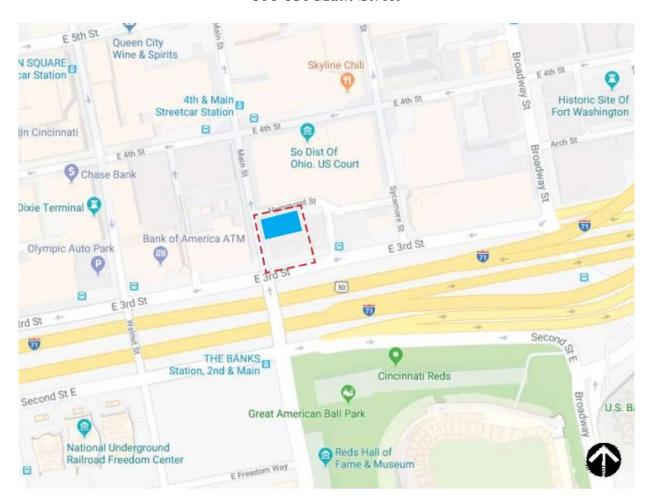
Copy: Markiea L. Carter, Director, Department of Community & Economic Development

### **Attachment A: Location and Concept Plan**





308-316 Main Street



### EMERGENCY

### City of Cincinnati

# SSB

- 2021

### An Ordinance No.

**DECLARING** improvements to certain real property located at 312 Main Street in the Central Business District of Cincinnati, to be constructed pursuant to a *Development Agreement* between the City of Cincinnati and Fort Wash Hills, LLC, to be a public purpose and exempt from real property taxation for a period of 30 years pursuant to Section 5709.41 of the Ohio Revised Code.

WHEREAS, as authorized by Ordinance No. 43-2019, passed by this Council on February 6, 2019, the City of Cincinnati and Fort Wash Hills, LLC ("Developer") entered into a *Development Agreement* dated April 22, 2019, which the parties amended pursuant to a *First Amendment to Development Agreement* dated June 11, 2021 (as amended, the "Development Agreement"), pertaining to real property located at 312 Main Street in Cincinnati, more particularly described on Attachment A to this ordinance (the "Property"); and

WHEREAS, the City executed the Development Agreement in order to create or preserve jobs and improve the economic welfare of the people of the City, consistent with Section 13 of Article VIII of the Ohio Constitution; and

WHEREAS, the City executed the Development Agreement in furtherance of a program of redevelopment the City undertook pursuant to Article XVIII, Section 3 of the Ohio Constitution, the Charter and ordinances of the City, and Plan Cincinnati (2012); and

WHEREAS, pursuant to the Development Agreement, (i) the City acquired fee title to the Property; and (ii) the City subsequently re-conveyed the Property to Developer, to enable Developer to undertake its redevelopment obligations under the Development Agreement; and

WHEREAS, the Property is located within the boundaries of the District 2-Downtown South/Riverfront District Incentive District, which was created by Ordinance No. 412-2002, passed by Council on December 18, 2002, as subsequently amended; and

WHEREAS, Ohio Revised Code Sections 5709.41, 5709.42, and 5709.43 provide that Council may, in furtherance of its redevelopment activities: (i) declare by ordinance to be a public purpose any Improvement (as defined in Ohio Revised Code Section 5709.41) to a parcel of real property and thereby authorize the exemption of such Improvement from real property taxation for a period of time if (a) the City held fee title to the parcel at any time prior to the adoption of the ordinance, and (b) the parcel is leased, or the fee of the parcel is conveyed, to any person either before or after the adoption of the ordinance; (ii) require the payment of service payments in lieu of taxes by the owner or owners of the parcel; and (iii) establish an urban redevelopment tax increment equivalent fund for the deposit of those service payments; and

WHEREAS, the City has determined that it is necessary and appropriate, in furtherance of the City's redevelopment activities, and in the best interests of the City, to (i) provide for

exemption of the Improvement to the Property from real property taxation, and for the payment of semiannual service payments in lieu of taxes with respect to the Property ("Service Payments"), pursuant to Ohio Revised Code Sections 5709.41 through 5709.43; and (ii) enter into a Service Agreement with Developer, in substantially the form attached to the Development Agreement, to establish certain terms and conditions regarding the payment of the Service Payments as further described therein; now, therefore,

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

Section 1. That, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.41, Council hereby declares that 100% of the increase in the assessed value of the Improvement (as defined in Ohio Revised Code Section 5709.41) to the real property located at 312 Main Street in Cincinnati, as more particularly described on Attachment A to this ordinance (the "Property"), is a public purpose and exempt from real property taxation commencing on the first day of the tax year in which an Improvement of at least \$2,500,000 resulting from the redevelopment activities on the Property first appears on the tax duplicate of real and public utility property, and ending after the Improvement has been exempted from real property taxation for 30 years, or on the date on which the City can no longer require service payments to be paid on the Improvement, all in accordance with the requirements of Ohio Revised Code Sections 5709.41 through 5709.43.

Section 2. That Council hereby confirms, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.42, that the owners from time to time of all or any portion of the Property shall be required to pay service payments in lieu of taxes ("Service Payments") with respect to the Improvement, subject to the specific terms and conditions provided for in the *Service Agreement* to be entered into with respect to the Property, in substantially the form attached to the *Development Agreement* between the City and Fort Wash Hills, LLC ("Developer") pertaining to the development of the Property, as amended by

the First Amendment to Development Agreement (the "Service Agreement," and, as amended, the "Development Agreement," respectively).

Section 3. That any and all Service Payments received by the City shall be deposited into Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Ordinance No. 217-2015 (the "Fund Ordinance").

Section 4. That Council hereby confirms, pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, that the Service Payments shall be applied in accordance with the Development Agreement and the Service Agreement and shall be used in accordance with the Fund Ordinance.

Section 5. That, to facilitate the redevelopment project, Council hereby authorizes the City Manager, upon request of and in consultation with Developer, to prepare (or cooperate in the preparation of) and file an application for the real property tax exemption granted in Section 1 of this ordinance.

Section 6. That Council confirms its approval in all respects of the Development Agreement and the Service Agreement, which provide for, among other things, (i) covenants running with the land of the owner or owners, from time to time, of the Property, including covenants relating to the obligation to pay Service Payments; and (ii) compensation to the Board of Education of the Cincinnati City School District pursuant to its *Tax Incentive Agreement* with the City effective as of April 28, 2020.

Section 7. That the proper City officials are hereby authorized to take all necessary and appropriate actions to fulfill the terms of this ordinance, the Development Agreement, and the Service Agreement, including, without limitation, executing any and all ancillary agreements and other documents.

Section 8. That, pursuant to Ohio Revised Code Section 5709.41(E), the Clerk of this Council is hereby directed to deliver a copy of this ordinance to the Director of the State of Ohio Development Services Agency ("ODSA"), 77 South High Street, 29th Floor, Columbus, Ohio 43215, within fifteen days after its passage, and that, on or before March 31 of each year that the exemption set forth in Section 1 hereof remains in effect, the City Manager is authorized to prepare and submit to the Director of ODSA the status report required under Ohio Revised Code Section 5709.41(E).

Section 9. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the construction of the improvements to the Property described in the Development Agreement to commence at the earliest possible time, for the economic welfare of the people of the City of Cincinnati.

Passed:	, 2021	
	-	John Cranley, Mayor
Attest:Cle	rk	

### **ATTACHMENT A**

#### to Ordinance

SITUATED IN SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BETWEEN THE MIAMIS, THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 85 AND 86 OF THE ORIGINAL PLAN OF CINCINNATI AND BEING ALL OF FORT WASH HILLS, LLC AS RECORDED IN OFFICIAL RECORD 13813, PAGE 2043 OF THE HAMILTON COUNTY RECORDER'S OFFICE CONTAINING 0.2547 ACRES AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 85 OF THE ORIGINAL PLAN OF CINCINNATI, SAID CORNER BEING ON THE INTERSECTION OF THE EAST RIGHT OF WAY OF MAIN STREET (66' RW) AND THE NORTH RIGHT OF WAY OF THIRD STREET (RW VARIES); THENCE, DEPARTING THE NORTH RIGHT OF WAY OF SAID THIRD SREET AND WITH THE EAST RIGHT OF WAY OF SAID MAIN STREET, NORTH 10° 04' 25" WEST, 67.90 FEET TO THE NORTHWEST CORNER OF 300 MAIN, LTD. AS RECORDED IN OFFICIAL RECORD 7238, PAGE 1629, SAID CORNER BEING REFERENCED BY A SET CROSS NOTCH BEING SOUTH 79° 55' 35" WEST, 3.00 FEET, SAID CORNER BEING THE TRUE POINT OF BEGINNING;

THENCE, FROM THE TRUE POINT OF BEGINNING THUS FOUND, DEPARTING SAID 300 MAIN, LTD AND WITH THE EAST RIGHT OF WAY OF SAID MAIN STREET, NORTH 10° 04' 25" WEST, 75.22 FEET TO THE SOUTHWEST CORNER OF CITY OF CINCINNATI LAND (KNOWN AS HAMMOND ALLEY, NOT DEDICATED), AS RECORDED IN PRIOR REGISTERED LAND CERTIFICATE #73800 AND BEING REFERENCED BY A SET CROSS NOTCH AT SOUTH 80° 24' 34" WEST, 3.00 FEET;

THENCE, DEPARTING THE EAST RIGHT OF WAY OF SAID MAIN STREET AND WITH THE SOUTH LINE OF SAID CITY OF CINCINNATI LAND, NORTH 80° 24' 34" EAST, 182.77 FEET TO A SET CROSS NOTCH ON THE WEST RIGHT OF WAY OF HAMMOND STREET;

THENCE, DEPARTING SAID CITY OF CINCINNATI LAND AND WITH THE WEST RIGHT OF WAY OF SAID HAMMOND STREET, SOUTH 10° 03' 55" EAST, 43.62 FEET TO THE NORTH LINE OF NAP WILLIAMS OFFICE BUILDING LLC AS RECORDED IN OFFICIAL RECORD 9392, PAGE 4745, AND BEING REFERENCED BY A SET CROSS NOTCH BEING NORTH 80° 22' 15" EAST, 6.00 FEET;

THENCE, DEPARTING THE WEST RIGHT OF WAY OF SAID HAMMOND STREET AND WITH SAID NAP WILLIAMS OFFICE BUILDING LLC THE FOLLOWING TWO COURSES: SOUTH 80° 22' 15" WEST, 82.68 FEET:

THENCE, SOUTH 10° 04' 25" EAST, 30.71 FEET TO THE NORTHEAST CORNER OF SAID 300 MAIN, LTD, SAID CORNER BEING REFERENCED BY A SET CROSS NOTCH BEING SOUTH 10° 04' 25" EAST, 3.00 FEET;

THENCE, DEPARTING SAID NAP WILLIAMS OFFICE BUILDING LLC AND WITH SAID 300 MAIN, LTD, SOUTH  $79^{\circ}$  55' 35" WEST, 100.08 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 0.2547 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS: STATE PLANE COORDINATES (3402) OHIO SOUTH ZONE, NAD83(2011). THE ABOVE DESCRIPTION WAS PREPARED FROM A CONSOLIDATION PLAT MADE ON JUNE 11, 2019 UNDER THE DIRECTION OF JEFFREY O. LAMBERT, PROFESSIONAL SURVEYOR #7568 IN THE STATE OF OHIO.

### **ATTACHMENT A**

#### to Ordinance

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THENCE, FROM THE TRUE POINT OF BEGINNING THUS FOUND, DEPARTING SAID 300 MAIN, LTD AND WITH THE EAST RIGHT OF WAY OF SAID MAIN STREET, NORTH 10° 04' 25" WEST, 75.22 FEET TO THE SOUTHWEST CORNER OF CITY OF CINCINNATI LAND (KNOWN AS HAMMOND ALLEY, NOT DEDICATED), AS RECORDED IN PRIOR REGISTERED LAND CERTIFICATE #73800 AND BEING REFERENCED BY A SET CROSS NOTCH AT SOUTH 80° 24' 34" WEST, 3.00 FEET;

THENCE, DEPARTING THE EAST RIGHT OF WAY OF SAID MAIN STREET AND WITH THE SOUTH LINE OF SAID CITY OF CINCINNATI LAND, NORTH 80° 24' 34" EAST, 182.77 FEET TO A SET CROSS NOTCH ON THE WEST RIGHT OF WAY OF HAMMOND STREET:

THENCE, DEPARTING SAID CITY OF CINCINNATI LAND AND WITH THE WEST RIGHT OF WAY OF SAID HAMMOND STREET, SOUTH 10° 03' 55" EAST, 43.62 FEET TO THE NORTH LINE OF NAP WILLIAMS OFFICE BUILDING LLC AS RECORDED IN OFFICIAL RECORD 9392, PAGE 4745, AND BEING REFERENCED BY A SET CROSS NOTCH BEING NORTH 80° 22' 15" EAST, 6.00 FEET;

THENCE, DEPARTING THE WEST RIGHT OF WAY OF SAID HAMMOND STREET AND WITH SAID NAP WILLIAMS OFFICE BUILDING LLC THE FOLLOWING TWO COURSES: SOUTH 80° 22' 15" WEST, 82.68 FEET;

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THENCE, DEPARTING SAID NAP WILLIAMS OFFICE BUILDING LLC AND WITH SAID 300 MAIN, LTD, SOUTH 79° 55' 35" WEST, 100.08 FEET TO THE TRUE POINT OF BEGINNING CONTAINING 0.2547 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS: STATE PLANE COORDINATES (3402) OHIO SOUTH ZONE, NAD83(2011). THE ABOVE DESCRIPTION WAS PREPARED FROM A CONSOLIDATION PLAT MADE ON JUNE 11, 2019 UNDER THE DIRECTION OF JEFFREY O. LAMBERT, PROFESSIONAL SURVEYOR #7568 IN THE STATE OF OHIO.



November 17, 2021

To: Mayor and Members of City Council 202103113

From: Paula Boggs Muething, City Manager

Subject: ORDINANCE – TIF PRIORITY FOR 3<sup>rd</sup> & MAIN HOTEL

**DEVELOPMENT** 

Attached is an Ordinance captioned as follows:

**ESTABLISHING** priority order of property tax exemptions granted for parcels of real property located at 312 Main Street in the Central Business District of Cincinnati, within Cincinnati's Downtown South/Riverfront District Incentive District, in connection with a development undertaken by Fort Wash Hills, LLC.

### **BACKGROUND**

Previously, pursuant to Council Ordinance 043-2019, effective February 6, 2019, City Council authorized the City Manager to execute a Development Agreement with Fort Wash Hills, LLC, pertaining to the development and construction of a 61,500 square foot, 100-key hotel at 312 Main Street, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by this Council of a separate ordinance authorizing such tax exemption.

### PROJECT DESCRIPTION

This Ordinance will establish the following priority order of real property tax exemptions granted with respect to the project site;

<u>First</u>, the project Exemption, as authorized by separate Emergency Ordinance passed by this Council in conjunction with this Ordinance; and

<u>Second</u>, the 2002 District TIF Exemption, as authorized and granted by Ordinance No. 412-2002.

### RECOMMENDATION

The Administration recommends passage of this Ordinance.

Copy: Markiea L. Carter, Director of Community and Economic Development

### City of Cincinnati

SB AWL

### An Ordinance No.

- 2021

**ESTABLISHING** priority order of property tax exemptions granted for parcels of real property located at 312 Main Street in the Central Business District of Cincinnati, within Cincinnati's Downtown South/Riverfront District Incentive District, in connection with a development undertaken by Fort Wash Hills, LLC.

WHEREAS, by Ordinance No. 412-2002, passed on December 18, 2002, as subsequently amended, Council created the District 2-Dowtown South/Riverfront District Incentive District, and declared certain improvements to parcels therein to be exempt from real property taxation pursuant to Section 5709.40(C) of the Ohio Revised Code (the "District 2 TIF" and the "District TIF Ordinance," as applicable); and

WHEREAS, by Ordinance No. 43-2019, passed on February 6, 2019, this Council authorized a *Development Agreement* between the City and Fort Wash Hills, LLC ("Developer"), as amended by a *First Amendment to Development Agreement*, pertaining to the development of real property located at 312 Main Street, as more particularly described in Attachment A to this ordinance (the "Property"), which is contained within the District 2 TIF; and

WHEREAS, by a separate ordinance passed by this Council in conjunction with this ordinance, this Council declared improvements to the Property to be a public purpose and exempt from real property taxation pursuant to Section 5709.41 of the Ohio Revised Code (the "Project TIF Ordinance"), all in furtherance of the City's Downtown South/Riverfront Tax Increment Financing (TIF) Plan for the District 2 TIF and to create or preserve jobs and improve the economic welfare of the people of the City; and

WHEREAS, Council desires to establish the priority order of the real property tax exemptions granted by the District TIF Ordinance and the Project TIF Ordinance; now, therefore,

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

Section 1. That Council hereby finds and determines that improvements to the property located at 312 Main Street in Cincinnati, as more particularly described in Attachment A to this ordinance (the "Property"), shall be subject to exemption from real property taxes in the following order: (a) the exemption granted by a separate ordinance passed by this Council in conjunction with this ordinance, which declared the improvements to the Property to be a public

purpose and exempt pursuant to Section 5709.41 of the Ohio Revised Code, shall have priority

over (b) the exemption granted by Ordinance No. 412-2002, passed on December 18, 2002, as

subsequently amended, which created the District 2-Dowtown South/Riverfront District

Incentive District, and declared certain improvements to parcels therein to be exempt from real

property taxation pursuant to Section 5709.40(C) of the Ohio Revised Code.

Section 2. That the Clerk is hereby directed to forward a copy of this ordinance to the

Hamilton County Auditor.

Section 3. That it is hereby found and determined that all formal actions of this Council

concerning and relating to the passage of this ordinance were taken in an open meeting of this

Council, and that all deliberations of this Council and of any of its committees that resulted in

such formal action were taken in meetings open to the public, in compliance with all legal

requirements, including Section 121.22 of the Ohio Revised Code.

Clerk

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:			

### **ATTACHMENT A**

### to Ordinance

SITUATED IN SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BETWEEN THE MIAMIS, THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 85 AND 86 OF THE ORIGINAL PLAN OF CINCINNATI AND BEING ALL OF FORT WASH HILLS, LLC AS RECORDED IN OFFICIAL RECORD 13813, PAGE 2043 OF THE HAMILTON COUNTY RECORDER'S OFFICE CONTAINING 0.2547 ACRES AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 85 OF THE ORIGINAL PLAN OF CINCINNATI, SAID CORNER BEING ON THE INTERSECTION OF THE EAST RIGHT OF WAY OF MAIN STREET (66' RW) AND THE NORTH RIGHT OF WAY OF THIRD STREET (RW VARIES); THENCE, DEPARTING THE NORTH RIGHT OF WAY OF SAID THIRD SREET AND WITH THE EAST RIGHT OF WAY OF SAID MAIN STREET, NORTH 10° 04' 25" WEST, 67.90 FEET TO THE NORTHWEST CORNER OF 300 MAIN, LTD. AS RECORDED IN OFFICIAL RECORD 7238, PAGE 1629, SAID CORNER BEING REFERENCED BY A SET CROSS NOTCH BEING SOUTH 79° 55' 35" WEST, 3.00 FEET, SAID CORNER BEING THE TRUE POINT OF BEGINNING:

THENCE, FROM THE TRUE POINT OF BEGINNING THUS FOUND, DEPARTING SAID 300 MAIN, LTD AND WITH THE EAST RIGHT OF WAY OF SAID MAIN STREET, NORTH 10° 04' 25" WEST, 75.22 FEET TO THE SOUTHWEST CORNER OF CITY OF CINCINNATI LAND (KNOWN AS HAMMOND ALLEY, NOT DEDICATED), AS RECORDED IN PRIOR REGISTERED LAND CERTIFICATE #73800 AND BEING REFERENCED BY A SET CROSS NOTCH AT SOUTH 80° 24' 34" WEST, 3.00 FEET;

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THENCE, DEPARTING THE WEST RIGHT OF WAY OF SAID HAMMOND STREET AND WITH SAID NAP WILLIAMS OFFICE BUILDING LLC THE FOLLOWING TWO COURSES: SOUTH 80° 22' 15" WEST, 82.68 FEET;

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BASIS OF BEARINGS: STATE PLANE COORDINATES (3402) OHIO SOUTH ZONE, NAD83(2011). THE ABOVE DESCRIPTION WAS PREPARED FROM A CONSOLIDATION PLAT MADE ON JUNE 11, 2019 UNDER THE DIRECTION OF JEFFREY O. LAMBERT, PROFESSIONAL SURVEYOR #7568 IN THE STATE OF OHIO.

### **ATTACHMENT A**

#### to Ordinance

SITUATED IN SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BETWEEN THE MIAMIS, THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO BEING PART OF LOTS 85 AND 86 OF THE ORIGINAL PLAN OF CINCINNATI AND BEING ALL OF FORT WASH HILLS, LLC AS RECORDED IN OFFICIAL RECORD 13813, PAGE 2043 OF THE HAMILTON COUNTY RECORDER'S OFFICE CONTAINING 0.2547 ACRES AND BEING FURTHER DESCRIBED AS FOLLOWS:

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November 29, 2021

To: Mayor and Members of City Council 202103149

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance - Authorizing Property Sale and

Development Agreement with CH Keymark LLC

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute a *Property Sale and Development Agreement* with KeyMark QALICB LLC, an affiliate of College Hill Community Urban Redevelopment Corporation and 8K Construction Company, LLC, for the sale of City-owned real property located at 1537 Marlowe Avenue in the College Hill neighborhood of Cincinnati, for the construction of certain improvements to the public parking lot located thereon.

### BACKGROUND/CURRENT CONDITIONS

The subject ordinance would authorize a Property Sale and Development Agreement ("PSDA") with CH Keymark LLC ("Developer") contemplating that the City would sell a .11 acre land parcel behind 5920 Hamilton Ave ("Property") to Developer for \$0.

The Property is a small, landlocked parcel acquired by the City in 2005 from tax foreclosure in order to protect that portion of the large business district parking lot, known as the Cedar Lot, located behind the properties then comprising the House of Joy church. The Cedar Lot is in poor condition and in need of repaving and other renovations.

In 2017, using a combination of City funding and its own funding, College Hill Community Urban Redevelopment Corporation (CHCURC) was successfully able to acquire the rest of the Cedar Lot as well as several mixed-use buildings on Hamilton Avenue in front of the Cedar Lot. Since that time, CHCURC has partnered with 8K Construction Company, LLC to create the Developer entity with the intention of renovating most of that block of underutilized buildings and the Cedar Lot.

The Developer has already begun renovation of 5920 Hamilton Avenue into restaurant space, and the Developer intends to close on its financing in December 2021 to begin renovation of the rest of this block of buildings and the Cedar Lot. As a closing condition to secure financing, the Developer is required to secure ownership of the Property.

In recent years, CHCURC has been successfully operating and maintaining public parking lots in other parts of the College Hill Business District, demonstrating its capacity to be a responsible steward of the Property, meaning that it no longer needs to be owned by the City in order to be protected as public parking.

### **DEVELOPER INFORMATION**

The Developer, CH Keymark LLC, has acquired control over many of the surrounding buildings, as well as the surrounding parking lot parcels, with the intention of renovating those buildings and the parking lot. The Developer is an affiliate of both the College Hill Community Urban Redevelopment Corporation (CHCURC) and well as 8K Construction Company, LLC (8K), with CHCURC holding the majority ownership. CHCURC has long been a strategic partner in the City's in efforts to revitalize the College Hill Business District, while 8K has successfully done mixed-use renovation projects in Cincinnati.

### DESCRIPTION OF PROPOSED SALE

The City determined that the Property has a fair market value of approximately \$9,600. However, the City is agreeable to sell the Property to the Developer for \$0 because the City will receive benefits from the sale that equal or exceed the fair market value. The property will be restricted for public parking for no less than 20 years, the City will be relieved of ownership costs, and the Developer will be able to complete a major renovation of the parking lot to support a multimillion dollar renovation of several mixed-use buildings in the College Hill Business District.

Under the terms of the PSDA, as consideration for the sale below fair market value, the Developer will be required to place a public parking use restriction over the Property for 20 years. The Developer will also be required to complete an approximately \$440,000 renovation of the Cedar Lot.

The proposed sale was approved by the City Planning Commission at its meeting on November 5, 2021.

The proposed sale is consistent with several areas of Plan Cincinnati, including "encourage shared parking in consolidated lots" (p.10), as well as "assemble vacant and underutilized properties within existing centers of activity and target them for reinvestment" (p.116).

#### RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The reason for the emergency is that the Developer is required to secure ownership of the Property in order to secure major renovation financing in December 2021.

Attachment: A. Property location and photographs

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

### **Attachment A: Property Location and Photographs**



# City of Cincinnati

# AWG/EESW

# An Ordinance No.

**KMG** 

- 2021

**AUTHORIZING** the City Manager to execute a *Property Sale and Development Agreement* with KeyMark QALICB LLC, an affiliate of College Hill Community Urban Redevelopment Corporation and 8K Construction Company, LLC, for the sale of City-owned real property located at 1537 Marlowe Avenue in the College Hill neighborhood of Cincinnati, for the construction of certain improvements to the public parking lot located thereon.

WHEREAS, the City owns certain real property located at 1537 Marlowe Avenue in Cincinnati, as described and depicted in the *Property Sale and Development Agreement* attached to this ordinance as Attachment A (the "Property"), which is under the management and control of the City's Department of Community and Economic Development; and

WHEREAS, KeyMark QALICB LLC ("Developer") desires to purchase the Property from the City and construct certain improvements to the public parking lot located thereon, at an estimated project cost of \$440,300 (the "Project"); and

WHEREAS, the City desires that the Property be put to its highest and best use; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the fair market value of the Property is approximately \$9,600; however, to facilitate the Project and promote its economic feasibility, the City desires to sell the Property to Developer for less than fair market value; namely, for \$1.00, because the City will receive economic and non-economic benefits that equal or exceed the fair market value of the Property because the Project will support the College Hill neighborhood business district; and

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

WHEREAS, the City has determined that: (i) the Property is not needed for municipal purposes; (ii) the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents; (iii) it is in the best interest of the City to eliminate competitive bidding in connection with the City's sale of the Property to Developer because Developer (and/or its affiliate) owns or will own and control the adjoining property and consolidation of the Property will put the Property to the highest and best use; and (iv) the City's sale of the Property to Developer to complete the Project will support the business district in the College Hill neighborhood since the improved public parking lot will serve the College Hill neighborhood for

no less than twenty years, thereby contributing to the social and economic viability and stability of the neighborhood; and

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's sale of the Property at its meeting on November 5, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Property Sale and Development Agreement*, in substantially the form attached to this ordinance as Attachment A (the "Agreement"), pursuant to which the City will sell to KeyMark QALICB LLC ("Developer") certain real property located at 1537 Marlowe Avenue in Cincinnati (the "Property"), for Developer to construct certain improvements to the public parking lot located thereon (the "Project").

Section 2. That the Property is not needed for municipal purposes.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$9,600; however, the City is justified in selling the Property to Developer for less than fair market value; namely, for \$1.00, because the City will receive economic and non-economic benefits that equal or exceed the fair market value of the Property because the Project will support the College Hill neighborhood business district.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Developer (and/or its affiliate) owns or will own and control the adjoining property and consolidation and redevelopment of the Property with Developer's (or its affiliate's) parcels will put the Property to the highest and best use.

Section 5. That proceeds from the sale of the Property shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services

Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof into Miscellaneous Permanent Improvement Fund 757.

Section 6. That the City Manager and other City officials are authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Agreement, including, without limitation, executing any and all ancillary agreements, amendments, deeds, plats, terminations, releases, and other documents.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to expedite the City's execution of the Agreement, so that Developer can move forward with the Project without delay, enabling the Property to be put to its highest and best use, for the economic benefit of the City, at the earliest possible time.

Passed:	, 2021	
		John Cranley, Mayor
Attest:	Clerk	

# ATTACHMENT A

Contract No.	
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# PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

# **CITY OF CINCINNATI**

and

# **KEYMARK QALICB LLC**

Project Name: Cedar Lot Sale

(sale of City-owned real property and improvement of an existing public parking lot)

#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Property Sale and Development 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 address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), and KEYMARK QALICB LLC, an Ohio limited liability company, whose address is 6107 Hamilton Avenue, Cincinnati, Ohio 45224 ("Developer"), an affiliate of College Hill Community Urban Redevelopment Corporation and 8K Construction Company, LLC.

#### Recitals:

- A. The City owns approximately 0.110 acres of landlocked real property in the College Hill neighborhood located at 1537 Marlowe Avenue, Cincinnati, Ohio near the Northeast corner of Hamilton Avenue and Cedar Avenue, which property is more particularly described on <a href="Exhibit A"><u>Exhibit A</u></a> (Legal Description) hereto (the "**Property**"). The Property is under the management and control of the City's Department of Community and Economic Development ("**DCED**").
- B. Developer owns the real property adjoining the Property located at 5916-5918 and 5920 Hamilton Avenue along with several other adjacent parcels, as depicted on <a href="Exhibit B">Exhibit B</a> (*Project Site*) hereto (the "Developer's Property"), portions of which are currently used as a public parking lot for the benefit of the College Hill neighborhood. Developer, and/or Developer's affiliate CH KeyMark LLC, intends to redevelop the remainder of Developer's Property pursuant to a separate agreement with the City.
- C. Developer has requested the City convey the Property to Developer so that Developer may assemble it with Developer's Property and subsequently construct certain improvements to the public parking lot, as more particularly described on <a href="Exhibit C">Exhibit C</a> (Statement of Work, Budget, and Sources of Funds) hereto (the "**Project**").
- D. Developer has committed to commence on-site construction at the Property no later than May 1, 2022 (the "Outside Construction Commencement Date"), and to complete construction at the Property no later than July 1, 2023 (the "Outside Construction Completion Date").
- E. The City's Real Estate Services Division has determined, by appraisal, that the fair market value of the Property is approximately \$9,600; however, to facilitate the Project and promote its economic feasibility, the City is agreeable to selling the Property to Developer for less than fair market value; namely, for \$1.00, because the City will receive economic and non-economic benefits that equal or exceed the fair market value of the Property because the Project will support the College Hill neighborhood business district.
- F. 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.
- G. The City has determined that (i) the Property is not needed for a municipal purpose, (ii) upon the recommendation of DCED, the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and (iii) the City's sale of the Property to Developer to complete the Project will support the business district in the College Hill neighborhood since the improved public parking lot will serve the College Hill neighborhood for no less than twenty years, thereby contributing to the social and economic viability and stability of the neighborhood.
- H. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the sale of the Property to Developer at its meeting on November 5, 2021.

l.	Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No.
20,	passed on, 20
{00353159-7}	

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

### 2. Closing: Conditions to Closing.

- (A) <u>Conditions</u>. The Closing shall not occur unless and until each of the following conditions, including any and all other conditions as may be identified in the City's Coordinated Report (collectively, the "**Conditions**") have been satisfied or waived in writing by the City, at the City's sole and absolute discretion; *provided, however*, that if the City, in its sole and absolute discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Deed (as defined below) to Developer or handle such Conditions post-Closing:
  - (i) Title & Survey: Developer shall have approved the title to the Property as set forth in a commitment of title insurance obtained by Developer and, if obtained by Developer, an ALTA property survey of the Property;
  - (ii) Geotechnical & Environmental Condition: Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for the development of the Project;
  - (iii) Conceptual Drawings: Developer shall have submitted to the City conceptual drawings, followed by preliminary plans and specifications for the Project;
  - (iv) Coordinated Report Conditions: Developer shall have satisfied the conditions of the sale set forth in the City's Coordinated Report associated with the sale of the Property, some of which are summarized in Section 11 below;
  - (v) Final Plans: Developer shall have submitted its final plans for the Project to DCED and the City's Department of Transportation and Engineering ("DOTE") and received approval of the same from DCED and DOTE;
  - (vi) Continued Compliance: Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate; and
  - (vii) Other Information: Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

All of the due diligence and investigations and documents referred to in this paragraph (A) shall be performed and obtained, as the case may be, at no cost to the City.

(B) <u>Developer's Right of Entry</u>. Prior to Closing, Developer may enter the Property during reasonable business hours to conduct tests and inspections related to the Project, *provided that* Developer must provide DCED at least 24 hours' notice prior to entering the Property. Developer shall promptly repair any damage to the Property resulting from its inspections and Developer shall hold the City harmless from {00353159-7}

any loss or expense arising out of Developer's activities on the Property. Entry shall be at the sole risk of Developer. DCED shall cooperate with Developer in Developer's inspections, studies, and in obtaining all required approvals (it being acknowledged by Developer that the City makes no representations or assurances regarding the granting of any required approvals).

- (C) <u>Copies of Due Diligence Materials to Be Provided to City</u>. Without limitation of Developer's other obligations, prior to Closing, and as such due diligence materials are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project or the Property, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.
- (D) Right to Terminate. If prior to Closing, either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** of the Effective Date, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.
- (E) <u>Closing Date</u>. Subject to the terms and conditions of this Agreement, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place on <u>December 17, 2021</u>, or such earlier or later date upon which the parties mutually agree.
- Closing Costs and Closing Documents; Public Parking Covenant. At the Closing, (i) Developer shall pay the Purchase Price, and (ii) the City shall convey all of its right, title, and interest in and to the Property to Developer by Quitclaim Deed substantially in the form of Exhibit D (Form of Quitclaim Deed) hereto (the "City's Deed") which Developer acknowledges includes a public parking covenant pursuant to which Developer covenants, for twenty (20) years following the completion of the Project, to provide for public use of the parking lot on the Property, and to maintain or cause to be maintained the parking lot on the Property in good condition and repair. Developer shall pay all Hamilton County, Ohio, recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing (except that the City shall not be required to execute a title affidavit or the like). Developer shall not transfer title to the Property prior to the completion of construction without the City's prior written consent, provided however, the foregoing shall not limit any of Developer's construction lenders from acquiring the Property through foreclosure of its mortgage or deed-in-lieu thereof without the prior written consent of the City. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the City's Deed and shall not be deemed to have been meraed therein.
- (G) <u>Maintenance of Property Between Closing and Prior to Construction Commencement.</u>

  Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.
- (H) <u>Environmental Indemnity</u>. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have {00353159-7}

been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, reasonable attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

# 3. <u>Commencement and Completion of Project; Re-Conveyance of Property to City upon Failure to Timely Commence Project.</u>

- (A) <u>Commencement and Completion of Construction</u>. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for construction of the Project, (b) close on financing sufficient to complete the Project (as evidenced by documentation satisfactory to the City), and (c) commence on-site construction of the Project in accordance with the City-approved plans (the "**Construction Commencement**") no later than the Outside Construction Commencement Date; and (ii) complete construction of the Project in accordance with the City-approved plans and specifications and all other City approvals no later than the Outside Construction Completion Date.
- (B) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with <u>Exhibit C</u>. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.
- (C) <u>Contractors and Subcontractors</u>. In performing work on the Property, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred by the federal or state government or who are identified as being debarred on the City's Vendor's Performance list.
- (D) Applicable Laws. Developer shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances and other governmental requirements applicable to the Project, including, without limitation, those set forth on <a href="Exhibit E">Exhibit E</a> (Additional Requirements) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.
- (E) <u>Inspection of Work</u>. During construction at the Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer reasonable prior written notice thereof, to stop such work and order its replacement at Developer's expense.
- (F) <u>Mechanics' Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.
- (G) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in

writing by the City. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which construction has been completed.

# 4. <u>Insurance; Indemnity</u>.

- (A) Insurance. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City.
- (B) <u>Waiver of Subrogation</u>. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior to the date of termination. As used herein, "Claims" means, collectively, any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages.
- 5. <u>Casualty; Eminent Domain.</u> If the Project or the Property is damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications for the improvements if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project or the Property is being repaired or restored.

# 6. <u>Default; Remedies</u>.

(A) <u>Default</u>. The occurrence of any of the following shall be an "**event of default**" under this Agreement:

- (i) the failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and/or its affiliate CH KeyMark LLC and the City are parties, and failure by Developer or the foregoing affiliate to correct such failure within 30 days after Developer's receipt of written notice thereof from the City (the "Cure Period"); provided, however, that if the nature of the default is such that it cannot reasonably be cured during the Cure period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within the Cure Period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or
- (ii) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of the property of Developer; or
- (iii) any representation, warranty, or certification of Developer made in connection with this Agreement or any other related agreements or documents shall prove to have been false or materially misleading when made.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement that is not cured or corrected within the Cure Period, the City shall be entitled to: (i) if the default occurs prior to Closing, terminate this Agreement by giving Developer written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.
- 7. <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express, or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

To Developer:

City of Cincinnati
Attention: Director of the Department of
Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue,
Cincinnati. Ohio 45202

KeyMark QALICB LLC 6107 Hamilton Avenue, Cincinnati, Ohio 45224 Attention: Seth Walsh

If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202.

8. Representations, Warranties, and Covenants. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

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- (i) Developer is duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed, and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (iii) Developer's execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its completion of the Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) With reference to Section 301-20 of the Cincinnati Municipal Code, neither Developer nor its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

# 9. Reporting Requirements.

- (A) <u>Submission of Records and Reports; Records Retention</u>. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "Records and Reports"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the completion of the Project.
- (B) <u>City's Right to Inspect and Audit</u>. During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 10. General Provisions.

- (A) <u>Assignment</u>. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (B) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.
- (C) <u>Amendments and Waivers</u>. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.
- (F) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (G) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal, or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
  - (H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.
- (I) <u>No Brokers</u>. Developer represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.
- (J) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's Office.
- (K) <u>Time</u>. Time is of the essence with respect to the performance by Developer of its obligations under this Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.
- (M) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (N) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

- (O) <u>Counterparts and Electronic Signatures</u>. 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.
- 11. <u>Coordinated Report Conditions</u>. Per Coordinated Report #21-2021, Developer shall abide by the following additional conditions:
- (A) <u>Metropolitan Sewer District of Greater Cincinnati</u>: the Metropolitan Sewer District of Greater Cincinnati ("MSD") may require that Developer submit a Request for Availability for Sewer Service ("RASS"). The RASS will outline any additional MSD project requirements, including, without limitation, need for MSD tap permits, easements and/or an Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSD, sewer inspection scheduling, project on-site separation of flow requirements, MSD detention requirements, MSD excavation/fill permitting and bonding, need for a grease interception system, and a reminder for the Project to coordinate with Stormwater Management Utility and GCWW for their specific additional detailed stormwater, detention, and flood plain requirements.
  - (B) Buildings and Inspections (B&I):
    - a. <u>Coordinated Site Review</u>. Developer shall engage in, and comply with all recommendations from, a Coordinated Site Review process.
    - b. Subdivision and Consolidation Plats. Following the Closing and at no cost to the City, Developer shall conduct all necessary surveying work and prepare (A) a subdivision plat and legal description for the portions of Developer's Property that are comprised of the parking lot, and (B) a consolidation plat and legal description for the parking lot, which shall consolidate the Property with the necessary portions of the Developer's Property. Developer shall submit the subdivision plats and the consolidation plat to the City for review and approval (the City-approved subdivision plats and consolidation plat are individually referred to herein. respectively, as the "Subdivision Plats" and "Consolidation Plat" and collectively referred to as the "Plats"). Developer and DCED shall work collaboratively to secure all appropriate Office of the County Engineer, Hamilton County, Ohio and Office of the County Auditor, Hamilton County, Ohio approvals of the Plats, in accordance with applicable law and regulation. Prior to the issuance of any future building permits required for the Project, and at no cost to the City, Developer shall provide to the City recordable versions of the Plats and any other related necessary documentation required by the City and shall pay for all other fees and expenses associated with the approval and recording of such Plats.
  - 12. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A - Legal Description

Exhibit B - Project Site

Exhibit C - Statement of Work, Budget, and Sources of Funds

Exhibit D - Form of Quitclaim Deed

Exhibit E – Additional Requirements (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI, an Ohio municipal corporation	KEYMARK QALICB LLC, an Ohio limited liability company
By: Paula Boggs Muething, City Manager	By:Printed Name:
Date:, 2021	Title:
	Date:, 2021
	Authorized by resolution dated
Approved as to Form:	
Assistant City Solicitor	
Certified Date:	
Fund/Code:	
Amount:	
Bv:	

Karen Alder, City Finance Director

# Exhibit A to Property Sale and Development Agreement

### Legal Description

Parcel ID No.: 233-0004-0145-00

Lying and being in Section 30, Town 3, Fractional Range 2, Mil Creek Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at the South West corner of Lot No. 5 of S. F. Cary's Second Subdivision, as the same is recorded in Plat Book 11, page 54, of the Hamilton County Recorder's Records; thence from said beginning point, South 87 degrees 7 minutes East, along the South line of said Lot 5, 75 feet; thence North 0 degrees 53 minutes East, on a line parallel with the East line of said Lot 5, 65 feet; thence North 87 degrees 7 minutes West, parallel with the South line of said Lot 5; 75 feet to the West line of Lot 5; thence South 0 degrees 53 minutes West; along the West line of said Lot 5, 65 feet to the South West corner of said lot and the place of beginning.

# Exhibit B to Property Sale and Development Agreement

# Project Site



# Exhibit C to Property Sale and Development Agreement

Statement of Work, Budget, and Sources of Funds

### I. STATEMENT OF WORK

Developer shall make improvements to the existing parking lot located on the Property so that it is accessible to and may be utilized by the College Hill neighborhood as a public parking lot, which shall include, but not be limited to the following: Re-paving, lighting improvements, new perimeter fencing, and landscaping upgrades.

Developer shall exercise reasonable and good faith efforts to preserve said improvements in a clean and safe manner.

# II. BUDGET

Acquisition	\$1.00
Hard Construction Costs	\$395,500.00
Soft Costs	\$44,800.00
Total Development Costs	\$440,300.00

### III. SOURCES OF FUNDS

Loan	\$300,000.00
Equity	\$140,300.00
Total Sources of Funds	\$440,300.00

# <u>Exhibit D</u> to Property Sale and Development Agreement

Form of Quitclaim Deed

[SEE ATTACHED]

	space above for recorder
	QUITCLAIM DEED
Plum Street, for valuable cons Ohio limited liability company,	ATI, an Ohio municipal corporation (the "City"), having an address of 801 ideration paid, hereby grants and conveys to KEYMARK QALICB LLC, an , the address of which is 6107 Hamilton Avenue, Cincinnati, Ohio 45224 ht, title, and interest in and to the real property described on Exhibit A (Legal erty").
Property Address: Auditor's Parcel No.:	1537 Marlowe Avenue, Cincinnati, Ohio 45224 (landlocked parcel located near the Northeast corner of Hamilton Avenue and Cedar Avenue) 233-0004-0145-00
Grantee subject to the covenar	tions in favor of the City of Cincinnati: The City conveys the Property to nts and restrictions set forth on Exhibit B (Covenants and Restrictions) hereto, and be binding upon Grantee and its successors-in-interest with respect to
This conveyance was au on, 2021.	uthorized by Ordinance No2021, passed by Cincinnati City Council
Prior instrument reference	ces: Official Record 9940, Page 1861, Hamilton County, Ohio Records.
	[Signature Page Follows]

Executed on, 2021.	
	CITY OF CINCINNATI
	Ву:
	Name:
	Title:
STATE OF OHIO ) SS: COUNTY OF HAMILTON )	
The foregoing instrument was acknowledged the theOhio municipal corporation, on behalf of the municipal acknowledgement. No oath or affirmation was adminis certified hereby.	before me this day of, 2021, by of the City of Cincinnati, an corporation. The notarial act certified hereby is an tered to the signer with regard to the notarial act
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, Ohio 45202	
Exhibits. The following exhibits are attached hereto and Exhibit A - Legal Description Exhibit B - Covenants and Restrictions	I made a part hereof:

# Exhibit A to Quitclaim Deed

# Legal Description

Parcel ID No.: 233-0004-0145-00

Lying and being in Section 30, Town 3, Fractional Range 2, Mil Creek Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at the South West corner of Lot No. 5 of S. F. Cary's Second Subdivision, as the same is recorded in Plat Book 11, page 54, of the Hamilton County Recorder's Records; thence from said beginning point, South 87 degrees 7 minutes East, along the South line of said Lot 5, 75 feet; thence North 0 degrees 53 minutes East, on a line parallel with the East line of said Lot 5, 65 feet; thence North 87 degrees 7 minutes West, parallel with the South line of said Lot 5; 75 feet to the West line of Lot 5; thence South 0 degrees 53 minutes West; along the West line of said Lot 5, 65 feet to the South West corner of said lot and the place of beginning.

# Exhibit B to Quitclaim Deed

#### Covenants and Restrictions

- (a) <u>Covenant to Construct and Maintain Parking Lot</u>. As provided in that certain *Property Sale and Development Agreement* between the parties dated \_\_\_\_\_\_\_\_, 20\_\_\_ (the "**Development Agreement**"), Grantee, at no expense to the City, shall make improvements to a paved surface parking lot on the Property in accordance with the terms of the Development Agreement, and shall thereafter maintain the parking lot in good condition and repair and utilize the same as a public parking lot through the Restriction Period, as defined below (the "**Covenant**"). Grantee shall not use the Property for any other reason.
- (b) <u>Enforcement</u>. The City is the beneficiary of this Covenant. In the event of Grantee's breach of this Covenant and subsequent failure to correct said breach during the Cure Period (as defined in the Development Agreement) after Grantee's receipt of the City's initial notice of default, the City shall have the right (but not the obligation) to require that Grantee pay damages to the City in the amount of \$9,600, representing the fair market value of the Property as of the Effective Date (as defined in the Development Agreement), payable no later than thirty (30) days after the City's written demand. The rights and remedies of the City are cumulative, and each and every provision hereof shall apply to and be enforceable by an action at law or equity instituted by the City against the owner of the Property. Any failure of the City to enforce the Covenant shall not be deemed a waiver of the City's right to do so thereafter. Unless expressly set forth in this Quitclaim Deed, there are no third-party beneficiaries of the Covenant. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.
- (c) <u>Restriction Period (20 Years)</u>. The Covenant shall remain in effect for a period of twenty (20) years following Grantee's completion of construction of the parking lot (the "**Restriction Period**"). The foregoing notwithstanding, if a breach of the Covenant occurs prior thereto, as determined by the City, the Covenant shall remain in full force and effect until such time as the Covenant has been in place, without any breach, for a period of twenty (20) years (for clarity, the period of time during which there is an on-going breach of the Covenant shall not be included in the 20-year period.) Upon the expiration of the Covenant, the City, at Grantee's request, shall execute and deliver to Grantee a recordable termination of the Covenant for recording in the Hamilton County, Ohio Records.
- (d) <u>Covenants Run with the Land</u>. The Covenant shall be a "covenant running with the land" and shall be binding upon Grantee and its successors-in-interest, for the benefit of the City.

\* \* \*

# Exhibit E to Property Sale and Development Agreement

# Additional Requirements

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "Government Requirements"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

#### This Exhibit serves two functions:

- (i) Serving as a Source of Information with Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

### (A) Construction Workforce.

(i) <u>Applicability</u>. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

As used herein, the following terms shall have the following meanings:

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "Minority Person" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands. Malavsia. Hawaii and Samoa.
- (e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) Trade Unions; Subcontracts; Competitive Bidding.
    - (i) Meeting and Conferring with Trade Unions.
- (a) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

### (ii) Contracts and Subcontracts; Competitive Bidding.

(a) <u>Applicability</u>. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract"

as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

(b) Requirement. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

### (iii) Competitive Bidding for Certain City-Funded Development Agreements.

- (a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.
  - (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <u>City Building Code</u>. All construction work must be performed in compliance with City building code requirements.

- (D) <u>Lead Paint Regulations</u>. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.
- (E) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

### (F) <u>Small Business Enterprise Program</u>.

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as {00353159-7}

to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15th. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

### (G) Equal Employment Opportunity.

- (i) <u>Applicability</u>. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <u>Requirement</u>. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.
- (J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

# (M) Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) 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 {00353159-7}

in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the city shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.

### (N) Americans With Disabilities Act; Accessibility.

- (i) <u>Applicability</u>. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
- (ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

### (O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <u>Certification as to Non-Debarment</u>. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

# Addendum I to Additional Requirements Exhibit

City's Prevailing Wage Determination

INTENTIONALLY OMITTED

Contract No.	
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# PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

# **CITY OF CINCINNATI**

and

# **KEYMARK QALICB LLC**

Project Name: Cedar Lot Sale

(sale of City-owned real property and improvement of an existing public parking lot)

#### PROPERTY SALE AND DEVELOPMENT AGREEMENT

This Property Sale and Development 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 address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **KEYMARK QALICB LLC**, an Ohio limited liability company, whose address is 6107 Hamilton Avenue, Cincinnati, Ohio 45224 ("**Developer**"), an affiliate of College Hill Community Urban Redevelopment Corporation and 8K Construction Company, LLC.

#### Recitals:

- A. The City owns approximately 0.110 acres of landlocked real property in the College Hill neighborhood located at 1537 Marlowe Avenue, Cincinnati, Ohio near the Northeast corner of Hamilton Avenue and Cedar Avenue, which property is more particularly described on <a href="Exhibit A"><u>Exhibit A</u></a> (*Legal Description*) hereto (the "**Property**"). The Property is under the management and control of the City's Department of Community and Economic Development ("**DCED**").
- B. Developer owns the real property adjoining the Property located at 5916-5918 and 5920 Hamilton Avenue along with several other adjacent parcels, as depicted on Exhibit B (*Project Site*) hereto (the "**Developer's Property**"), portions of which are currently used as a public parking lot for the benefit of the College Hill neighborhood. Developer, and/or Developer's affiliate CH KeyMark LLC, intends to redevelop the remainder of Developer's Property pursuant to a separate agreement with the City.
- C. Developer has requested the City convey the Property to Developer so that Developer may assemble it with Developer's Property and subsequently construct certain improvements to the public parking lot, as more particularly described on <a href="Exhibit C">Exhibit C</a> (Statement of Work, Budget, and Sources of Funds) hereto (the "**Project**").
- D. Developer has committed to commence on-site construction at the Property no later than May 1, 2022 (the "Outside Construction Commencement Date"), and to complete construction at the Property no later than July 1, 2023 (the "Outside Construction Completion Date").
- E. The City's Real Estate Services Division has determined, by appraisal, that the fair market value of the Property is approximately \$9,600; however, to facilitate the Project and promote its economic feasibility, the City is agreeable to selling the Property to Developer for less than fair market value; namely, for \$1.00, because the City will receive economic and non-economic benefits that equal or exceed the fair market value of the Property because the Project will support the College Hill neighborhood business district.
- F. 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.
- G. The City has determined that (i) the Property is not needed for a municipal purpose, (ii) upon the recommendation of DCED, the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and (iii) the City's sale of the Property to Developer to complete the Project will support the business district in the College Hill neighborhood since the improved public parking lot will serve the College Hill neighborhood for no less than twenty years, thereby contributing to the social and economic viability and stability of the neighborhood.
- H. City Planning Commission, having the authority to approve the change in the use of Cityowned property, approved the sale of the Property to Developer at its meeting on November 5, 2021.

l. 20	Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No, passed on, 20
{00353159-7}	

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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

# 2. Closing; Conditions to Closing.

- (A) <u>Conditions</u>. The Closing shall not occur unless and until each of the following conditions, including any and all other conditions as may be identified in the City's Coordinated Report (collectively, the "**Conditions**") have been satisfied or waived in writing by the City, at the City's sole and absolute discretion; *provided, however,* that if the City, in its sole and absolute discretion, determines that one or more of the Conditions would be more appropriately handled at Closing or post-Closing, the City may, if appropriate, include such Conditions in the City's Deed (as defined below) to Developer or handle such Conditions post-Closing:
  - (i) *Title & Survey*: Developer shall have approved the title to the Property as set forth in a commitment of title insurance obtained by Developer and, if obtained by Developer, an ALTA property survey of the Property;
  - (ii) Geotechnical & Environmental Condition: Developer shall be satisfied that the geotechnical and environmental condition of the Property is acceptable for the development of the Project;
  - (iii) Conceptual Drawings: Developer shall have submitted to the City conceptual drawings, followed by preliminary plans and specifications for the Project;
  - (iv) Coordinated Report Conditions: Developer shall have satisfied the conditions of the sale set forth in the City's Coordinated Report associated with the sale of the Property, some of which are summarized in Section 11 below;
  - (v) Final Plans: Developer shall have submitted its final plans for the Project to DCED and the City's Department of Transportation and Engineering ("DOTE") and received approval of the same from DCED and DOTE;
  - (vi) Continued Compliance: Developer shall be in compliance with all obligations under this Agreement and all representations made by Developer under this Agreement or any other document executed between Developer and the City related to the Project shall continue to be true and accurate; and
  - (vii) Other Information: Developer shall have provided such other information and documents pertaining to Developer or the Project as the City may reasonably require.

All of the due diligence and investigations and documents referred to in this paragraph (A) shall be performed and obtained, as the case may be, at no cost to the City.

(B) <u>Developer's Right of Entry</u>. Prior to Closing, Developer may enter the Property during reasonable business hours to conduct tests and inspections related to the Project, *provided that* Developer must provide DCED at least 24 hours' notice prior to entering the Property. Developer shall promptly repair any damage to the Property resulting from its inspections and Developer shall hold the City harmless from {00353159-7}

any loss or expense arising out of Developer's activities on the Property. Entry shall be at the sole risk of Developer. DCED shall cooperate with Developer in Developer's inspections, studies, and in obtaining all required approvals (it being acknowledged by Developer that the City makes no representations or assurances regarding the granting of any required approvals).

- (C) <u>Copies of Due Diligence Materials to Be Provided to City</u>. Without limitation of Developer's other obligations, prior to Closing, and as such due diligence materials are obtained by Developer, Developer, at no cost to the City, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project or the Property, or are otherwise related to anything authorized pursuant to the terms and conditions of this Agreement.
- (D) Right to Terminate. If prior to Closing, either party determines, after exercising reasonable good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period of time, such party shall have the right to terminate this Agreement by giving written notice thereof to the other party, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all of the Conditions have not been satisfied to the satisfaction of both parties or waived in writing and for that reason the Closing has not occurred within **90 days** of the Effective Date, the City, in its sole and absolute discretion, may terminate this Agreement and all rights and obligations of the parties hereunder by giving written notice thereof to Developer.
- (E) <u>Closing Date</u>. Subject to the terms and conditions of this Agreement, the purchase of the Property by Developer and the sale and conveyance of the Property by the City to Developer (the "**Closing**") shall take place on <u>December 17, 2021</u>, or such earlier or later date upon which the parties mutually agree.
- Closing Costs and Closing Documents; Public Parking Covenant. At the Closing, (i) Developer shall pay the Purchase Price, and (ii) the City shall convey all of its right, title, and interest in and to the Property to Developer by Quitclaim Deed substantially in the form of Exhibit D (Form of Quitclaim Deed) hereto (the "City's Deed") which Developer acknowledges includes a public parking covenant pursuant to which Developer covenants, for twenty (20) years following the completion of the Project, to provide for public use of the parking lot on the Property, and to maintain or cause to be maintained the parking lot on the Property in good condition and repair. Developer shall pay all Hamilton County, Ohio, recording fees and any and all other customary closing costs associated with the Closing such that the City shall not be required to come up with any funds for the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Developer shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a closing statement and any and all other customary closing documents that are necessary for the Closing (except that the City shall not be required to execute a title affidavit or the like). Developer shall not transfer title to the Property prior to the completion of construction without the City's prior written consent, provided however, the foregoing shall not limit any of Developer's construction lenders from acquiring the Property through foreclosure of its mortgage or deed-in-lieu thereof without the prior written consent of the City. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed to the City by Developer or any of its affiliated entities. The provisions of this Agreement shall survive the City's execution and delivery of the City's Deed and shall not be deemed to have been merged therein.
- (G) <u>Maintenance of Property Between Closing and Prior to Construction Commencement.</u>
  Between the Closing and Construction Commencement (as defined below), Developer, at no expense to the City, shall maintain the Property in presentable condition, including keeping the site reasonably free of debris and other unsightly materials.
- (H) <u>Environmental Indemnity</u>. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have {00353159-7}

been previously furnished by Developer to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, reasonable attorneys' fees), demands, judgments, liability, and damages suffered or incurred by or asserted against the City as a result of or arising from any such Pre-existing Environmental Condition. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

## 3. <u>Commencement and Completion of Project; Re-Conveyance of Property to City upon</u> Failure to Timely Commence Project.

- (A) <u>Commencement and Completion of Construction</u>. Following Closing, Developer shall (i) (a) apply for and receive the required building permits from the City's Department of Buildings and Inspections ("**B&I**") for construction of the Project, (b) close on financing sufficient to complete the Project (as evidenced by documentation satisfactory to the City), and (c) commence on-site construction of the Project in accordance with the City-approved plans (the "**Construction Commencement**") no later than the Outside Construction Commencement Date; and (ii) complete construction of the Project in accordance with the City-approved plans and specifications and all other City approvals no later than the Outside Construction Completion Date.
- (B) <u>Plans and Specifications</u>. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with <u>Exhibit C</u>. Once the City's DCED Director has approved Developer's plans, Developer shall not make any material changes thereto without the Director's prior written consent.
- (C) <u>Contractors and Subcontractors</u>. In performing work on the Property, Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred by the federal or state government or who are identified as being debarred on the City's Vendor's Performance list.
- (D) <u>Applicable Laws</u>. Developer shall obtain, pay for, and maintain all necessary building permits and other permits, licenses, and other governmental approvals and shall comply with all applicable federal, state, and local laws, codes, ordinances and other governmental requirements applicable to the Project, including, without limitation, those set forth on <u>Exhibit E</u> (*Additional Requirements*) hereto. The City makes no representations or other assurances to Developer that Developer will be able to obtain whatever variances, permits, or other approvals from B&I, DOTE, other City departments, City Planning Commission, or City Council that may be required in connection with the Project.
- (E) <u>Inspection of Work</u>. During construction at the Property, the City, its employees and agents shall have the right at all reasonable times to inspect the progress of construction to determine whether Developer is complying with its obligations under this Agreement. If the City determines that the work is not substantially in accordance with the City-approved plans and specifications or other requirements of this Agreement, is not in compliance with all applicable laws, or is not performed in a good and workmanlike manner, the City shall have the right, in its reasonable judgment and after giving Developer reasonable prior written notice thereof, to stop such work and order its replacement at Developer's expense.
- (F) <u>Mechanics' Liens</u>. Developer shall not permit any mechanics' liens or other liens to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record.
- (G) Recognition of City Support. Developer shall acknowledge the support of the City with respect to the Project in all printed materials such as informational releases, pamphlets and brochures, construction signs, project and identification signage, and any publicity such as that appearing on the Internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a participant, Developer shall use either the phrase "Project made possible by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in

writing by the City. Developer's obligations under this section shall commence on the Effective Date and shall terminate on the date on which construction has been completed.

#### 4. <u>Insurance; Indemnity</u>.

- (A) <u>Insurance</u>. Throughout construction, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$1,000,000 per occurrence, combined single limit/\$2,000,000 aggregate, naming the City as an additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed, (iii) worker's compensation insurance in such amount as required by law, (iv) all insurance as may be required by Developer's construction lenders, and (v) such other insurance as may be reasonably required by the City's Division of Risk Management. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City.
- (B) <u>Waiver of Subrogation</u>. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.
- (C) <u>Indemnity</u>. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Developer shall defend, indemnify, and hold the City, its officers, council members, employees, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Developer in connection with the Project. Developer's obligations under this paragraph shall survive termination of this Agreement with respect to Claims suffered, incurred, asserted, or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages.
- 5. <u>Casualty; Eminent Domain.</u> If the Project or the Property is damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal, state, or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence. To the extent the City's participation is required, the City and Developer shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the Property, the City shall not be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining the City's approval of the plans and specifications for the improvements if they deviate from the original City-approved plans. Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Project or the Property is being repaired or restored.

#### 6. <u>Default; Remedies</u>.

(A) <u>Default</u>. The occurrence of any of the following shall be an "**event of default**" under this Agreement:

- (i) the failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other agreement to which Developer and/or its affiliate CH KeyMark LLC and the City are parties, and failure by Developer or the foregoing affiliate to correct such failure within 30 days after Developer's receipt of written notice thereof from the City (the "Cure Period"); provided, however, that if the nature of the default is such that it cannot reasonably be cured during the Cure period, Developer shall not be in default under this Agreement so long as Developer commences to cure the default within the Cure Period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Developer's receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Developer fails to take corrective action immediately upon discovering such dangerous condition or emergency; or
- (ii) the dissolution of Developer, the filing of any bankruptcy or insolvency proceedings by or against Developer, the making by Developer of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer, or the attachment of, levy upon, or seizure by legal process of any of the property of Developer; or
- (iii) any representation, warranty, or certification of Developer made in connection with this Agreement or any other related agreements or documents shall prove to have been false or materially misleading when made.
- (B) Remedies. Upon the occurrence of an event of default under this Agreement that is not cured or corrected within the Cure Period, the City shall be entitled to: (i) if the default occurs prior to Closing, terminate this Agreement by giving Developer written notice thereof, (ii) take such actions in the way of "self-help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City as a result of a default of Developer under this Agreement or the City's enforcement or termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.
- **7.** <u>Notices</u>. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by UPS, Federal Express, or other recognized courier service, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:

To Developer:

City of Cincinnati
Attention: Director of the Department of
Community and Economic Development
Centennial Plaza Two, Suite 700
805 Central Avenue,
Cincinnati, Ohio 45202

KeyMark QALICB LLC 6107 Hamilton Avenue, Cincinnati, Ohio 45224 Attention: Seth Walsh

If Developer sends a notice to the City alleging that the City is in default under this Agreement, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202.

**8.** Representations, Warranties, and Covenants. Developer makes the following representations, warranties, and covenants to induce the City to enter into this Agreement:

- (i) Developer is duly organized and validly existing under the laws of the State of Ohio, has properly filed all certificates and reports required to be filed by it under the laws of the State of Ohio, and is not in violation of any laws relevant to the transactions contemplated by this Agreement.
- (ii) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed, and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.
- (iii) Developer's execution, delivery, and performance of this Agreement and the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or Developer's organizational documents, or any mortgage, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing.
- (iv) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, or its parents, subsidiaries, or affiliates, at law or in equity or before or by any governmental authority that, if determined adversely, would impair the financial condition of such entity or its ability to perform its obligations with respect to the matters contemplated herein.
- (v) Developer shall give prompt notice in writing to the City of the occurrence or existence of any litigation, labor dispute, or governmental proceedings or investigation affecting Developer that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition or its completion of the Project.
- (vi) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
- (vii) With reference to Section 301-20 of the Cincinnati Municipal Code, neither Developer nor its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

#### 9. Reporting Requirements.

- (A) <u>Submission of Records and Reports; Records Retention</u>. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "Records and Reports"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports for a period of 3 years after the completion of the Project.
- (B) <u>City's Right to Inspect and Audit</u>. During construction and for a period of 3 years after completion of the Project, Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

#### 10. **General Provisions**.

- (A) <u>Assignment</u>. Developer shall not assign its rights or obligations under this Agreement without the prior written consent of the City, which may be withheld in the City's sole and absolute discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.
- (B) <u>Entire Agreement</u>. This Agreement (including the exhibits hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof.
- (C) <u>Amendments and Waivers</u>. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.
- (D) <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Developer agrees that venue in such court is proper. Developer hereby waives trial by jury with respect to any and all disputes arising under this Agreement.
- (E) <u>Binding Effect</u>. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.
- (F) <u>Captions</u>. The captions of the various sections and paragraphs of this Agreement are not part of the context hereof and are only guides to assist in locating such sections and paragraphs and shall be ignored in construing this Agreement.
- (G) <u>Severability</u>. If any part of this Agreement is held by a court of law to be void, illegal, or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.
  - (H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.
- (I) <u>No Brokers</u>. Developer represents to the City that it has not dealt with a real estate broker, salesperson, or other person who might claim entitlement to a fee or other compensation from either party as a result of the parties' execution of this Agreement.
- (J) <u>No Recording</u>. This Agreement shall not be recorded in the Hamilton County Recorder's Office.
- (K) <u>Time</u>. Time is of the essence with respect to the performance by Developer of its obligations under this Agreement.
- (L) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements, or obligations shall be deemed to be a representation, warranty, covenant, agreement, or obligation of any present or future officer, agent, employee, or attorney of the City in other than his or her official capacity.
- (M) <u>Conflict of Interest</u>. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (N) <u>Administrative Actions</u>. To the extent permitted by applicable laws, and unless otherwise expressly provided in this Agreement, all actions taken or to be taken by the City under this Agreement may be taken by administrative action and shall not require legislative action of the City beyond the legislative action authorizing the execution of this Agreement.

- (O) <u>Counterparts and Electronic Signatures</u>. 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.
- **11.** <u>Coordinated Report Conditions.</u> Per Coordinated Report #21-2021, Developer shall abide by the following additional conditions:
- (A) <u>Metropolitan Sewer District of Greater Cincinnati</u>: the Metropolitan Sewer District of Greater Cincinnati ("**MSD**") may require that Developer submit a Request for Availability for Sewer Service ("**RASS**"). The RASS will outline any additional MSD project requirements, including, without limitation, need for MSD tap permits, easements and/or an Ohio EPA Permit to Install, utilization of licensed and bonded sewer tappers with MSD, sewer inspection scheduling, project on-site separation of flow requirements, MSD detention requirements, MSD excavation/fill permitting and bonding, need for a grease interception system, and a reminder for the Project to coordinate with Stormwater Management Utility and GCWW for their specific additional detailed stormwater, detention, and flood plain requirements.
  - (B) <u>Buildings and Inspections (B&I)</u>:
    - a. <u>Coordinated Site Review</u>. Developer shall engage in, and comply with all recommendations from, a Coordinated Site Review process.
    - b. Subdivision and Consolidation Plats. Following the Closing and at no cost to the City, Developer shall conduct all necessary surveying work and prepare (A) a subdivision plat and legal description for the portions of Developer's Property that are comprised of the parking lot, and (B) a consolidation plat and legal description for the parking lot, which shall consolidate the Property with the necessary portions of the Developer's Property. Developer shall submit the subdivision plats and the consolidation plat to the City for review and approval (the City-approved subdivision plats and consolidation plat are individually referred to herein, respectively, as the "Subdivision Plats" and "Consolidation Plat" and collectively referred to as the "Plats"). Developer and DCED shall work collaboratively to secure all appropriate Office of the County Engineer, Hamilton County, Ohio and Office of the County Auditor, Hamilton County, Ohio approvals of the Plats, in accordance with applicable law and regulation. Prior to the issuance of any future building permits required for the Project, and at no cost to the City, Developer shall provide to the City recordable versions of the Plats and any other related necessary documentation required by the City and shall pay for all other fees and expenses associated with the approval and recording of such Plats.
  - **12. Exhibits.** The following exhibits are attached hereto and made a part hereof:

Exhibit A – Legal Description

Exhibit B - Project Site

Exhibit C – Statement of Work, Budget, and Sources of Funds

Exhibit D – Form of Quitclaim Deed

Exhibit E - Additional Requirements (incl. Addendum I - City's Prevailing Wage Determination)

[SIGNATURE PAGE FOLLOWS]

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

CITY OF CINCINNATI, an Ohio municipal corporation	KEYMARK QALICB LLC, an Ohio limited liability company
By:	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	
Nateri Aluer, City Finance Director	

## Exhibit A to Property Sale and Development Agreement

#### Legal Description

Parcel ID No.: 233-0004-0145-00

Lying and being in Section 30, Town 3, Fractional Range 2, Mil Creek Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at the South West corner of Lot No. 5 of S. F. Cary's Second Subdivision, as the same is recorded in Plat Book 11, page 54, of the Hamilton County Recorder's Records; thence from said beginning point, South 87 degrees 7 minutes East, along the South line of said Lot 5, 75 feet; thence North 0 degrees 53 minutes East, on a line parallel with the East line of said Lot 5, 65 feet; thence North 87 degrees 7 minutes West, parallel with the South line of said Lot 5; 75 feet to the West line of Lot 5; thence South 0 degrees 53 minutes West; along the West line of said Lot 5, 65 feet to the South West corner of said lot and the place of beginning.

## $\underline{\text{Exhibit B}}\\ \text{to Property Sale and Development Agreement}$

#### Project Site



## Exhibit C to Property Sale and Development Agreement

Statement of Work, Budget, and Sources of Funds

#### I. STATEMENT OF WORK

Developer shall make improvements to the existing parking lot located on the Property so that it is accessible to and may be utilized by the College Hill neighborhood as a public parking lot, which shall include, but not be limited to the following: Re-paving, lighting improvements, new perimeter fencing, and landscaping upgrades.

Developer shall exercise reasonable and good faith efforts to preserve said improvements in a clean and safe manner.

#### II. BUDGET

Acquisition	\$1.00
Hard Construction Costs	\$395,500.00
Soft Costs	\$44,800.00
Total Development Costs	\$440,300.00

#### III. SOURCES OF FUNDS

Loan	\$300,000.00
Equity	\$140,300.00
Total Sources of Funds	\$440,300.00

# $\underline{\text{Exhibit D}}\\ \text{to Property Sale and Development Agreement}$

Form of Quitclaim Deed

[SEE ATTACHED]

		QUITCLAIM DEED
Ohio (" <b>Gra</b>	Street, for valuable consideration limited liability company,	<b>TI</b> , an Ohio municipal corporation (the " <b>City</b> "), having an address of 801 deration paid, hereby grants and conveys to <b>KEYMARK QALICB LLC</b> , an the address of which is 6107 Hamilton Avenue, Cincinnati, Ohio 45224 t, title, and interest in and to the real property described on <u>Exhibit A</u> ( <i>Legal</i> <b>rty</b> ").
	Property Address: Auditor's Parcel No.:	1537 Marlowe Avenue, Cincinnati, Ohio 45224 (landlocked parcel located near the Northeast corner of Hamilton Avenue and Cedar Avenue) 233-0004-0145-00
Covenants and Restrictions in favor of the City of Cincinnati: The City conveys the Property to Grantee subject to the covenants and restrictions set forth on <a href="Exhibit B">Exhibit B</a> (Covenants and Restrictions) hereto, which shall "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property.		
on	This conveyance was aut	horized by Ordinance No2021, passed by Cincinnati City Council
	Prior instrument references: Official Record 9940, Page 1861, Hamilton County, Ohio Records.	
[Signature Page Follows]		

Executed on, 2021.	
	CITY OF CINCINNATI
	Ву:
	Name:
	Title:
STATE OF OHIO )	
) SS: COUNTY OF HAMILTON )	
	knowledged before me this day of, 2021, by
Ohio municipal corporation, on behalf of th	e municipal corporation. The notarial act certified hereby is an was administered to the signer with regard to the notarial act
	Notary Public My commission expires:
Approved as to Form:	
Assistant City Solicitor	
This instrument prepared by:	
City of Cincinnati Law Department 801 Plum Street, Suite 214 Cincinnati, Ohio 45202	
Exhibits. The following exhibits are attache	

## Exhibit A to Quitclaim Deed

#### Legal Description

Parcel ID No.: 233-0004-0145-00

Lying and being in Section 30, Town 3, Fractional Range 2, Mil Creek Township, in the City of Cincinnati, County of Hamilton, State of Ohio and being more particularly described as follows:

Beginning at the South West corner of Lot No. 5 of S. F. Cary's Second Subdivision, as the same is recorded in Plat Book 11, page 54, of the Hamilton County Recorder's Records; thence from said beginning point, South 87 degrees 7 minutes East, along the South line of said Lot 5, 75 feet; thence North 0 degrees 53 minutes East, on a line parallel with the East line of said Lot 5, 65 feet; thence North 87 degrees 7 minutes West, parallel with the South line of said Lot 5; 75 feet to the West line of Lot 5; thence South 0 degrees 53 minutes West; along the West line of said Lot 5, 65 feet to the South West corner of said lot and the place of beginning.

## Exhibit B to Quitclaim Deed

#### Covenants and Restrictions

- (a) <u>Covenant to Construct and Maintain Parking Lot</u>. As provided in that certain *Property Sale and Development Agreement* between the parties dated \_\_\_\_\_\_\_, 20\_\_\_ (the "**Development Agreement**"), Grantee, at no expense to the City, shall make improvements to a paved surface parking lot on the Property in accordance with the terms of the Development Agreement, and shall thereafter maintain the parking lot in good condition and repair and utilize the same as a public parking lot through the Restriction Period, as defined below (the "**Covenant**"). Grantee shall not use the Property for any other reason.
- (b) Enforcement. The City is the beneficiary of this Covenant. In the event of Grantee's breach of this Covenant and subsequent failure to correct said breach during the Cure Period (as defined in the Development Agreement) after Grantee's receipt of the City's initial notice of default, the City shall have the right (but not the obligation) to require that Grantee pay damages to the City in the amount of \$9,600, representing the fair market value of the Property as of the Effective Date (as defined in the Development Agreement), payable no later than thirty (30) days after the City's written demand. The rights and remedies of the City are cumulative, and each and every provision hereof shall apply to and be enforceable by an action at law or equity instituted by the City against the owner of the Property. Any failure of the City to enforce the Covenant shall not be deemed a waiver of the City's right to do so thereafter. Unless expressly set forth in this Quitclaim Deed, there are no third-party beneficiaries of the Covenant. This Covenant shall not be amended, released, extinguished, or otherwise modified without the prior written consent of the City, which consent may be withheld in its sole and absolute discretion.
- (c) <u>Restriction Period</u> (20 Years). The Covenant shall remain in effect for a period of twenty (20) years following Grantee's completion of construction of the parking lot (the "**Restriction Period**"). The foregoing notwithstanding, if a breach of the Covenant occurs prior thereto, as determined by the City, the Covenant shall remain in full force and effect until such time as the Covenant has been in place, without any breach, for a period of twenty (20) years (for clarity, the period of time during which there is an on-going breach of the Covenant shall not be included in the 20-year period.) Upon the expiration of the Covenant, the City, at Grantee's request, shall execute and deliver to Grantee a recordable termination of the Covenant for recording in the Hamilton County, Ohio Records.
- (d) <u>Covenants Run with the Land</u>. The Covenant shall be a "covenant running with the land" and shall be binding upon Grantee and its successors-in-interest, for the benefit of the City.

\* \* \*

## Exhibit E to Property Sale and Development Agreement

#### Additional Requirements

Developer and Developer's general contractor shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati (collectively, "Government Requirements"), including the Government Requirements listed below, to the extent that they are applicable. Developer hereby acknowledges and agrees that (a) the below listing of Government Requirements is not intended to be an exhaustive list of Government Requirements applicable to the Project, Developer, or Developer's contractors, subcontractors or employees, either on the City's part or with respect to any other governmental entity, and (b) neither the City nor its Law Department is providing legal counsel to or creating an attorney-client relationship with Developer by attaching this Exhibit to the Agreement.

#### This Exhibit serves two functions:

- (i) Serving as a Source of Information with Respect to Government Requirements. This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.
- (ii) Affirmatively Imposing Contractual Obligations. If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

#### (A) Construction Workforce.

(i) <u>Applicability</u>. Consistent with the limitations contained within the City Resolutions identified in clause (ii) below, this Section (A) shall not apply to contracts with the City other than construction contracts, or to construction contracts to which the City is not a party. For the avoidance of doubt, this Agreement is a construction contract solely to the extent that it directly obligates Developer to assume the role of a general contractor on a construction project for public improvements such as police stations or other government buildings, public parks, or public roadways.

The Construction Workforce Goals are not applicable to future work (such as repairs or modifications) on any portion of the Project. The Construction Workforce Goals are not applicable to the purchase of specialty fixtures and trade fixtures.

(ii) <u>Requirement.</u> In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least

halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "Construction Workforce Goals").

As used herein, the following terms shall have the following meanings:

- (a) "Best Efforts" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.
- (b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.
  - (c) "Black" means a person having origin in the black racial group of Africa.
- (d) "Asian or Pacific Islander" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.
- (e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.
- (f) "American Indian" or "Alaskan Native" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.
  - (B) Trade Unions; Subcontracts; Competitive Bidding.
    - (i) Meeting and Conferring with Trade Unions.
- (a) <u>Applicability</u>. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).
- (b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

#### (ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to "construction contracts" under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority," and "contract"

as "all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction."

(b) <u>Requirement</u>. If CMC Chapter 321 applies to the Project, Developer is required to ensure that all contracts and subcontracts for the Project are awarded pursuant to a competitive bidding process that is approved by the City in writing. All bids shall be subject to review by the City. All contracts and subcontracts shall be expressly required by written agreement to comply with the provisions of this Agreement and the applicable City and State of Ohio laws, ordinances and regulations with respect to such matters as allocation of subcontracts among trade crafts, Small Business Enterprise Program, Equal Employment Opportunity, and Construction Workforce Goals.

#### (iii) Competitive Bidding for Certain City-Funded Development Agreements.

- (a) <u>Applicability</u>. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.
- (b) <u>Requirement</u>. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:
  - (1) "Bid" means an offer in response to an invitation for bids to provide construction work.
  - (2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
  - (3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
  - (4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.
  - (5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.
- (C) <u>City Building Code</u>. All construction work must be performed in compliance with City building code requirements.

- (D) <u>Lead Paint Regulations</u>. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.
- (E) <u>Displacement</u>. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

#### (F) <u>Small Business Enterprise Program</u>.

- (i) <u>Applicability</u>. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).
- (ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <a href="http://cincinnati.diversitycompliance.com">http://cincinnati.diversitycompliance.com</a>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:
  - (1) Including qualified SBEs on solicitation lists.
  - (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.
  - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.
- (iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.
- (iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as {00353159-7}

to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 15<sup>th</sup>. Developer or its general contractor shall enter all reports required in this subsection via the City's web page referred to in clause (i) above or any successor site or system the City uses for this purpose. Upon execution of this Agreement, Developer and its general contractor shall contact the Department of Economic Inclusion to obtain instructions, the proper internet link, login information, and password to access the site and set up the necessary reports.

- (v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.
- (vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

#### (G) Equal Employment Opportunity.

- (i) <u>Applicability</u>. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.
- (ii) <u>Requirement.</u> If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.
- (H) <u>Prevailing Wage</u>. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as <u>Addendum I to Additional Requirements Exhibit</u> (*City's Prevailing Wage Determination*) hereto.
- (I) <u>Compliance with the Immigration and Nationality Act</u>. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.
- (J) <u>Prompt Payment</u>. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

- (K) <u>Conflict of Interest</u>. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.
- (L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

#### (M) Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "**Wage Enforcement Chapter**"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) <u>Required Contractual Language</u>. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.
- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth {00353159-7}

in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.

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

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

#### (N) Americans With Disabilities Act; Accessibility.

- (i) <u>Applicability</u>. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the "**Accessibility Motion**"). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.
- (ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

#### (O) <u>Electric Vehicle Charging Stations in Garages</u>.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

- (ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.
- (P) <u>Certification as to Non-Debarment</u>. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

#### Addendum I to Additional Requirements Exhibit

City's Prevailing Wage Determination

INTENTIONALLY OMITTED

# 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

Jan-Michele Lemon Kearney

Councilmember

September 27, 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:

- Reading Road (From Avondale through Bond Hill and then Roselawn)
- Glenway
- Elberon (near Mt. Echo Park
- Erie (by District 2)
- Sycamore Hill in Mt. Auburn
- Paddock Road between Reading Road and Tennessee Avenue

# 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

202102306

### Jan-Michele Lemon Kearney

Councilmember

June 15, 2021

#### **MOTION**

WE MOVE that the City of Cincinnati allocate \$2.5 million from the Fleet Replacement funds in the capital budget to remove the West Fork Incinerator in South Cumminsville. These bonded capital dollars should be allocated from the 40% portion of the fleet replacement funds that are not allocated to police and fire vehicles.

Gouncilmember Jan-M	fichele Lemon Kearney

CAL I Budget & Finance J-MIK

418201811

T.B.: DHATZ.NNIGT

CLERK DF COUNCIL

# 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

January 4, 2018

201800068

#### **MOTION**

WE MOVE that the Administration provide a report on fees paid to the city by community councils, CDCs, and neighborhood business associations for special events permits, Parks department permits, and all other event related permits.

WE FURTHER MOVE that the Administration make recommendations to Council on options to defray the cost of these fees for neighborhood organizations.

WE FURTHER MOVE that the Administration institute a policy that permits neighborhood organizations who contract with the city through the Neighborhood Support Program to save the funds they receive for use on projects in the next subsequent contract year.

David Mann	

#### **STATEMENT**

It is undeniable that there is more energy, excitement, and activity in Cincinnati's neighborhoods than anytime I can remember in my political career. Seemingly every week there is something to do—a farmers market in Hyde Park, a street food festival in Walnut Hills, a parade in Northside, Evanston or Mt. Washington, a sustainability event in Sayler Park, or a beer garden in Westwood. These events and more are often planned and executed by volunteer citizens who see the activation of their neighborhoods as integral to the continued improvement for their community.

The city should do everything it can to support these events. However, in recent years, one of the most common issues that is brought to my attention is the cost of the city fees associated with these events.

This motion calls for a report on the amount of fees paid to the city by neighborhood organizations, such as community councils, CDCs, and business associations. Additionally, the motion seeks the Administration's input into how best to help defray these costs.

Armed with this information, City Council can make important decisions about how best to support neighborhoods whose residents dedicate countless hours and dollars to pulling off events that highlight the diversity and character of our city.

### The Black Wall Street Cooperative 201800188

22 West 7th Street Cincinnati. Ohio 45202

January 29, 2018

#### Memorandum

TO: City Council

City of Cincinnati

Email: CityCouncil@cincinnati-oh.gov

**SUBJECT:** Committee On Reinvestment

The Municipal Code, at Section 301-3 – Committee On Reinvestment, states:

"The committee on reinvestment is hereby established to evaluate the lending performance of each bank, savings and loan, or other financial institution desiring to compete for depository contracts or awards or agreements for the investment of municipal funds pursuant to Section 301-11 . . . . "

The Code further states:

"The mayor with the advice and consent of council shall appoint six members to represent the interest of Cincinnati neighborhoods, and three members from the business community with financial management expertise, who shall not be employees of banks, savings and loans, or other financial institutions competing for city deposits."

Currently this committee is not functioning. The reactivation of the Committee On Reinvestment is necessary due to compliance violations issued to banking institutions operating in Cincinnati by the Federal Reserve Bank.

The Black Wall Street Cooperative is a non-profit Ohio registered cooperative with an IRS 501(c)(3) tax exempted determination. We are a management association with a mission to develop and manage the networking of a community's net worth as a economic development tool for global, national, and regional financing for the creation and sustaining of businesses and jobs; and for the protection of their interest.

Activating the Committee On Reinvestment is mandatory. Our management team has had a working relationship with the previous Committee since its initial establishment; and we are willing to serve and assist the Council.

Respectfully Submitted,

Rev. William N. Tate Vice President wntate@gmail.com

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Mo



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201800188	Communication	Held
	•	Councilmember Mann, from Rev. William N. all Street Cooperative, regarding Committee on
	Introduced: 1/31/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/5/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov

# 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

201800208

February 5, 2018

#### **MOTION**

WE MOVE that any ordinance providing development incentives; infrastructure funding; a zone change; or any other city support for a stadium for FC Cincinnati include an enforceable community benefits agreement (CBA) representing the result of thorough, good faith engagement and negotiations with community members from the neighborhood in which the stadium will be built and from nearby neighborhoods also impacted.

WE FURTHER MOVE that the CBA should include consideration of provisions that address community goals and concerns including, but not limited to:

- · Minimizing displacement of existing residents who want to stay, including homeowners, renters, and commercial/retail businesses
- Residential parking permits
- Noise control
- Design
- · Historic Preservation and consideration of a new historic district
- Commercial development in character with the neighborhood's needs and preferences
- · Effective policing that does not result in displacement
- · FCC's hiring policy and employment policies
- · Potential construction disruption

David Mann

Py Sottenfeld

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#### **STATEMENT**

Many believe that it is premature to discuss community engagement for an FCC soccer stadium when Major League Soccer has not yet announced the next team to join its ranks, a stadium site has not been selected officially, and purchase rights for land parcels have not yet been assembled. We disagree.

In recent years, faced with a wave of developers wanting to invest in Cincinnati, City Council has endeavored to strike a thoughtful balance between encouraging growth, preventing gentrification, preserving affordable housing, respecting historic buildings, and developing public spaces that foster strong community ties. Many on Council have expressed strong directives for developers to obtain community buy-in before receiving Council's blessing to proceed with any proposed development, and time and again we have been told that had a developer only known at the outset that Council would require conditions such as affordable housing units, inclusionary hiring policies, and other issues contemplated by a CBA, it could have planned for those elements from the start.

A new stadium would be one of the most significant deals of the decade to come before Council, and considering the substantial investment of taxpayer money and other incentives, we cannot allow ourselves to miss this opportunity to demonstrate that Cincinnati stands firmly with its communities and that major developments can and must be win-win deals for developers and residents.

Council is hearing serious concerns from Cincinnati residents, particularly in neighborhoods where a potential FCC stadium might have the most impact, in response to FCC interest in purchasing land in the West End for a stadium. Should FCC win the MLS bid, which we hope it will, land purchase and development deals will likely transpire quickly, spurred by an MLS-set timetable.

To be a strong city, the rising tide of development in Cincinnati must lift all of us. We cannot in good conscience approve City incentives for a stadium without requiring meaningful community input, and we remain confident that it is possible to get the balance right this time.



### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### **File Summary**

Title File Number **Current Status** 201800208 Motion Held MOTION, dated 02/07/2018, submitted by Councilmembers Mann, Seelbach, Young, Sittenfeld and Vice Mayor Smitherman, WE MOVE that any ordinance providing development incentives; infrastructure funding; a zone change; or any other city support for a stadium for FC Cincinnati include an enforceable community benefits agreement (CBA) representing the result of thorough, good faith engagement and negotiations with community members from the neighborhood in which the stadium will be built and from nearby neighborhoods also impacted. WE FURTHER MOVE that the CBA should include consideration of provisions that address community goals and concerns including, but not limited to: (BALANCE OF MOTION ON FILE) (STATEMENT ATTACHED) Introduced: 2/5/2018 Controlling Body: Budget and Finance Committee Meeting Date: 2/5/2018 Sponsor(s): Mann, Seelbach and Smitherman **Department:** David Mann

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



February 14, 2018

To: Mayor and Members of City Council

From: Harry Black, City Manager

Subject: Divestment of Private Prisons and the Cincinnati Retirement System

#### REFERENCE DOCUMENT #201701311

City Council at its session on December 20, 2017, referred the following item for report:

MOTION, submitted by Councilmembers Sittenfeld, Young, Simpson, Seelbach and Vice Mayor Mann, Whereas the Cincinnati City Council has deep concerns about the use of private prisons in the United States, including creating a profit incentive for incarceration; endangering prison staff, inmates and the public; exacerbating the country's mass incarceration problem and related racial disparities; and representing an expensive and less effective use of taxpayer funds; WHEREAS recently the New York City pension fund voted to divest from private prisons, and Cincinnati wishes to do the same; and to call on other cities and states to maximize the power of divestment by also withdrawing funds from the private prison industry; WE MOVE that it is the desire of the policymaking body of the City of Cincinnati that the Pension Board, to the fullest extent possible and consistent with fiduciary obligations, divest from and set a policy moving forward to not invest in companies that derive at least 20% of their revenue from private prisons, including the following specific companies: GEO Group, G4S and CoreCivic; and WE MOVE that CRS report back to Council within 45 days with a plan for enacting this policy directive.

Attached is the response from the CRS Board of Trustees.

cc Paula Tilsley, Executive Director Cincinnati Retirement System



February 1, 2018

Mayor and Members of City Council City of Cincinnati 801 Plum Street, Suite 150 Cincinnati, Ohio 45202

Dear Mayor Cranley and Members of City Council:

This letter is in response to City Council Motion #201701311 which states "that the Pension Board, to the fullest extent possible and consistent with fiduciary obligations, divest from and set a policy moving forward to not invest in companies that derive at least 20% of their revenue from private prisons" and "report back to Council within 45 days with a plan for enacting this policy directive".

The Cincinnati Retirement System Board of Trustees voted unanimously at our February 1, 2018 meeting not to institute the Motion's policy.

#### Background:

There are several points that the Board believes are pertinent to the discussion of CRS fund investments. These include the following:

- As described in the City's 2016 Comprehensive Annual Financial Report, both the Pension and Healthcare Trust Funds are fiduciary funds held for the benefit of parties outside of government. Fiduciary funds are not reflected in the governmentwide financial statements because the resources of those funds are not available to support the City's own programs.
- CRS Board members are fiduciaries. Generally, a "fiduciary" is a person to whom
  property or power is entrusted for the benefit of another person or persons.
- The Municipal Code provides that the CRS Board "shall have full power to invest and reinvest" fund assets.

- The Municipal Code also requires that, as trustees of the Pension and Healthcare Funds, the CRS Board follow the "prudent investor" rule as defined by the Ohio Revised Code and consider the following circumstances as they are relevant to the funds:
  - The general economic conditions;
  - o The possible effect of inflation or deflation;
  - The expected tax consequences of investment;
  - o The role that each investment or course of action plays within the overall trust portfolio, which may include financial assets, interests in closely held enterprises, tangible and intangible personal property, and real property;
  - The expected total return from income and appreciation of capital;
  - o Other resources of members;
  - Needs for liquidity, regularity of income, and preservation of capital;
  - O An asset's relationship or special value, if any, to the purpose of the Retirement System.
- The Collaborative Settlement Agreement and associated Board reform order issued by the Court, states that "The Board shall administer the CRS for the benefit of the members of the CRS. The Board shall have the exclusive authority to govern the CRS Pension Trust Fund and the 115 Trust Fund [healthcare], subject to the terms and provisions of the Collaborative Settlement Agreement and the Consent Decree issued by the United States District Court, the Internal Revenue Code and the Cincinnati Municipal Code, provided that, in the event of any conflict, the Collaborative Settlement Agreement and Consent Decree shall control. Each member of the Board shall have fiduciary responsibility as defined under the laws of the State of Ohio."
- The Collaborative Settlement Agreement further states that "The fiduciary responsibility shall be solely to the active and retired members of the CRS".
- The CRS Board has an investment policy that comports with State and City laws and the Collaborative Settlement Agreement.
- As authorized by the Collaborative Settlement Agreement, the CRS Board employs
  the services of an investment consultant to provide independent advice regarding
  fund investment that the CRS Board uses to make investment decisions.

#### **Conclusion:**

The Board has determined that implementing the Motion would not be for the benefit of CRS active and retired members. We believe this would be contrary to the Board's fiduciary duty and would detract from the investment performance of CRS funds. We have outlined below three negative consequences of instituting such a policy.

- <u>Limits investment options</u>. Such a policy would effectively prohibit investing in many commingled investment opportunities (i.e., funds designed to pool our investments with other investors' capital to achieve economies of scale) that would limit many asset classes in which we invest.
- 2. <u>Higher fees</u>. It would raise our investment costs because in many cases we would be forced to use separate accounts to accommodate these restrictions that have higher fee structures than commingled vehicles.
- Contagion effect. There are many other perceived worthy restrictions that the City Council and others might like to promote and apply that could further restrict the universe of investment options for the CRS. Approval of one such restriction could lead to other restrictions, the cumulative effect of which could further reduce CRS investment returns.

The financial health and security of the CRS depends heavily on the Board's ability to achieve the assumed investment return and full funding well into the future. It is our firm belief that applying the restrictions in your proposed policy would limit this ability, violate our fiduciary duty and not be in the best interest of CRS active and retired members. Therefore, we will not be instituting such a policy.

Respectfully submitted,

Thomas A. Gamel

Stomma a Gond

Cincinnati Retirement Board Chair

CC: Harry Black, City Manager; Paula Tilsley, CRS Executive Director; CRS Board



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201800261	Report	Held
		ted by Harry Black, City Manager, regarding the Cincinnati Retirement System. (SEE OPTED MOTION)
	Introduced: 2/14/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/20/2018	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: Chelsey.Pettyjohn@cincinnat	-oh.gov

# City of Cincinnati



801 Plum Street, Suite 349 Cincinnati, Ohio 45202

Phone (513) 352-4610

Email david.mann@cincinnati-oh.gov

Veb www.cincinnati-oh.gov

201800367

David S. Mann
Councilmember

#### **MOTION**

WE MOVE that the City Administration report on its bedbug policy and what steps it can take to follow Chicago's lead in implementing comprehensive reforms, including enhanced requirements, for landlord responsibility to reduce the number of bedbug infestations in Cincinnati.

David Mann		н	
	-		

#### **STATEMENT**

See email from former Legal Aid attorney Keith Syler and Chicago's bedbug ordinance, both attached.

#### Paraskevopoulos, Ioanna

From:keith syler < keithsyler@hotmail.com>Sent:Tuesday, January 16, 2018 7:01 PMTo:Mann, David; Paraskevopoulos, IoannaCc:jschrider@lascinti.org; lucy.may@wcpo.com

Subject: [External Email] Cincinnati bedbug policy reform

Attachments: september bedbug memo .pdf; Chicago bedbug ordinance.pdf

External Email Communication

Dear Council Member David Mann,

Hello and Happy New Year!

I recently left Legal Aid where I was working as a tenant lawyer and advocate. While there I learned that Cincinnati bedbug policy, unlike most other jurisdictions, is ambiguous in assigning responsibility for bedbug remediation. As such, landlords who can bear the cost as a part of doing business, can blame tenants and then do nothing about it. Many of the low-income tenants Legal Aid serves complain they can't afford the cost of an exterminator. So in some cases, they languish with the problem, which only gets worse and spreads.

Chicago implemented comprehensive reforms a few years back that I believe Cincinnati can and should implement. We should not be in competition with New York to win the prize for bedbugs infestation levels! When John Schrider, the director of the Legal Aid Society of Southwest Ohio and I met with the Health Department, they told us 15% of the population of Cincinnati is or has been affected by bedbugs or knows of someone who has been. The Health Department has made heroic efforts despite low funding, and expressed no opposition to Chicago-style reforms.

Chicago has made it explicitly clear that landlords are responsible for costs of extermination; that professional exterminators must be used (under ORC 921.06 rental properties of four or fewer units this is not required so landlords often resort to ineffective self-help); it includes a tenant education component so that tenants know how to recognize the problem and act quickly to report it; and it sets up civil monetary penalties for landlords who don't comply with the law.

Attached is a memo I drafted for Yvette Simpson back in September with a copy of the Chicago bedbug pamphlet attached. Also the Chicago bedbug ordinance.

I am hoping you can review this and put it on the agenda for City Hall in 2018. Cincinnati can do better on this, and these reforms cost city government nothing.

I have forwarded the same information to P.G. Sittenfeld's office, to Roshani Hardin, and hope to reach the Mayor as well. Lucy May of WCPO is interested in potentially doing a story on this, so it could be a chance for City Hall to generate good will over an issue that potentially affects us all.

Thanks for taking a look at this!

Sincerely,

Keith Syler 1009 John Street (513) 723-1358

CC: John Schrider, Lucy May

#### SUBSTITUTE ORDINANCE

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

**SECTION** 1. Section 2-112-160 of the Municipal Code of Chicago is hereby amended by inserting the language underscored and deleting the language struck through, as follows:

#### 2-112-160 Commissioner - Enforcement powers and duties.

The commissioner of health shall have the following powers and duties:

- (a) Public health related powers and duties:
- (1) To enforce all the laws of the state and provisions of this Code in relation to matters pertaining to the public health and sanitary conditions of the city;
- (2) To enforce all regulations of the board of health or any other federal, state or local authority with power to make regulations concerning the public health;
- (3) To cause all nuisances affecting the health of the public to be abated with all reasonable promptness;
- (4) To determine when a disease is communicable or epidemic, and establish quarantine regulations whenever it is deemed necessary.
- (5) To enforce section 4-4-332, Article VIII of chapter 7-28 and all other code provisions applicable to bed bugs.

(Omitted text is unaffected by this ordinance)

SECTION 2. Chapter 4-4 of the Municipal Code of Chicago is hereby amended by adding a new Section 4-4-332, as follows:

#### 4-4-332 Bed bugs.

- (a) It is the responsibility of every licensee under this title 4 to provide pest control services when an infestation of bed bugs is found or suspected on any licensed premises. Every licensee shall maintain a written record of the pest control measures performed by the pest management professional and shall include reports and receipts prepared by the pest management professional relating to those measures taken. The record shall be maintained for three years and shall be open to inspection by the departments of health, buildings, and business affairs and consumer protection.
- (b) It shall be unlawful for any licensee under this title 4 which provides sleeping accommodations for hire or rent for transient occupancy by guests to rent, hire, or otherwise provide, any such sleeping accommodation in which an infestation of any bed bugs is found or suspected, unless an inspection by the pest management professional has determined that no evidence of bed bugs can be found and verified.
  - (c) For purposes of this section, the following definitions apply:

"Pest management professional" has the same meaning ascribed to that term in section 7-28-810.

"Transient occupancy" means any occupancy on a daily or nightly basis, or any

part thereof, for 30 or fewer consecutive days,

SECTION 3. Chapter 5-12 of the Municipal Code of Chicago is hereby amended by adding a new Section 5-12-101, and by adding the language underscored, as follows:

#### 5-12-040 Tenant responsibilities.

Every tenant must:

(a) Comply with all obligations imposed specifically upon tenants by provisions of the municipal code applicable to dwelling units, including section 7-28-850;

(Omitted text is unaffected by this ordinance)

#### 5-12-101 Bed bugs - Education.

For any rental agreement for a dwelling unit entered into or renewed after the effective date of this 2013 amendatory ordinance, prior to entering into or renewing such agreement, the landlord or any person authorized to enter into such agreement on his behalf shall provide to such tenant the informational brochure on bed bug prevention and treatment prepared by the department of health pursuant to section 7-28-860.

**SECTION 4.** Chapter 7-28 of the Municipal Code of Chicago is hereby amended by adding a new section 7-28-370, as follows:

## 7-28-370 Disposal of furnishings, bedding, clothing or other materials infested with bed bugs.

- (a) No person shall place, discard or dispose of any bedding, clothing or other materials infested with bed bugs on the public way or in a refuse container or dumpster located on the public way, except when such bedding, clothing or other material is placed in or near the person's refuse container or dumpster for pick-up as trash and the bedding, clothing or other material is totally enclosed in a plastic bag and labeled as being infested with bed bugs.
- (b) No furnishing, bedding, clothing or other material infested with bed bugs shall be recycled.
- (c) For purposes of this section, "bedding" has the same meaning ascribed to that term in section 7-28-810.

SECTION 5. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by adding a new Article VIII Bed Bugs, Sections 7-28-810 through 7-28-900, as follows:

#### Article VIII Bed Bugs.

#### 7-28-810 Definitions. As used in this article, the following terms are defined as follows:

"Bedding" means any mattress, box spring, foundation, or studio couch made in whole or part from new or secondhand fabric, filling material, or other textile product or material and which can be used for sleeping or reclining purposes.

"Commissioner" means the commissioner of public health.

"Dwelling unit," "landlord," "rent" and "tenant" have the meaning ascribed to those terms in Section 5-12-030.

"Multiple rental unit building" means a building which contains two or more rental units. A "multiple rental unit building" does not include a condominium or cooperative building.

"Pest Management Professional" means a person who: (i) is licensed, registered or certified by the State of Illinois to perform pest control services pursuant to the Structural Pest Control Act, 235 ILCS 235; (ii) has attended courses or undergone training for the proper method for the extermination of bed bugs; and (iii) follows National Pest Management Association Best Practices for the extermination of bed bugs.

"Rental unit" means any dwelling unit which is not owner occupied and is held out for rent to tenants, including any single family home held out for rent to tenants.

#### 7-28-820 Bed bugs-Nuisance.

Bed bugs are hereby declared to be a public nuisance subject to the abatement provisions of this chapter.

7-28-830 Bed bug infestation-duty to exterminate.

(a) In any rental unit in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to: (1) provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified; and (2) maintain a written record of the pest control measures performed by the pest management professional on the rental unit. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

(b) In any multiple rental unit building in which an infestation of bed bugs is found or reasonably suspected, it is the responsibility of the landlord to: 1) provide pest control services by a pest management professional until such time that no evidence of bed bugs can be found and verified within the building or portion thereof, including the individual rental units; and (2) maintain a written record of the pest control measures performed by pest management professional on the building. The record shall include reports and receipts prepared by the pest management professional. The record shall be maintained for three years and shall be open to inspection by authorized city personnel, including but not limited to employees of the departments of health and buildings.

(c) A landlord shall provide the pest control services within 10 days after: (1) a bed bug is found or reasonably suspected anywhere on the premises; or (2) being notified in writing by a tenant of a known or reasonably suspected bed bug infestation on the premises or in the tenant's rental unit.

(d) The extermination of bed bugs shall be by:

(1) inspection, and if necessary, the treatment of the dwelling unit on either side of the affected dwelling unit and the unit directly above and below the affected dwelling unit. This pattern of inspection and treatment shall be continued until no further infestation is detected; or

(2) any other method approved by the commissioner in rules and regulations.

(e) A landlord may not knowingly terminate a tenancy, increase rent, decrease services, bring or threaten to bring a lawsuit against a tenant for possession or refuse to renew a lease or tenancy because the tenant has in good faith:

- (1) complained of a bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located to a competent governmental agency, elected representative or public official charged with responsibility for enforcement of a building, housing, health or similar code;
- (2) complained of a bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located to a community organization or the news media;
- (3) sought the assistance of a community organization or the news media to remedy a bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located;
- (4) requested the landlord to provide pest control measures for a bed bug infestation as required by a building code, health ordinance, other regulation, or the residential rental agreement; or
- (5) testified in any court or administrative proceeding concerning any bed bug infestation within the tenant's rental unit or the premises in which the tenant's rental unit is located.

If the landlord acts in violation of this subsection (e), the tenant has a defense in any retaliatory action against him for possession and is entitled to recover possession of the rental unit or terminate the rental agreement and, in either case, may recover an amount equal to two months rent or twice the damages sustained by him, whichever is greater, and reasonable attorneys' fees. If the rental agreement is terminated, the landlord shall return all security and interest recoverable under Section 5-12-080 and all prepaid rent. In an action by or against the tenant, if there is evidence of tenant conduct protected herein within one year prior to the alleged act of retaliation, that evidence shall create a rebuttable presumption that the landlord's conduct was retaliatory. The presumption shall not arise if the protected tenant activity was initiated after the alleged act of retaliation.

#### 7-28-840 Condominium and cooperative buildings-plan for treatment of bed bugs.

- (a) No later than 90 days after the effective date of this section, the governing association of a condominium or cooperative building shall prepare a pest management plan for the detection, inspection and treatment of bed bugs in the building. The plan shall include the provisions of section 7-28-830(c).
- (b) The governing association shall maintain written records of any pest control measures in the building performed by a pest management professional retained by the governing association and any report prepared by the pest management professional. The plan and records shall be: (1) maintained either on-site in the building or at the property management

office; (2) maintained for three years; and (3) open to inspection upon request by authorized city personnel, including but not limited to employees of the departments of health and buildings.

- (c) Every owner of condominium unit or a lessee with a proprietary lease in a cooperative shall immediately notify, in writing, the governing association of any known or reasonably suspected bed bug infestation in the presence of the unit or cooperative, clothing, furniture or other personal property located in the unit or cooperative, and cooperate with the governing association in the control, treatment and eradication of bed bug infestation found or suspected to be in the unit or cooperative.
  - (d) For purposes of this section the following definitions apply:
  - "Condominium unit" or "unit" has the meaning ascribed to that term in section 13-72-010.

"Cooperative building" means a building or buildings and the tract, lot, or parcel on which the building or buildings are located and fee title to the land and building or buildings is owned by a corporation or other legal entity in which the shareholders or other co-owners each also have a long-term proprietary lease or other long-term arrangement of exclusive possession for a specific unit of occupancy space located within the same building or buildings.

"Cooperative" is an individual dwelling unit within a cooperative building.

"Governing association" means the board of managers of a condominium homeowners' association or the board of directors of a cooperative building.

(e) The commissioner shall prepare and post on the health department's publicly accessible website a sample plan for the detection, inspection and treatment of bed bugs for the governing association of condominium or cooperative building. The sample plan shall set forth the best practices for the detection and treatment of bed bugs in such buildings.

#### 7-28-850 Tenant Responsibility.

(a) Within 5 days after a tenant finds or reasonably suspects a bed bug infestation in the presence of the tenant's dwelling unit, the tenant shall notify, in writing, the landlord of any known or reasonably suspected bed bug infestation in the presence of the tenant's dwelling unit, clothing, furniture or other personal property located in the building, or of any recurring or unexplained bites, stings, irritation, or sores of the skin or body which the tenant reasonably suspects is caused by bed bugs.

(b) The tenant shall cooperate with the landlord in the control, treatment and eradication of bed bug infestation found or reasonably suspected to be, in the tenant's rental unit. As part of that cooperation, the tenant shall:

(1) not interfere with inspections or treatments;

(2) after reasonable notice in writing to the tenant, grant access at reasonable times to the tenant's rental unit for purposes of bed bug infestation inspection or

#### treatment;

- (3) make any necessary preparations, such as cleaning, dusting or vacuuming, prior to treatment in accordance with any pest management professional's recommendations; and
- (4) dispose of any personal property that a pest management professional has determined cannot be treated or cleaned before the treatment of the tenant's dwelling unit.
- (5) prior to removing any personal property from the tenant's dwelling unit, safely enclose in a plastic bag any such personal property while it is being moved through any common area of the building, or stored at any other location. The personal property shall remained enclosed in a plastic bag until such time that the property is either properly disposed of or treated and no evidence of beg bug infestation can be found and verified.
- (c) Prior to inspection or treatment for bed bug infestation, the landlord shall send a written notice to the tenant of the rental unit being inspected or treated, which advises the tenant of the tenant's responsibilities under this section and sets forth the specific preparations required by the tenant.
- (d) This section shall not apply to any tenant of an assisted living or shared housing establishment, or similar living arrangement, when the establishment is required to provide the tenant assistance with activities of daily living or mandatory services. In such cases, the landlord will be responsible to make the necessary preparations, such as cleaning, dusting or vacuuming, of the tenant's rental unit prior to treatment in accordance with any pest management professional's recommendations. For purposes of this subsection, the terms "assistance with activities of daily living," "assisted living establishment," "mandatory services" and "shared housing establishment" have the meaning ascribed to those terms in the Illinois Assisted Living and Shared Housing Act, 210 ILCS 9/10.

#### 7-28-860 Sale of secondhand bedding,

(a) For purposes of this section, the following definitions apply:

"Act" means the Illinois Safe and Hygienic Bed Act, 410 ILCS 68/1.

"Bedding," "manufacturer," "renovator," rebuilder," "repairer," "sanitizer," and "secondhand material" have the meaning ascribed to those terms in section 410 ILCS 68/5 of the Act.

"Secondhand bedding" means bedding that is made in whole or part from secondhand material or that has been previously used or owned.

(b) Every manufacturer, renovator, rebuilder, repairer and sanitizer of bedding whose product is sold in the city shall comply with the Act.

- (c) Every person who sells at retail any secondhand bedding shall post in a conspicuous location nearby the secondhand bedding a written notice in English, Spanish, Polish and Chinese that the bedding is made in whole or part from secondhand material or was previously owned or used.
- (d) Every person who sells at retail any secondhand bedding shall provide to the purchaser of such secondhand bedding a written notice in English, Spanish, Polish and Chinese that the bedding is made in whole or part from secondhand material or has been previously owned or used.
- (e) Every person who sells at retail any new or secondhand bedding shall inspect all material for soiling, malodor, and pest infestation, including bed bugs, prior to use, sale or distribution of the bedding. If any material in the bedding appears to be soiled, malodorous or infested with pests, the person shall not use, sell or distribute such bedding. If the bedding is infested with bed bugs, the person shall dispose of such bedding and material in an enclosed plastic bag and labeled as being infested with bed bugs.

#### 7-28-870 Public information.

The commissioner shall prepare and post on the health department's publicly available website:

- (a) a brochure containing, at a minimum, the following: (1) a statement that the presence of bed bugs in any building or dwelling unit is a public nuisance: (2) information on how to detect the presence of bed bugs; (3) information on how to prevent the spread of bed bugs within and between buildings; (4) a statement that tenants shall contact their landlord as soon as practicable if they suspect they have bed bugs in their dwelling unit; and (5) contact information as to where people can obtain more information; and
- (b) information relating to licensing, registration or certification by the State of Illinois to perform pest control services.

#### 7-28-880 Rules.

The commissioner of health and the commissioner of buildings shall have joint authority to promulgate rules and regulations necessary to implement this article.

#### 7-28-890 Enforcement.

- (a) <u>Inspectors from the departments of buildings and health shall have authority to inspect the interior and exterior of buildings, other structures, or parcels on which a building is located for bed bug infestation and when any evidence is found indicating the presence of bed bugs at that site and to report such evidence to the appropriate commissioner.</u>
- (b) This article may be enforced by the departments of public health or buildings. In addition, the department of business affairs and consumer protection shall have the authority to enforce section 7-28-860.

#### 7-28-900 Violation-penalties

Any person who violates this article shall be fined not less than \$300 nor more than \$500 for the first violation, not less than \$500 nor more than \$1,000 for the second violation within

twelve-months of the first violation, and (3) not less than \$1,000 nor more than \$2,000 for the third or subsequent violation within such twelve-month period. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

SECTION 6. This ordinance takes effect 180 days after its passage and approval.

Ray Suarez Alderman, 31<sup>st</sup> Ward Harry Osterman Alderman, 48<sup>th</sup> Ward

Debra Silverstein Alderman, 50th Ward For Correil Calendar referral to BF.



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201800367	Motion	Held
	report on its bedbug policy and wh implementing comprehensive refor	mber Mann, MOVE that City Administration at steps it can take to follow Chicago's lead in rms, including enhanced requirements, for e number of bedbug infestations in Cincinnati.
	Introduced: 2/28/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/5/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov

LEB 38 PM2:27

#### **Davis-Kelow, Gloria**

From:

Paul Barthel <pbr/>pbarthel@ecobondlbp.com>

Sent:

Monday, February 26, 2018 12:39 PM

To:

Hyson, Christa #COUNCIL

Cc: Subject:

[External Email] RE: Lead Hazard

**External Email Communication** 

Ms. Hyson & Council,

Were interested in providing you with a product that actually Treats Hazardous Lead. Treat by way of lowering the bioavailability of what's allowed into the bloodstream if ingested protecting both children and family members in Cincinnati's older housing stock. Why use regular paint over dangerous lead paint that ultimately fails thus exposing the family in a dangerous repetitive cycle when for the same cost it can be treated? We welcome an invitation for a brief presentation, offering of free samples, and a Q&A session where we can address Cincinnati's hazardous lead paint problems.

- RCRA Compliant
- Reduce overall worker liability to hazardous lead exposure
- Reduce lead dust particulates during removal/demo
- Assists in EPA/OSHA compliancy measures
- EPA tested
- Seals and Treats hazardous lead and lead dust
- Reduce hazardous waste disposal fees upwards eight times cost

Contact me for a free demonstration, sample, or any questions.

Ecobond, Lead Defender® Paint is used as a leave on application to seal and treat hazardous lead in addition, removal practices both treating and sealing lead prior to disposal. Used on numerous projects nationwide, Ecobond, Lead Defender® using EPA test methods not only treats and seals yet reduces the bio-availability, leaching, and suppresses the harmful lead dust particulates during RRP by up to 99% (EPA method 1311). In addition, due to the ECOBOND®LBP patented natural phosphate reagent reduces the bio-availability by up to 85% (EPA 9200.1-86 non-fasting pH 2.2). This not only assists in Lead Safe Practice Rules, but RCRA and Air Quality Sample Compliance readings as well, thus potentially saving thousands in hazardous disposal fees.

New! We have taken lead paint treatment a step further with the addition of Bitrex® Bitterant Technology to our paint. A highly bitter additive if when tasted further prevents oral contact and ingesting further reducing exposure.

Schools, municipalities, DOD, home owners, DOT, health departments, and the average DIY. Our product in particular works two-fold. If you have found Lead yet it remains intact without severe flaking and or peeling, Ecobond, Lead Defender® applied as a sealant can be used to soften, penetrate and bond as a leave on application. Also used during renovation and removal practices whereupon once applied and then removed renders lead waste non-hazardous for disposal at the same time keeping the harmful ambient dust particulates down to 99% helping to create a safe working environment when dealing with RCRA or air quality compliancy. In addition to helping create a safe working environment, saves time and contractors thousands of dollars when dealing with Hazardous Waste tonnage disposal not only on lead paint waste yet those components painted over with lead as well. Drywall, fascia, stucco, wood can now be disposed of as non-hazardous after a simple application.

(S) Kendel

201800373

#### Some of our clients:

Nalcor Energy. Newfoundland, CA Federal Aviation Administration, La Mesa, California Alabama Department of Natural Resources, Department of National Defense, Colorado Department of Transportation, Nova Scotia, Canada Federal Highway Administration, United States Marine Corp, Hawaii, National Oceanic and Atmospheric Association, California State University Monterey Bay, U.S Army Corp Engineers, University of Pennsylvania, City of Fort Collins, Colorado, Canadian Mounted Police,

Panama Canal Authority, Fort McChord, Fort Vancouver, U.S. Fort Army Post Fort Ord, California, Christian Science Reading Room, Boston, Mt. Baker-Snoqualmie National Forest, Everett, WA.

Paul Barthel ECOBOND®LBP, LLC Arvada, CO. 720-463-3077 / 888-520-7132 pbarthel@ecobondlbp.com

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# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201800373	Communication	Held
	COMMUNICATION, submitted by Councergarding Lead Hazard.	cilmember Young, from Paul Barthel,
	Introduced: 2/28/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/5/2018	Sponsor(s): Young
	Department: Wendell Young	
	Drafter: Chelsey.Pettyjohn@cincinnati-oh.go	ov



March 14, 2018

To: Mayor and Members of City Council

From: Harry Black, City Manager

Subject: **COMMITTEE ON REINVESTMENT** 

#### REFERENCE DOCUMENT #201800188

The City Council at its session on 1/31/2018 referred the following item for report:

COMMUNICATION, submitted by Councilmember Mann, from Rev. William N. Tate, Vice President, The Black Wall Street Cooperative regarding Committee on Reinvestment.

Currently, there is no functioning Committee on Reinvestment. The most recent committee disbanded in early 2009. The Cincinnati Municipal Code Section 301-3 requires the Mayor, with the advice and consent of City Council, to appoint members to the Committee on Reinvestment to annually review the performance of local banks in the area of community investment.

The Committee on Reinvestment consists of nine members, all of whom must be residents of the City. Six members are appointed to represent the interest of Cincinnati neighborhoods, and three members with financial expertise are appointed from the business community. The three members from the business community shall not be employees of banks, savings and loans, or other financial institutions competing for City deposits.

The role of this committee is to review the lending performance of the financial institution in granting residential and commercial loans. The committee is to prepare an annual report to City Council that provides detail on the information submitted by each lender and recommends to Council the financial institutions whose performance best reflects the City's goal of encouraging lending within the community. The City's current banking services agreement with Fifth-Third Bank is a five-year term that expires on 1/31/2023 with one two-year option renewal extending to 1/31/2025.

It is the recommendation of the Department of Community & Economic Development to meet with the Administration and other stakeholders like the Finance Department to determine the need, feasibility, and implementation schedule regarding reactivation of this committee. If reactivation is not recommended due to this advisory function being met by Community Reinvestment Act (CRA) examinations by other federal financial supervisory agencies, a revision to the Municipal Code may be necessary for compliance purposes.

This update is provided for informational purposes only. No action of the City Council is required.

cc: Philip M. Denning, Director, Department of Community & Economic Development



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201800431	Report	Held
	REPORT, dated 3/14/2018, submit Committee on Reinvestment. (SEE COMMUNICATION)	ted by Harry Black, City Manager, regarding DOCUMENT #201800188 FOR
	Introduced: 3/14/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/14/2018	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: Chelsey.Pettyjohn@cincinnati	-oh.gov

# City of Cincinnati



201800479

Date: March 14, 2017

To:

Councilmember David Mann

From:

Paula Boggs Muething, City Solicitor PBM/CLS

Subject:

Emergency Ordinance - Ordaining CMC Chapter 856, "Short Term

Rentals"

Transmitted herewith is an emergency ordinance captioned as follows:

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to require owners of property to obtain licenses to rent out property on a short-term basis without being present, for short time periods such that the property does not meet the definition of other types of transient property under the Cincinnati Municipal Code, which conduct is therefore not currently monitored, regulated, or licensed by the City.

PBM/LDM/(ps) Attachment 243732-17

#### **EMERGENCY**

# City of Cincinnati

# LDM/psm/Lls

# An Ordinance No.

- 2018

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to require owners of property to obtain licenses to rent out property on a short-term basis without being present, for short time periods such that the property does not meet the definition of other types of transient property under the Cincinnati Municipal Code, which conduct is therefore not currently monitored, regulated, or licensed by the City.

WHEREAS, advances in technology have enabled residential property owners all over the United States and the rest of the world to connect with potential renters in need of short term accommodations through the use of short term rental applications, websites, or other platforms; and

WHEREAS, the relationship between property owners and such short term renters, and the short lengths of time for which such properties are rented, mean that the properties do not meet existing definitions of rental or lodging properties in the Cincinnati Municipal Code and do not trigger any particular regulations or license requirements; and

WHEREAS, on one hand, short-term rentals offer supplemental income for City residents, including the chance to rent property for short periods of vacancy or while trying to sell, and short-term rentals also increase tourism, providing access to the City for people who might not otherwise visit, and showcasing neighborhoods of the City that may not often host tourists; and

WHEREAS, on the other hand, the Administration has received complaints and heard disputes between neighbors of property owners who list their properties for short-term rental, as some renters have committed noise violations or otherwise failed to show civility and respect for the impacted neighborhood and its residents, such that the properties constitute a public nuisance that threatens the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, in addition, the Administration seeks to ensure that properties that are being rented out for short periods meet minimum safety and sanitation requirements, including all existing requirements in the Housing Code, Fire Code, Building Code, and Zoning Code; and

WHEREAS, Council desires to strike a balance between allowing property owners to use their properties as they see fit, including offering the property for rental for short periods of time, and also requiring that such property owners remain accountable for their properties and the short term rental activities at the properties; now, therefore, BE IT ORDAINED by Council of the City of Cincinnati, State of Ohio:

Section 1. That Chapter 856 of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

#### **Chapter 856 - SHORT TERM RENTALS**

#### Sec. 856-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

#### Sec. 856-1-S. - Short Term Rental.

"Short Term Rental" means any residential dwelling unit:

- (a) where the unit's owner, person in control, or permanent occupant is not present, or where there is no permanent occupant; and
- (b) which is offered or held out to the public for exclusive transient occupancy of less than thirty consecutive days to a single renter or group of renters under a single rental contract.

#### Sec. 856-3. - Applicability.

- (a) Owners or persons in control are obligated to identify the applicable license required under the Cincinnati Municipal Code for their property held out for transient occupancy, whether the property meets the definition of a short term rental as defined and governed by this chapter, or whether the property meets another definition and another license requirement applies, including, but not limited to, the following:
  - (1) "Hotel" as defined in Sections 312-1-H, 855-1-H, and 1117-03.2;
  - (2) "Rooming House" as defined in Sections 855-1-R1, 1117-03.2, and 1401-01-R14; or
  - (3) Any applicable license requirement imposed by the Health Commissioner under Board of Health Regulation 0011, "Regulating Transient Accommodations."
- (b) The license requirement established in this chapter applies to all short term rental properties including those being held out for short-term transient occupancy before the effective date of this ordinance that did previously require a license.

#### Sec. 856-5. - Short Term Rental License Required.

No person shall operate or permit the operation of a short term rental without first obtaining a short term rental license.

#### Sec. 856-7. - Short Term Rental License Time Limitations.

- (a) Short Term Rentals may not be rented for more than ninety total days per one-year license term.
- (b) Short Term Rentals may not be rented to a single renter or group for more than thirty consecutive days.

#### Sec. 856-9. - Applications.

- (a) All applications for a short term rental license shall be submitted on forms and in the manner prescribed by the city manager or his or her designee.
- (b) A single application for a short term rental license shall include no more than one residential dwelling unit.
- (c) All applications for short term rental licenses shall be accompanied by the applicable fee established by the city manager or designee.

#### Sec. 856-11. - Application Review.

The city manager or designee shall review each short term rental application as follows:

- (a) The city manager or designee shall publish notice of each application in a new medium of general circulation within the city of Cincinnati.
- (b) The city manager or designee shall transmit, furnish, or otherwise provide copies of each application to all city departments having jurisdiction over the laws, regulations, and rules governing the use and occupancy of real property for transient use, in order to ensure compliance with:
  - (1) The Ohio Building Code;
  - (2) The Residential Code of Ohio;
  - (3) The Cincinnati Building Code;
  - (4) The Cincinnati Housing Code;
  - (5) The Cincinnati Fire Code; and

- (6) The Zoning Code of the City of Cincinnati.
- (c) Each city department shall timely indicate whether a proposed short term rental complies with the laws, regulations, and rules under its jurisdiction and provide the reasons for its conclusion. City departments may also send a copy of any necessary improvements directly to the property owner.
- (d) The city manager or designee shall also consult the necessary departments, specifically the Finance Department and the Police Department, to ensure that the applicant is compliant with City tax laws and obligations as required by this chapter as a condition of obtaining a license and that the applicant does not have any outstanding criminal complaints against him or her.
- (e) Before a license is issued, the dwelling unit that is the subject of the application shall be subject to a joint inspection by city departments for the limited purpose of determining compliance with the laws under their jurisdiction.
  - (1) The inspection is for the limited purpose of determining compliance with public health, safety, and welfare provisions, including, but not limited to, those performed by the department of buildings and inspections, fire department, and health department.
  - (2) An owner or person in control of a short term rental property may refuse to permit an inspection of the property as required under this chapter. In the event an inspection is refused, the city department requesting the inspection must obtain an administrative warrant before proceeding with the inspection.
- (f) The city manager or designee shall notify an applicant of the final determination on an application no later than ninety days after a complete application submission. All application denials shall be in writing and shall set forth specific reasons for the denial.

### Sec. 856-13. - Standard Conditions of Short Term Rental License Approval.

All short term rental licenses shall be subject to the following standard conditions of approval, and the failure to comply with any of the following conditions of approval shall be grounds for immediate revocation of a short term rental license:

- (a) All short term rental licenses shall be valid for one calendar year from the date of issuance.
- (b) The license holder shall at all times maintain on file with the city a current list of all short term rental websites, applications, or other platforms that the license holder uses to advertise or solicit guests.

- (c) The license holder shall at all times maintain compliance with all applicable federal, state, and local laws, regulations, ordinances, or other rules or codes.
- (d) The license holder shall at all times maintain on file with the city a current street mailing address, phone number, and email address.
- (e) The license holder shall maintain liability insurance for the dwelling unit that is the subject of the license in an amount that corresponds to the prevailing rate for similar properties being used for a similar purpose.
- (f) The license holder shall prominently display the short term license permit on the primary façade or entrance of the dwelling unit.
- (g) The license holder shall provide the active license number associated with a dwelling unit on any listing advertising or soliciting a dwelling unit for use as a short term rental.
- (h) The license holder shall pay all taxes imposed by applicable taxing authorities on the license holder's use of the dwelling unit as a short term rental. Short term rentals shall be subject to the local transit occupancy tax established in Chapter 312 of the Cincinnati Municipal Code.

#### Sec. 856-15. - Short Term Rental License Renewal.

- (a) All short term rental license holders shall apply to renew a license no later than sixty days before the license's expiration date. If a license holder fails to apply for renewal within sixty days of expiration, he or she must apply for a new license rather than a renewal.
- (b) All short term rental license renewals shall be on the forms and submitted in the manner prescribed by the city manager or designee.
- (c) All short term rental license renewals shall be accompanied by the applicable renewal fee.
- (d) Granting of a short term rental license renewal depends upon continued compliance with all the standard conditions of a short term rental license established in Section 856-13 of this chapter.

## Sec. 856-17. - Short Term Rental Platform Data Sharing.

All short term rental hosting websites, applications, or other platforms listing, advertising, or soliciting short term rentals located within the City shall provide the following information to the city administration on a monthly basis:

- (a) The total number and location of short term rentals listed on the platform during the applicable reporting period;
- (b) The total number of nights that each listing on the platform was rented to guests during the applicable reporting period; and
- (c) The total amount of tax collected and remitted to the city during the applicable reporting period.

#### Sec. 856-19. - Enforcement.

- (a) It shall be unlawful for any person to interfere with, obstruct, or cause delay in the enforcement of this chapter.
- (b) The city solicitor is authorized to commence an appropriate legal action against any person found to be in violation of the provisions of this chapter.

#### Sec. 856-21. - Penalties.

- (a) Failure to comply with any of the conditions in Section 856-13 of this chapter, including the requirement to pay all applicable taxes, shall result in immediate revocation of the short term rental license for the relevant property.
- (b) Failure to obtain a short term rental license prior to advertising, soliciting, or operating a short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.
- (c) Failure to operate a short term rental within the scope and type of short term rental that is permitted by a valid short term rental license associated with a dwelling unit shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit operates outside the scope of a valid short term rental license shall constitute a separate, subsequent Class D civil offense.
- (d) Failure to honestly describe whether a dwelling unit is hosted holding a dwelling unit out for rent as a hosted rental in which the owner, person in control, or occupant is present during the rental but in which no one who will actually be present during the rental occupancy shall constitute a Class D civil offense.
- (e) Failure to provide the active license number associated with a dwelling unit on any listing advertising or soliciting a dwelling unit for use as a short term rental shall constitute a Class A civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures,"

each additional day that a license holder fails to provide the active license number associated with a dwelling unit on any listing advertising or soliciting a dwelling unit for use as a short term rental shall constitute a separate, subsequent Class A civil offense.

(f) Failure of the host or operator of an application, website, or other platform to comply with Section 856-17, "Short Term Rental Platform Data Sharing," of this chapter shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.

#### Sec. 856-23. - Appeals.

Any person who has a bona fide controversy with the interpretation, application, or enforcement of this chapter may submit a written notice of appeal to the city's office of administrative hearings within thirty days of receiving a written notice.

#### Sec. 856-25. - Severability.

If any provision or section of this chapter or the enforcement of any such provision or section is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision or section of this chapter. To this end, each of the provisions and sections of this chapter are severable.

Section 2. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code are hereby modified to read as follows:

#### Sec. 1501-3. - Class A Civil Offenses.

A person who violates a standard of conduct set forth in a section or chapter of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class A Civil Offense. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine specified in § 1501-99 for the first violation of a Class B Civil Offense.

a.	§ 511-1	Advertising on Vehicles.
b.	§ 511-33	Front Yard Parking.
c.	§ 514-11	Parking Restrictions.

Yard Waste Materials.	88-67L §	•чч
Recyclable Materials - Failure to Remove Container from Collection Point.	(p)L8-67L §	.88
Recyclable Materials - Relocation of Container.	(a)78-627 §	.33
Recyclable Materials - Destruction of Container.	(q)L8-67L §	.99
Recyclable Materials - Taking Recyclables.	§ 729-87(a)	.bb
Street Waste Receptacles.	LE-67L §	.oo
Containers to be Removed from Collection Points.	\$ I-67L §	·qq
Setting Out Containers.	L-67L §	aa.
Fire Kettle Permit.	6L-EZL §	.Z
Removing House Numbers.	69-877 §	٧.
Displaying House Mumbers.	\$ 173-65	'x
Ice on Sidewalks.	6 <b>S-</b> EZL §	.w
Removal of Snow.	LS-E7L §	٠,٧
Inscribing Names or Advertising Matter on Sidewalks Unlawful.	6E-EZL §	'n
Unloading Heavy Material on Streets or Sidewalks.	LE-EZL §	<b>1</b>
Sprinkling Before Sweeping.	1 <i>E-EZL</i> §	·s
Sprinkling Roadways in Congested District.	67-E7L §	
Ground and Debris on Street or Sidewalk.	£Z-£ZL §	.p
U.S. Mail Boxes.	LI-627 §	.q
Тетрогагу Епситргансез.	§ 723-13	.0
Free Standing Business or Identification Signs (Sandwich Boards) on Sidewalk.	\$ 723-12	'u
Retail Sidewalk Display.	§ 723-11	·w
Regulations for Wholesale Produce Areas.	6-827 §	ï
Encumbering Sidewalks.	§ 723-5	k.
Temporary Driveway Permits.	8 721-93	·ſ
Obstructing Gutters.	§ 721-65	
Gutter Crossings.	§ 721-63	·i
Dog Excrement Removal.	0E-107 §	.g
Loud Dog.	47-107 §	J
Order to Muzzle Dogs.	61-107 §	<b>.</b> 9
Unapproved Bird, Fowl or Animal Feeding.	∠I- <del>1</del> 09§	.b

ii.	§ 729-89(c)	Disposal of Unacceptable Waste.	
jj.	§ 911-17	Posting Bills on Streets.	
kk.	§ 1123-11(b)	Vacant Foreclosed Property Registration - Failure to maintain accurate information.	
11.	§ 1123-11(c)	Vacant Foreclosed Property Registration - Failure to maintain the property in accordance with the maintenance provisions.	
mm.	§ 701-2(B)(1)	Leash Required; Responsibility for Injury (Leash).	
<u>nn.</u>	§ 856-21(e) Failure to provide license number on a listing advertising a Short Term Rental.		

#### Sec. 1501-7. - Class C Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class C Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

# (a) Class C Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 514-15	Violation and Revocation	Class D
(2)	§ 602-1	Permitting Unclean Habitations	Class D
(3)	§ 602-7	Vacation of Unsanitary Premises	Class D
(4)	§ 604-5	All Improved Premises to be Rat-Proofed	Class D
(5)	§ 606-3	Vaccination of Dogs	Class D
(6)	Chapter 743	Urban Forestry	Class D
(7)	§ 747-3	Limited Franchise Permit Required	Class D
(8)	§ 869-7	Wrecking License Required	Class D
(9)	§ 1201-1	Cincinnati Fire Prevention Code	Class C
(10)	§ 1201-57	Permits	Class C

Class C	Bike Share Stations	\$ 723-24	(30)
Class C	Mobile Food Vending	% 153-644 \$ 153-644	(67)
Class D	Structures in the Public Right-of-Way	61-EZ <i>L</i> \$\$-£Z	(82)
Class C	Private Fire Hydrants	6-6771 §	(72)
O ssalO	Water Flow Requirements	§ 1559-3	(97)
Class C	Storage, General Requirements	Chapter 1227	(52)
Class C	Interior Stairway Doors	L9-6171 §	(54)
Class C	Location of Exits	\$ 1519-65	(52)
Class C	Inspection, Safety Provisions	8 1519-63	(22)
Class C	Shaffways	19-6171 §	(12)
Class C	Restrictions on Parking Motor Vehicles	LS-6121 §	(07)
Class C	escapes Fire Escapes	§ 1519-43	(61)
Class C	Residential Storage	\$ 1519-35	(81)
Class C	gninoitibnoO 1iA	18-6121 §	(11)
Class C	Chimneys and Fireplaces	\$ 1519-25	(91)
Class C	Flameproof Decorations	11-6171 §	(51)
Class C	ersheinguista Frif	Chapter [2]]	(14)
Class C	Hazardous Existing Electrical Wiring and Equipment	§ 1509-3	(13)
Class C	slird	Chapter 1207	(12)
Class C	Motor Equipment in Places of Assembly	Chapter 1203	(11)

# (b) Class C Civil Offense With Civil Fines Not Subject to 50% Reduction to Correction for Violation:

Class D	Driving on New Pavement	₱9-90\$ §	(ç)
Class D	Driving on Sidewalk Area	£9-90\$ §	(4)
Class D	Valet Parking	Chapter 414	(٤)
Class D	Telegraph and Telephone	Chapter 405	(2)
Class D	Electricity	Chapter 404	(1)
Civil Fine for Subsequent Offense		: :	

(6)	§ 718-23	Unlawful Private Use of Streets	Class D
(7)	§ 721-71	Permits for Sidewalk Construction	Class D
(8)	§ 721-81	Sidewalk Construction Without Permit Unlawful	Class D
(9)	§ 729-73	Discharging Noisome Substances	Class D
(10)	§ 729-83	Refrigerators, Abandoning	Class C
(11)	§ 729-89(d)	Improper Disposal of Construction Debris or Hazardous Waste	Class D
(12)	§ 1215-3	Safe Practices	Class C
(13)	§ 1219-17	Misuse of Fire Protection Equipment	Class C
(14)	§ 1231-9	Tampering with Fire Hydrants	Class C
(15)	§ 1231-13	Unlicensed Use of Fire Hydrants Prohibited	Class C
(16)	§ 701-2(B)(2)	Leash Required; Responsibility for Injury (Menacing Fashion)	Class C
(17)	§ 701-2(B)(3)	Leash Required; Responsibility for Injury (Injury)	Class C
<u>(18)</u>	§ 856-21(b)	Failure to Obtain a Short Term Rental License	Class D
<u>(19)</u>	§ 856-21(c)	<u>Failure to Operate a Short Term Rental Within</u> <u>Proper Scope or Type of License</u>	Class D
(20)	§ 856-21(f)	Failure of Short Term Rental Website to Comply with Section 856-17	Class D

Sec. 1501-9. - Class D Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class D Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

(a) Class D Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

a succession and succ			Civil Fine for Subsequent Offense
(1)	§ 720-13	Private Facilities	Class E
(2)	§ 720-45	Notice of Violations	Class E
(3)	§ 720-69	Notice to Correct Drainage	Class E
(4)	Chapter 855	Rooming Houses	Class D
(5)	Chapter 895	Outdoor Advertising Signs	Class D
(6)	Chapter 1101	Administration, Cincinnati Building Code	Class E
(7)	Chapter 1106	General and Specialty Contractors	Class E
(8)	Chapter 1107	Elevator and Conveyer Equipment	Class E
(9)	Chapter 1117	Housing Code	Class E
(10)	Chapter 1119	Building Hazard Abatement Code	Class E
(11)	Chapter 1127	General Inspection Programs Code	Class E
(12)	Title XIV	Zoning Code	Class E
(13)	§ 1201-21	Maintenance	Class D
(14)	§ 1201-33	Evacuation	Class D
(15)	§ 1201-35	Spills and Leaks	Class D
(16)	Chapter 1235	Detectors, Early Fire Warning Systems	Class D
(17)	§ 1123-11(a)	Vacant Foreclosed Property Registration - Failure to register a vacant, foreclosed property.	Class E

# (b) Class D Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

**************			Civil Fine for Subsequent Offense
(1)	§ 718-25	Secret Street Uses	Class E
(2)	§ 721-59	Taking Material from Streets	Class E
(3)	§ 729-71(c)(2)	Personal Property Left Abandoned on Streets and Sidewalks - 4 or more items	Class D
(4)	§ 761-14	Eviction or Retaliation by Landlord	Class E
(5)	Chapter 891	Home Improvement	Class E
(6)	§ 1201-47	Failure to Comply with Orders	Class D

(7)	§ 1219-21	Causing Fire Through Negligence	Class D
(8)	Chapter 1251	Fire Starting Apparatus	Class D
(9)	§ 759-4	Use of a Motor Vehicle to Facilitate a Drug Related Crime	Class D
(10)	Chapter 722	Management and Control of the Use of the City Right-of-Way	Class E
(11)	Chapter 730	Commercial Waste Franchises	e en le mer le commune de la c
(12)	§ 856-21(b)	Failure to Obtain a Short Term Rental License (after notification of offense)	Class D
(13)	§ 856-21(c)	Failure to Operate a Short Term Rental Within  Proper Scope or Type of License (after  notification of offense)	<u>Class D</u>
<u>(14)</u>	§ 856-21(d)	Dishonestly Holding a Dwelling Unit Out as a Hosted Rental	Class D
<u>(15)</u>	§ 856-21(f)	Failure of Operator of Short Term Rental Website to Comply with Section 856-17 (after notification of offense)	Class D

Section 3. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses," of the Cincinnati Municipal Code are hereby repealed.

Section 4. That the City Manager, his or her designee, and the City Treasurer are hereby authorized to take all actions necessary and proper to implement the licensing procedures established in this ordinance.

Section 5. That the provisions of Chapter 856, "Short Term Rentals," Section 856-5, "Short Term Rental License Required," shall go into effect on and after April 1, 2018.

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, healthy, 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 implement the new requirements so that applicants, the City Treasurer,

and all relevant City departments can ta	ke action to issue	e licenses in	time before	the April 1,
2018 effective date of the ordinance.				
Passed:	, 2018			
Attest:Clerk	_	Joh	n Cranley, M	layor
New language underscored.		-		



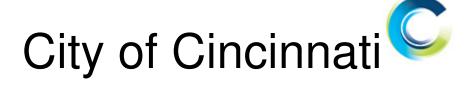
801 Plum Street Cincinnati, OH 45202

#### **File Summary**

Title File Number **Current Status** 201800479 **Ordinance** Held ORDINANCE, (EMERGENCY) submitted by Councilmember Mann, from Paula Boggs Muething, City Solicitor on 3/14/2018, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to require owners of property to obtain licenses to rent out property does not meet the definition of other types of transient property under the Cincinnati Municipal Code, which conduct is therefore not currently monitored, regulated, or licensed by the City. Introduced: 3/14/2018 Controlling Body: Budget and Finance Committee Meeting Date: 3/14/2018 Sponsor(s): Mann

**Department:** David Mann

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



March 21, 2018

To: Mayor and Members of City Council

From: Harry Black, City Manager

Subject: FEES PAID TO THE CITY - SPECIAL EVENT PERMITS

#### **REFERENCE DOCUMENT #201800068**

The City Council at its session on January 22, 2018 referred the following item for review and report:

MOTION, submitted by Councilmember Mann, MOVE that the Administration provide a report on fees paid to the city by community councils, CDCs, and neighborhood business association for special events permits, Park department permits and all other event related permits. FURTHER MOVE that the Administration make recommendations to Council on options to defray the cost of these fees for neighborhood organizations. FURTHER MOVE that the Administration institute a policy that permits neighborhood organizations who contract with the city through the Neighborhood Support Program to save the funds they receive for use on projects in the next subsequent contract year.

#### RECOMMENDATION

During the January 22nd Neighborhoods Committee Meeting, the Council moved that the Administration provide a report on fees paid to the City by community councils, CDCs, and neighborhood business associations for special events permits, and Park Department permits, and all other event-related permits.

Council further moves that the Administration make recommendations to Council on options to defray the cost of these fees for neighborhood organizations.

Council further moves that the Administration institute policy that permits neighborhood organizations who contract with the city through the Neighborhood Support Fund (NSP) or the Neighborhood Business District Support Fund (NBDSF) to save funds they receive for use on projects in the next subsequent contract year.

Permit fees: Permit fees are as followed:

Permit Type	Department	Cost
Street Blocking Permit	CPD	\$25
Parade Permit Application	CPD	\$100 or \$500
Special Event Permit	CPD	\$50, \$250, or \$500
Application		
Special Event Related	Parks	See Attachments
Fees		

The NBDSF and the NSP guidelines state that "Neighborhood Development Activates", which include neighborhood events, is an eligible use of funds. However, since 2016 there have only been ten (10) NBDSF and seventeen (17) NSP applications that requested funds for police and special event permitting costs. The total requests result in approximately 2% of available program income over that time. Often organizations use City funds to purchase materials or promote neighborhood events and festivals. If they desire, neighborhood organizations can use NBDSF and NSP funds to help defray the cost of event-related permits.

The Administration recommends that fees related to special events permits remain non-exempt. There are real costs related to time, materials, and services that are necessary for City Departments to main their standard operation, including the Park Board and Cincinnati Police Department.

Both NBDSF and NSP funds are allocated in the City's General Budget, therefore these funds cannot be held beyond the fiscal year in which they were allocated.

Attachment: I. Cincinnati Park Board Pricing

II. January 22<sup>nd</sup> Neighborhoods Committee Agenda

Copy: Philip M. Denning, Director of Community and Economic Development

## Cincinnati Park Board Sawyer Point/ Yeatman's Cove/ Friendship Park Event/Rental Fees & Charges

Please refer to the following Fees & Charges when planning your event. It is the responsibility of the Permit Holder to clarify any questions regarding these Fees & Charges two weeks in advance of the event. These rates do not include the rental of tents, booths, tables and/or chairs. Third party rental for the mentioned equipment is the responsibility of the Permit Holder. Minimum rental fee: (4Hour rental) \$300.00

Public Landing-Docking	g Agreement/Commercial:	\$750.00/annually per boat
Parking: Daily Events: Varying Rates A Monthly; Mon-Fri, Enterin		\$5.00/day \$5, \$8, \$10, \$15, or \$20/day \$55.00/month
Areas & Buildings:		
Cincinnatus Sculpture Al Dining Plazas (Yeatman' Friendship Park Picnic Grove		\$75.00/hour \$75.00/hour \$75/hour \$200/day
Procter & Gamble Perfor	rmance Pavilion/Great Lawn &/or General Audio Packages	
Package A: Package B: Package C: Package D:	Facility, large sound system, full production staff. Facility, mid-sized PA system, and one technician. Small portable PA system, one staff for set-up. Use of P&G stage and dressing rooms only.	\$350.00/hour \$200.00/hour \$100.00/hour \$75.00/hour
Promenades (Kroger and Schott Amphitheater Serpentine Wall Amphith Volleyball Courts (Non-L With lights	d/or Yeatman's Cove)	\$75.00/hour \$75.00/hour \$75.00/hour \$50.00/hour \$100.00/hour
Photography Permit/Co	ommercial:	
Still Photography (up to 4 hor	4 hours)	\$100.00 \$200.00
Booth Spaces: Commercial Sales & Not 10'x10' booth space	n-Alcoholic Beverages	\$100.00 ea/day
Commercial Sales, Food 10'x20' booth space	d & Alcoholic Beverages	\$200.00 ea/day
Portable Push Carts		
Ice Cream & Non-Alcoho	olic Beverages	\$50.00 ea/day
Portable Push Carts: Ald	coholic Beverages	\$100.00 ea/day
Fencing & Barricades		

\*Setup may begin 24 hours prior to event date, as long as it will not interfere with another rental.

Strike must be completed 24 hours after event. Extended hours of setup or strike will be subject to charge and require Park Board approval.

6'x12' Fence Panels

3'x7' Aluminum Bike Rack

\*The above rates include an Event Coordinator and one maintenance worker. If it is deemed that your event requires additional Park Board staff due to expected attendance your fee will increase according to the chart below.

\$1.25/Linear Foot

\$2.00/Bike Rack

1-1,000	No additional cost	25,001 - 40,000	\$300.00/hour
1,001 - 3,500	\$50.00/hour	40,001 - 70,000	\$350.00/hour
3.501 - 6.000	\$100.00/hour	70,001 - 100,000	\$400.00/hour
6.001 - 10.000	\$150.00/hour	100,001- 150,000	\$450.00/hour
10,001 - 15,000	\$200.00/hour	More than 150,000	\$500.00/hour
15,001 - 25,000	\$250.00/hour		

Sawyer Point reserves the right to assess additional fees for, electrical cords, extended set up and/or strike times, and any property damage that may occur as a result of your event.

#### Reservation Fee Structure Special Use Fees

Park Event	Facility Use	Electricity	Park Staff	Materials	Vendor Fee
Special Use Fee	\$75 hour	\$50 per day	Per rate, + Fringe	\$6 trash box	\$50 per booth
Farmers Markets	\$150 week	\$50 per use	\$0	\$0	\$0
Community Councils Only their events	\$75 hour	\$50 per use	Overtime costs	\$ at cost	\$0 Artist \$50 concession/each
Large Events estimated att. 2,500+	\$75 hour	\$50 per use	Overtime costs	\$ at cost	\$0 Artist \$50 concession/each
Art Shows	\$150 flat rate fee	\$50 per use	Overtime costs	\$ at cost	\$0 Artist
Food Vending Trucks	\$25 week	\$50 per use	\$0	\$ at cost	\$0
Free Concerts (Symphony, Shake	es  \$150 flat rate fee	\$50 per use	Overtime costs	\$ at cost	\$50 per booth
Structure Fee	\$25 Day	\$50 per week	Overtime costs	\$ at cost	N/A
Run Thru	\$150 flat rate fee	\$50 per use	Overtime costs	\$ at cost	\$50 concession/each
City Departments- With approval of Director	\$0	\$0	Overtime costs	\$0	\$0

<sup>\*</sup>Overtime cost includes any after business hour (3:30 M-F) usage

<sup>\*</sup>Concession fee includes food, drink items sold

# Cincinnati Park Board Waterfront & Special Events Smale Riverfront Park Event/Rental Fees & Charges

Please refer to the following Fees & Charges when planning your event. It is the responsibility of the Permit Holder to clarify any questions regarding these Fees & Charges in advance of the event. These rates do not include the rental of tents, booths, tables and/or chairs. Third party rental for the mentioned equipment is the responsibility of the Permit Holder. To reserve the lawn a \$500 non-refundable deposit is required. There is a 4 hour minimum rental fee for Special Use/25 people or less.

#### Areas & Buildings:

Schmidlapp Event Lawn	
One Third of the Lawn without stage for 6 hours	\$2000
Each Additional Hour	\$200
400 or less seated in attendance	
Full Lawn (Stage Included) for 6 hours	\$5000
Each Additional Hour	\$500
900 or less seated in attendance	
3000 not seated attendance capacity	
Stage with Western Third of Lawn	\$2500
Each Additional Hour	\$250
200 or less seated in attendance	
*Two Thirds of the Lawn are REQUIRED if an estimated attendance is 500 persons or more	
Two Thirds of the Lawn without the stage for 6 hours	\$4000
Each Additional Hour	\$400
Two Thirds of the Lawn with the stage for 6 hours	\$4500
Each Additional Hour	\$450
Great Event Lawn/Promenade - for 6 hours	\$10,000
Additional Hours	\$1,000/hour
Main Street Fountain for 6 hours	\$2000
Each Additional Hour	\$200
	•
Special Use (Cascade, Water Curtain Area, Stage only) – 25 People or Less	\$75/hour

#### **Photography Permit/Commercial:**

Still Photography	\$100/hour
Videography	\$200/hour

<sup>\*</sup>Setup may begin 48 hours prior to event date, as long as it will not interfere with another rental.

Strike must be completed 24 hours after event. Extended hours of setup or strike will be subject to charge.

Waterfront reserves the right to assess additional fees for bike racks/barricades, electrical cords, extended set up and/or strike times, and any property damage that may occur as a result of your event.

#### NEIGHBORHOODS COMMITTEE

Jeff Pastor, Chair Wendell Young, Vice Chair Amy Murray, Member Christopher Smitherman, Member Monday January 22, 2018 11:00 A.M. Council Chambers Room 300

Frank A. Johnson Clerk to the Committee Steven J. Megerle, Chief of Staff

#### **AGENDA**

- 1-201800070 MOTION, submitted by Councilmember Mann, MOVE that the City Manager designate a point of contact within City Administration's Department of Community and Economic Development to serve as the lead in working with the North Fairmount Community Council, Xavier's Community Building Institute and other stakeholder groups to implement the goals outlined in the English Woods, North Fairmount and South Fairmount neighborhood plan, which was finalized November 18, 2013. FURTHER MOVE that the Administration provide quarterly updates on its progress implementing the plan. (STATEMENT ATTACHED)
- 2-201800068 MOTION, submitted by Councilmember Mann, MOVE that the Administration provide a report on fees paid to the city by community council, CDCs, and neighborhood business association for special events permits, Park department permits and all other event related permits. FURTHER MOVE that the Administration make recommendations to Council on options to defray the cost of these fees for neighborhood organizations. FURTHER MOVE that the Administration institute a policy that permits neighborhood organizations who contract with the city through the Neighborhood Support Program to save the funds they receive for use on projects in the next subsequent contract year.
- 3-201800063 MOTION, submitted by Councilmember Mann, MOVE that the Administration conduct a study and prepare a report on the feasibility of reconfiguring Northside's five-way intersection known as Knowlton's Corner as a roundabout to reduce traffic speeds, increase pedestrian safety and enhance the streetscape of Northside gateway.
- 4-201800069 COMMUNICATION, submitted by Councilmember Mann, from Phillip Smith, regarding the fine schedule for Cincinnati Parking Meters.
- 5-201800067 COMMUNICATION, from Councilmember Mann, from Bill and Sharon Griffin, regarding cars parked along Vine Street to Seymour.



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201800481	Report	Held
		ted by Harry Black, City Manager, regarding int Permits. (SEE DOCUMENT #201800068 FOR
	Introduced: 3/21/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/4/2018 Sponsor(s):	
	Department: City Manager	
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov



801 Plum Street, Suite 349 Cincinnati, Ohio 45202

Phone (513) 352-4610

Email david.mann@cincinnati-oh.gov

www.cincinnati-oh.gov

201800509

### David S. Mann

Councilmember

WE MOVE that the Administration provide a funding estimate for installing diaper changing tables in women's and men's restrooms in every Cincinnati Recreation Commission Recreation Center;

WE FURTHER MOVE that the Administration provide a funding estimate for designating a space, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used by an employee or by a member of the public to express breast milk in every Cincinnati Recreation Commission Recreation Center;

WE FURTHER MOVE, in partnership with the Cincinnati Parks Department, that the Administration also provide a funding estimate of installing diaper changing tables in the men's and women's restrooms in Cincinnati's parks;

WE FURTHER MOVE, in partnership with the Cincinnati Parks Department, that the Administration provide a funding estimate for designating spaces, other than a bathroom, in every Cincinnati park that is shielded from view and free from intrusion from coworkers or the public, which may be used by an employee or member of the public to express breast milk;

WE FURTHER MOVE, in partnership with the Cincinnati Parks Department, that the Administration report on the parks with the highest traffic that would most benefit from installation of changing tables and breast-feeding stations with the aim of implementing these installations in a phased approach.

11-	
Councilmember David Mann	

•	
<del></del>	 

#### STATEMENT:

We have had preliminary conversations with City administration leadership and the Parks Department leadership, and both have proven to be strong and enthusiastic partners regarding this initiative. We understand this year presents a stark budget climate, and we are excited to work with City and Parks Department to find creative solutions to make our City facilities as accessible and welcoming as they can be for parents with young children, some of whom may be among those who benefit the most from the City's public spaces.

Cincinnati's Parks and Recreation Centers are publicly funded spaces, and such should be accessible to all Cincinnatians. Public spaces must be accessible to everyone, including those who care for and are accompanied by children. Our policy should make it explicitly clear that public spaces are open to these groups and that we will make any necessary changes to include them.

Designating a space for nursing mothers to express breast milk will allow them to complete the task efficiently and in comfort, and establishing conditions in which parents of young children feel comfortable utilizing publicly funded spaces with their children increases the opportunity for more residents of the City to take advantage of these spaces.

Place that put or Concil
Calendar for referred to
BIF.



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title Current Status

201800509 Motion Held

MOTION, submitted by Councilmember Mann, WE MOVE that the Administration provide a funding estimate for installing diaper changing tables in women's and men's restrooms in every Cincinnati Recreation Commission Recreation Center. WE FURTHER MOVE that the Administration provide a funding estimate for designating a space, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used by an employee or by a member of the public to express breast milk in every Cincinnati Recreation Commission Recreation Center; WE FURTHER MOVE in partnership with the Cincinnati Parks Department, that the Administration also provide a funding estimate of installing diaper changing tables in the men's and women's restrooms in Cincinnati parks; WE FURTHER MOVE in partnership with the Cincinnati Parks Department, that the Administration provide a funding estimate for designating spaces, other than a bathroom, in every Cincinnati park that is shielded from view and free from intrusion from coworkers or the public, which may be used by an employee or member of the public to express breast milk; WE FURTHER MOVE, in partnership with the Cincinnati Parks Department, that the Administration report on the parks with the highest traffic that would most benefit from installation of changing tables and breast-feeding stations with the aim of implementing these installations in a phased approach. (STATEMENT ATTACHED)

Introduced: 3/21/2018 Controlling Body: Budget and Finance Committee

Meeting Date: 4/4/2018 Sponsor(s): Mann

**Department:** David Mann

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



#### Corryville Community Council (CCC) 2018-2019 Community Budget Request (CBR):

At the August 9, 2016 CCC meeting a motion for members "To identify better traffic and pedestrian safety control along Eden between Wm H Taft and University--especially at dangerous intersections of Eden with E Daniels and Oak--as a "community priority", and to approve preparation of a CBR proposal ", passed unanimously with 9 in favor, 0 opposed, and 0 abstentions.

#### Consistency of CBR Proposal with Plan Cincinnati:

<u>Connect Goal 1:</u> Develop an efficient multi-modal transportation system that supports neighborhood livability.

Strategy: Expand options for non-auto traveler.

Principles: <u>The pedestrian environment should be safe.</u> Sidewalks, pathways, and crossings should be designed and built free of hazards and to minimize conflicts with external factors such as noise, vehicular traffic, and protruding architectural elements.

<u>The pedestrian network should connect to places people want to go.</u> It should provide continuous direct routes and convenient connections between destinations including homes, schools, shopping areas, public services, recreational opportunities, and transit.

<u>The pedestrian environment should be easy to use.</u> Sidewalks, pathways, and crossings should be designed so people can easily find a direct route to a destination and delays are minimized.

#### Live Goal 2: Create a more livable community

Strategy: Become more walkable

Create new pedestrian crossings at suitable intersections and mid-street crossings and educate motorists and pedestrians about crosswalk safety.

#### Background:

At the May 10, 2016 CCC meeting Corryville Rec Center staff asked if the CCC could help to get a crosswalk at the hazardous intersections of Eden with E Daniels and Oak, noting there had been several near misses of kids crossing there to come to the Rec Center. The CCC said they previously requested traffic control in that area, but to little avail, and would check the record (see 1. below). A 2700 block Eden resident also asked if the CCC could help to get a review of the parking signage on the NE side of the 2700 block of Eden near the intersection with Oak, and along both sides of the 2800 block of Eden (see 2. below). Additionally a 2600 block Eden landlord complained about the speed of traffic on Eden between Wm H Taft and University. The CCC agreed to follow-up.

At the August 9, 2016 CCC meeting a review of the CCC's previous request in 2011 and the Dept of Trans & Eng's follow-up was given. Members agreed the remedies previously taken were not sufficient to ensure traffic and pedestrian safety, and in addition to expanding the area to include Eden between Wm H Taft and University, the CCC should resume requesting better traffic and safety control as a community priority.

#### 1. 2011 CCC request for traffic control record:

In May 2011 a 2800 block Eden resident asked the CCC for help working with the Trans and Eng Dept's Jon Childress to improve traffic control at the dangerous intersections of Eden with E Daniels and Oak. In June 2011, a motion for members "To approve sending a CCC letter requesting that follow-up to the traffic issues at the intersections of Eden with E Daniels and Oak be made, and that appropriate actions to ensure safety be taken", passed with 14 in favor, 0 opposed and 0

abstentions. Following several interim updates, in September 2011 Jon Childress reported that several Trans & Eng Dept studies had been conducted, but the results were either incomplete, as it was not a good time to conduct one, or did not justify taking any action other than installation of several neon "teeter-totter/25mph" signs. There is no record of any further follow-up.

## 2. Parking signage on the NE side of the 2700 block of Eden, and along both sides of the 2800 block of Eden:

- There are two Bus Stop signs which are no longer used for the #1 bus: one is on the NE side
  of the 2700 block of Eden near the intersection with Oak (see attached pic 1); the other is
  on the SW side of the 2800 block of Eden near the intersection of E Daniels (see attached
  pic 2).
- There are two No Parking signs along the 2800 block of Eden: one is on the SE side just N of
  the intersection with Oak, and makes sense as the arrow is pointing towards the corner at
  Oak (see attached pic 3); the other is on the NE side at intersection with University and has
  arrows pointing both N and S, as if there should be no parking all along the E side of the
  2800 block of Eden (see attached pic 4).

#### Further explanation of CCC request:

Many pedestrians cross Eden in the E Daniels and Oak area. It is a convenient pathway though the center of the neighborhood and to the Corryville Rec Center. We expect that to be even more the case when our planned Rec Center Playground revitalization is complete.

Those intersections can also be problematic for vehicular traffic. When pulling out onto Eden from either E Daniels or Oak, one is essentially blind to oncoming traffic that is often in excess of the speed limit.

To sufficiently ensure traffic and pedestrian safety, the CCC is requesting:

• If required, the Trans & Eng Dept conduct a study of Eden between Wm H Taft and University when the student population is in full force.

However, already knowing first-hand how hazardous the situation has been, the CCC requests the Trans & Eng Dept work with the CCC to consider any and all of the communities' suggested remedies that are appropriate:

- · a marked crosswalk, possibly with flashing lights
- playground signs with flashing lights
- speed bumps
- review of parking signage
- reduced speed signs
- make E Daniels one-way between Euclid and Eden?

From: Kelly, Martha < Martha. Kelly@cincinnati-oh.gov>

Sent: Thursday, July 20, 2017 12:50 PM

Subject: RE: Corryville CBR follow-up

The study of the intersection was part of our 2018 budget approval for DOTE and is not tied to the \$500,000 in the new program. I have had conversations with Traffic Engineering about their past studies, and will look at new crash information as part of our analysis of the intersection. Since we just received the approvals, my staff and I will be sorting through the various CBRs to incorporate them into our overall work schedule. We also received a request from the Rec Center for parking restrictions near their driveways, so that work order has been issued to provide more sight distance to exit the driveways. I will let you know when we have more information and data at the intersection.

I'm unsure about the outcome of these projects – I will check in with Brian Gay from the Budget Office (I believe he is on vacation until Monday). Martha – do you have any information on this? Thank you, Ann Marie

From: Corryville Community Council [mailto:CorryvilleCC@hotmail.com]

Sent: Tuesday, July 18, 2017 3:12 PM

To: Kelly, Martha; Kerby, Ann Marie

Cc: mike@nassauinvest.com

Subject: Corryville CBR follow-up

Hi Martha and Ann Marie,

The Corryville Community Council is on a summer break during July. However, prior to resuming business in August we'd like to have an update on the status of our 2018-2019 CBRs. Our understanding was that both requests were approved by City staff for submission to City Council, and the one involving an Eden Ave crosswalk at the Rec Center was approved for FY 2017.

We're not familiar with the process, but assumed City staff's recommendations for CBR projects still needed City Council's approval to move forward. We've since seen that the Sittenfeld/Seelbach pedestrian safety plan to divert \$500k from repaving streets was approved, and hope our project was included. Please advise.

Sincerely, Kay Weaks

### **Capital Improvement Program**





Neighborhood:	Corryville	
Department:	Department of Transportation and Engineering	
Estimated Cost:	\$10,000	
Funding Source:	FY17 Neighborhood Transportation Strategies	
Project Number:	980x232x172336	

Better traffic and pedestrian safety control along Eden Ave between Wm H Taft and Project Request: University, especially at dangerous intersections of Eden with E Daniels and Oak. At the May 10, 2016 CCC meeting Corryville Rec Center staff asked if the CCC could help to get a crosswalk at the hazardous intersections of Eden with E Daniels and Oak, noting there had been several near misses of kids crossing there to come to the Rec Center. The CCC said they previously requested traffic control in that area, but to little avail, and would check the record\*. A 2700 block Eden resident also asked if the CCC could help to get a review of the parking signage on the NE side of the 2700 block of Eden near the intersection with Oak, and along both sides of the 2800 block of Eden\*. Additionally a 2600 block Eden landlord complained about the speed of traffic on Eden between Wm H Taft and University. At the August 9, 2016 CCC meeting a review of the CCC's previous request in 2011 and the Dept of Trans & Eng's follow-up was given. Members agreed the remedies previously taken were not sufficient to ensure traffic and pedestrian safety, and in addition to expanding the area to include Eden between Wm H Taft and University, the CCC should resume requesting better traffic and safety control as a community priority. Many pedestrians cross Eden in the E Daniels and Oak area. It is a convenient pathway though the center of the neighborhood and to the Corryville Rec Center. We expect that to be even more the case when our planned Rec Center Playground revitalization is complete. Those intersections can also be problematic for vehicular traffic. When pulling out onto Eden from either E Daniels or Oak, one is essentially blind to oncoming traffic that is often in excess of the speed limit.

Related Plans: Consistency of CBR Proposal with Plan Cincinnati: Connect Goal 1: Develop an efficient multi-modal transportation system that supports neighborhood livability. Strategy: Expand options for non-auto traveler. Principles: The pedestrian environment should be safe. Sidewalks, pathways, and crossings should be designed and built free of hazards and to minimize conflicts with external factors such as noise, vehicular traffic, and protruding architectural elements. The pedestrian network should connect to places people want to go. It should provide continuous direct routes and convenient connections between destinations including homes, schools, shopping areas, public services, recreational opportunities, and transit. The pedestrian environment should be easy to use. Sidewalks, pathways, and crossings should be designed so people can easily find a direct route to a destination and delays are minimized. Live Goal 2: Create a more livable community Strategy: Become more walkable Create new pedestrian crossings at suitable intersections and mid-street crossings and educate motorists and pedestrians about crosswalk safety. \* Additional background has been sent to City Planning.

From: Kamine, Elida <elida.kamine@cincinnati-oh.gov> on behalf of Sittenfeld, P.G.

<P.G.Sittenfeld@cincinnati-oh.gov>

Sent: Thursday, October 5, 2017 2:50 PM

To: Corryville Community Council

Subject: RE: Follow-up on CCC Request to Expedite Rec Center Playground

Crosswalks

Dear Mike.

Apologies for the delay – our office is working on this to try to see how we can expedite this. As you know pedestrian safety is a priority for the Councilmember. All best and once again sorry for the delay.

From: Corryville Community Council [mailto:CorryvilleCC@hotmail.com]

Sent: Thursday, September 21, 2017 10:18 AM

To: Sittenfeld, P.G. < P.G. Sittenfeld@cincinnati-oh.gov>

Cc: Seelbach, Chris < Chris. Seelbach@cincinnati-oh.gov>; mike ealy

<nassaumikeealy@gmail.com>

Subject: Follow-up on CCC Request to Expedite Rec Center Playground Crosswalks

Dear Councilman Sittenfeld, In follow-up to our recent discussion about the need to get crosswalks installed adjacent to the Corryville Rec Center, please see attached letter and page of proposed 'visuals'. Any help you can be expediting this process will be greatly appreciated. Respectfully,

Mike Ealy

**CCC President** 



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201800510	Communication	Held
	REQUEST, submitted by Councilme Council, regarding 2018-2019 Comr	ember Mann, from Corryville Community nunity Budget Request.
	Introduced: 3/21/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 8/2/2021	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnati-	ph.gov





201800556

March 20, 2018

The Honorable David Mann Cincinnati City Council 801 Plum Street Cincinnati, OH 45202

Dear Council Member Mann,

As representatives of hotel owners, operators, management companies and employees from across our community and our region, as well as professional B&B proprietors, we support your efforts to put forth reasonable and responsible oversight of short-term online rental businesses in the city.

Our industry has worked on this issue at the national, state and local level in other communities for the past two years. We have worked with local officials elsewhere in a collaborative manner to help promote results that are beneficial for all parties. Our policy priorities are easily summarized:

- Guest health & safety are the first and foremost concerns
- Level playing field in oversight, regulation, and taxation is necessary
- Ensure no negative impact on neighbors and neighborhoods

We would appreciate the chance to share input from members of the professional lodging community, including the hotels and smaller lodging properties that we represent. We can provide more information about specific industry concerns, and even detailed model language that may be helpful in addressing additional aspects of short-term rentals.

Short-term rentals are a growing part of the lodging market, and they can be an additive and welcome addition. Reasonable oversight can help foster this type of business, while protecting guests, city residents, and the fabric of our communities. Avoiding problems such as illegal hotels operating under the guise of short-term rentals, and providing a mechanism to support community services and CVB marketing through lodging taxes, just as hotels do, are smart steps for Cincinnati to implement.

Please let us know if you would be interested in talking to a small group of leaders from our organizations soon.

Sincerely,

**Bruce Flyer** 

The Summit - A Dolce Hotel

Chair, Cincinnati Hotel Association

Joseph Savarise

**Executive Director** 

Ohio Hotel & Lodging Association

#### Williams, Brenda

From:

Kenkel, Hillary

Sent:

Wednesday, March 21, 2018 4:16 PM

To:

Williams, Brenda

Cc:

Paraskevopoulos, Ioanna

Subject:

FW: [External Email] (Corrected) Short term rentals

Attachments:

CHA OHLA short term rentals \_ Hon D Mann.pdf

Hi Brenda,

Councilmember Mann would like to add the attached and below correspondence to next week's Council Calendar.

Thank you,

Hillary Kenkel Community Affairs Advisor Office of David Mann Cincinnati City Hall Suite 349 513-352-4611



From: Joe Savarise [mailto:Joe@ohla.org]
Sent: Wednesday, March 21, 2018 11:13 AM
To: Mann, David <david.mann@cincinnati-oh.gov>
Subject: [External Email] (Corrected) Short term rentals

External Email Communication

[attached updated letter corrects small typographical error.]

Dear Council Member Mann,

As representatives of hotel owners, operators, management companies and employees from across our community and our region, as well as professional B&B proprietors, we support your efforts to put forth reasonable and responsible oversight of short-term online rental businesses in the city.

Our industry has worked on this issue at the national, state and local level in other communities for the past two years. We have worked with local officials elsewhere in a collaborative manner to help promote results that are beneficial for all parties involved.

Please see the attached letter with information about our priorities, and an offer to meet with a small group of leaders from our organizations.

Thank you for your consideration,

Joe Savarise, CTA | Executive Director
Ohio Hotel & Lodging Association | 692 N. High St. Suite 212 | Columbus, OH 43215
m (614) 832-7872 | o (614) 461-6462 | joe@ohla.org | www.ohiolodging.com



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status		
201800556	Communication	Held		
	COMMUNICATION, submitted by Councilmember Mann, from Bruce Flyer and Joe Savarise, regarding short-term online rentals business in the city.			
	Introduced: 3/28/2018	Controlling Body: Budget and Finance Committee		
	<b>Meeting Date:</b> 4/4/2018	Sponsor(s): Mann		
	Department: David Mann			
	Drafter: Chelsey.Pettyjohn@cincinnati-	oh.gov		

### Williams, Brenda

From: Sent: To: Cc: Subject: Attachments:	Trianfo, Alison on behalf of Landsman, Greg Monday, April 02, 2018 3:53 PM Williams, Brenda Lynch, Mounir (lynchmr) FW: [External Email] A letter to my City Council r Letter to the city council .docx	201800597 representatives
Brenda,		
Please add Mounir Lynch's email	and attached letter as a communication to this v	week's council calendar.
Thank you! Ali		
oh.gov>; Dennard, Tamaya <tama oh.gov&gt;; Mann, David <david.mar <jeff.pastor@cincinnati-oh.gov>; <p.g.sittenfeld@cincinnati-oh.gov< th=""><th></th><th>reg <greg.landsman@cincinnati- ray@cincinnati-oh.gov&gt;; Pastor, Jeff gov&gt;; Sittenfeld, P.G.</greg.landsman@cincinnati- </th></p.g.sittenfeld@cincinnati-oh.gov<></jeff.pastor@cincinnati-oh.gov></david.mar </tama 		reg <greg.landsman@cincinnati- ray@cincinnati-oh.gov&gt;; Pastor, Jeff gov&gt;; Sittenfeld, P.G.</greg.landsman@cincinnati- 
External Email Communication		
All,		
Attached I have written a letter	I am a student at the University of Cincinnat r to you all about a policy that I am very pass potentially having a conversation about thi	sionate about. I hope you will
Thank you for your time,		
Mounir Lynch		

### **Mounir Lynch**

Health Promotion and Education - Public and Community Health

Peer Wellness Educator - UC Student Wellness Center

Opinion Editor - The News Record UC

**University of Cincinnati** 

(614) 753-1833

To the Cincinnati City Council,

My name is Mounir Lynch and I am a 3rd year student of Health Promotion and Education at the University of Cincinnati and a Peer Health Educator at our Student Wellness Center. I have created many programs for our office and been fortunate enough to learn about the community health of not only the student population but of the city of Cincinnati as a whole. I have become more familiar with the city and the issues our citizens go through at my time with our school's newspaper, The News Record. I am also very passionate about policy and activism, especially at the local level. Someday, I hope to follow in your footsteps.

I am originally from Columbus, OH and have made my home here in Cincinnati. I have met many of the councilmembers, and commend you all for treating me with the utmost respect. It is clear that each and every one of you, regardless of political affiliation, care deeply about this city and its residents.

Today I am reaching out to you all as my representatives to ask that you consider drafting legislation for this city that will make our community cleaner and healthier. It will also cut down on income inequality and health disparities that exist in this city.

That policy is raising the minimum age to purchase Tobacco to 21 years old.

Cities across the country have implemented what is known as Tobacco 21 policies, and I believe that Cincinnati can move many steps forward by implementing a Tobacco 21 policy of our own.

As raising the legal tobacco age to 21 is only recently becoming more widespread, the research behind the benefits of these policies is limited. However, there are many clear reasons why communities around the country, including several states and major cities, implement these policies in the first place.

First, raising the minimum tobacco age creates a cleaner environment in the city. In May of 2017, the University of Cincinnati implemented a tobacco free policy known as Tobacco Free UC. The use of all nicotine delivery systems is banned on campus. Since the implementation of Tobacco Free UC, the amount of litter from cigarette butts has decreased exponentially. Furthermore, secondhand smoke is now nearly non-existent. Cigarette fills the surrounding environment with pollutants and toxins that over time have an affect on our atmosphere.

Although I do not encourage banning public smoking in Cincinnati as a realistic policy, it has been proven by several public health researchers that secondhand smoke exposure is just as harmful to health as direct tobacco use. Secondhand smoke exposes non-smokers to the many toxins and chemicals in cigarette smoke that are detrimental to health. Increasing the legal tobacco age to 21 reduces the amount of smokers, eliminating a significant amount of waste and smoke pollution in the city.

Furthermore, widespread tobacco use among lower-income individuals is more common than among higher-income individuals. This is a direct, clear example of class warfare and inequity that can easily be prevented in our city.

I attended high school in the low-income, high crime neighborhood of South Linden, Columbus where I experienced directly the effects of income inequality on urban areas. How does this

connect to tobacco use? A lack of access to transportation to grocery stores, usually far away from low income neighborhoods, brings people into convenience stores that sell a large selection of various tobacco products.

Many kids and young adults have to work to take care of their families. Many of them have to do the grocery shopping for their aging or disabled families or family members going through drug addiction. Their access to tobacco is directly increased by regular shopping at convenience stores, locations that big tobacco corporations intentionally target for tobacco sales.

According to the U.S Department of Labor, young non-smokers can save upwards of \$10,000 annually by cutting the expense of regular tobacco use. This money can go in to our communities and in the pockets of struggling people.

Finally, it is a well known fact that tobacco use is the number one preventable cause of death in the United States and worldwide. Lung cancer has the highest mortality rate of any other cancer, and nearly every case of lung cancer has been connected to tobacco use (according to the CDC). Frankly, tobacco use is just about the worst health behavior one can exhibit.

A large proportion of smokers begin smoking between the ages of 18-21, with many of those smokers becoming regular smokers while in that age range. When we ban the sale of tobacco for individuals under the age of 21, we can prevent a massive number of people from becoming regular smokers. Of course, using tobacco from a young age can easily lead to long term use.

Tobacco 21 policy is deeply connected to my personal life. My father began smoking at the age of 16. After an adolescence of regular tobacco use, he became reliant on nicotine and smoked more than a pack a day for 35 years. He now struggles with osteoporosis, poor dental health, as well as Chronic Obstructive Pulmonary Disease (COPD), which has all but eliminated his physical strength and ability to breathe without constant oxygen. COPD is one of the most common causes of death in this country.

By increasing the minimum age of tobacco sales, we will create a cleaner, healthier and more wealthy community.

I call upon you as my elected representatives to consider drafting a Tobacco 21 policy in this city. For a better future and to protect our up and coming generations.

Feel free to contact me at any time. I would love to hear your thoughts.

Thank you for your time and consideration,

Mounir Lynch 425 Klotter Ave Cincinnati, OH 45214

(614) 753-1833 Lynchmr@mail.uc.edu



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status	
201800597	Communication	Held	
	COMMUNICATION, submitted by Councilmember Landsman, from Mounir Lynch regarding raising the minimum age to purchase Tobacco to 21 years old.		
	Introduced: 4/4/2018	Controlling Body: Budget and Finance Committee	
	Meeting Date: 4/30/2018	Sponsor(s): Landsman	
	Department: Greg Landsman		
	Drafter: Chelsey.Pettyjohn@cincinnati-	ph.gov	

#### Williams, Brenda

From:

Seelbach, Chris

Sent:

Friday, March 30, 2018 10:20 AM

To:

Williams, Brenda

Subject:

Fwd: [External Email] Jeff Berding / West End / FCC Cincinnati / HUD and CMHA

201800600

Violations

**Attachments:** 

DOC 10014.pdf; ATT00001.htm

Please file as a communication

Thank you

Chris

Sent from my iPhone

Begin forwarded message:

From: Andrew VanSickle <andrew.vansickle@yahoo.com>

Date: March 29, 2018 at 3:37:22 PM EDT

To: "citycouncil@cincinnati-oh.gov" <citycouncil@cincinnati-oh.gov>

Subject: [External Email] Jeff Berding / West End / FCC Cincinnati / HUD and CMHA Violations

External Email Communication

Dear Members of Council,

My name is Andrew VanSickle and I am a home owner at 1307 Cutter St in the City West area of the West End. I live 30 feet away from the new proposed Stargill Stadium site.

City West was properly designed in stages. The process since 2001 has moved smoothly except for the economic downturn in 2009. There was a stall but once the economy returned

the development of the 2018 Citirama Site was back on. I moved to the area in June of 2014. I was told the development would continue after the street car staging. I bought my home and moved in.

It is the biggest investment in my life. The neighborhood is diverse and safe to live, walk around and talk to neighbors. All neighbors. Some live in townhomes and some live in low-income of affordable housing.

Parents walk their kids to Porter-Hayes. People walk dogs. We share Laurel Park. Everyone enjoys Richie's Chicken. It is a safe walk to and from OTR.

Here is my point. ( see attachment and link )

City West was designed around the year 2000. The City of Cincinnati accepted almost 90 Million dollars of Federal monies to raze and redevelop the City West area.

There were 4 stages of development to complete the deal. The concept was call HOPE 6 from the Clinton administration. The design of market rate homes and low income housing to support and enhance the

neighborhood and the public schools.

The plan called for 660 low income houses. Those were built first and completed. Next 187 market rate homes. (Only 86 Townhomes built so far). The property taxes of the 187 market rates homes would help support

the City West area and schools. It was a proven plan that had work in other towns. The City of Cincinnati accepted the funds and took on the challenge to maintain the West End. 101 Market rate homes still need to be

built. There is even more space to create more affordable housing in stage 4. The city took the money and then has backed out on the residents/the schools and the Linn St. area.

54 Market Rates homes for Citirama would have completed Stage 3 of the nearly \$100 million promise made to our Federal Government.

#### HERE ARE THE VIOLATIONS:

CMHA has looked at the responsibility of the City West land tract has a "ho-hum" burden. They do not want to be in this land management they have stated in meetings.

To complete Stage 3 of City West, CMHA sold the land to Drees for \$750K. Drees got developers to agree to Citirama in Sept 2018. 54 market rate homes to be built. Drees announced and everyone was happy.

The designs of houses were strong and would add to the drive down Ezzard Charles towards Union Terminal. The Garden Club got involved to enhance the streets. An Ezzard Charles Memorial statue is planned for Fall

of 2019 and everything look strong. Until Jeff Berding and FCC came into the picture.

Berding called David Drees and offered \$2 million dollars for the Citirama land. He went to the CMHA to approve the deal with a simple \$100 option until May 31st of 2018. Drees agreed. CMHA agreed.

The CMHA did not follow the HUD agreement and restrictions for transferring property. There is a specific process to redefine the property. The FCC deal is a false one. Investigate this.

There is support in Columbus to look further into these points and this Federal violation. We planned to hold this in court as long as possible. Help us not wage legal war by saying NO to

this Land-Grab and manipulation of US Federal Funds.

The selected neighbors of City West and Betts Longworth against this NEIGHBORHOOD KILLER. The reality is it is still 90% against and 10% when speaking to all residents.

Placing a HS school stadium which will serve 7 to 8 public High Schools thirty feet away from residents is not what the US GOVERNMENT signed up for or the residents who bought into the Neighborhood.

Football Games. Pee Wee Football Games on Sundays. Marching Band practice. Football practice. Plus Jeff Berding wants State HS Soccer tourneys held there. Pretty busy stuff.

The affordable income neighbors will feel the same pinch. Noise-Trash-Traffic-Lights-Weekends. Raise children in that mess.

#### **VIOLATION #2**

CMHA allowing Jeff Berding not only to solve his Stadium swap issue BUT to become the KING of the WEST END.

This race-baiting practice has allowed FCC/BERDING/MALLORY to dangle low income housing lots before residents as a "you better support FCC or else".

The housing lots are being weaponized instead of bringing the community together on a future path. All residents were looking forward to the Citirama lot to be filled.

One night Jeff Berding was promising City West residents possible \$900K deluxe townhomes on Laurel Court while at the same time, Former Mayor Mallory was at the Neighborhood Center of Linn promising low income

housing on Laurel Court and beyond. Same tracts of homes. 2 audiences. Neither promise went over well. Everyone smelled a rat. Neighbors actually met each other after these meetings and exchanged notes. "Market

raters" and "Affordables" talking and discussing the separate Berding/Mallory meetings.

Their destructive lobbying efforts and pushy style need not to be rewarded. Tax dollars or not. The Schools needs families to attend Taft and Porter Hayes. Taft needs to up their grad rate beyond 35%. The disruption of

a Soccer stadium and development will not help. Interesting fact. The Drees waiting list for homes was rumored to include African American couples and families wanting to move INTO the West End.

#### **VIOLATION #3**

Jeff Berding aka "FC Santa" has been ruining the spirit and neighborhood by presenting a bottomless pocket to solve all ills in the West End. Giving false hope to repair/build/change or simply buy anything for support of

FC Cincinnati. His disciples have been paid lobbyist Mayor Malloy and future paid Board member of FCC and the West End Community President. Berding actually stated March 20th at a Community Meeting.."What do

I have to pay you guys to approve this deal". (from an email to Betts Longworth residents). 2 days later FCC opts out of West End deal.

Notice the long community deal states no benefits to the homeowners living across the street or in earshot of the proposed HS stadium. We are not asking for favors. We just want to raise our families and pay taxes.

Our ask is to let City West and the West End grow naturally. In 10 years the West End could look like an ABANDONED Olympic village with 2 empty stadiums or not.

The homes will last forever while Jeff Berding and the Lindners could move or sell the franchise elsewhere. ie Columbus Crew (Gov Kasich does not like MLS and how they operate)

We need your help in saying NO to FCC the neighborhood killer.

Attachment of City West Plan

respectfully,

Andrew VanSickle 1307 Cutter St. 45203.

Link Hope 6 grants to cities all over America

https://www.cincinnati-oh.gov/planning/assets/File/2001 west end urban design plan.pdf

PHA NAME	DEVELOPMENT NAME	FY AWARDED	AMOUNT
Akron Metropolitan Housing Authority 100 West Cedar Street Akron, OH 44307 Phone: 330-376-9555	Elizabeth Park Homes	2002	19,250,000
	Edgewood Homes	2005	20,000,000
Albany Housing Authority 4 Lincoln Square Albany, NY 12202-1698 Phone: 518-445-0711	Edwin Corning Homes	1998	28,852,200
Alexandria Redevelopment and HA 600 North Fairfax Street Alexandria, VA 22314 Phone: 703-549-7115 x 218	Samuel Madden Homes	1998	6,716,250
Allegheny County HA 625 Stanwix Street, 12 <sup>th</sup> Floor Pittsburgh, PA 15222 Phone: 412-355-8940	McKees Rocks Terrace	1997	15,847,160
	Homestead Apartments	1998E	2,549,392
	Ohioview Acres	2002	20,000,000
Allentown Housing Authority 1339 W. Allen St Allentown, PA 18102 Phone: (610) 439-8678	Hanover Acres and Riverview Terrace	2004	20,000,000
HA of the City of Atlanta 230 John Wesley Dobbs Avenue NE Atlanta, GA 30303-2421 Phone: 404-817-7200	Techwood/Clark Howell/ Centennial Place	1993	42,562,635
	Perry Homes	1996	20,000,000
	Carver Homes	1998	34,669,400
	Joel Chandler Harris Homes	1999	35,000,000
	Capitol Homes	2001	35,000,000
	McDaniel Glen	2003	20,000,000
	Grady Homes	2005	20,000,000
Atlantic City Housing Authority and Urban Redevelopment Agency 227 Vermont North #17 Atlantic City, NJ 08404 Phone: 609-344-1107	Shore Park Shore Terrace	1999	35,000,000
Housing Authority of <b>Baltimore City</b> 417 East Fayette Street	Lafayette Courts (later divided into 2 grants,	1994	49,663,600

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PHA NAME	DEVELOPMENT NAME	FY AWARDED	AMOUNT
Room 1346 Baltimore, MD 21202 Phone: 410-396-3232	Lafayette Courts \$31,015,600 and Homeownership Demonstration \$18,648,000)		
	Lexington Terrace	1995(2)	22,702,000
	Hollander Ridge	1996	20,000,000
	Murphy Homes Julian Gardens	1997	31,325,395
	Flag House Courts	1998	21,500,000
	Broadway Homes	1999	21,362,223
HA of the City of <b>Beaumont</b> 1890 Laurel Beaumont, TX 77701 Phone: (409) 951-7275	Magnolia Gardens	2006	20,000,000
Benton Harbor Housing Commission 721 Nate Wells Sr. Drive Benton Harbor, MI 49022 Phone: 269-927-3546	Whitfield I	2003	15,947,404
HA of the City of <b>Biloxi</b> PO Box 447 Biloxi, MS 39533 Phone: 228-374-7771	Bayview Homes Bayou Auguste	2000	35,000,000
HA of the Birmingham District 1826 Third Avenue South Birmingham, AL 35233 Phone: 205-521-0620 Fax: 205-521-7787	Metropolitan Gardens	1999	34,957,850
	Tuxedo Court	2003	20,000,000
Boston Housing Authority 52 Chauncey Street Boston, MA 02111-2375 Phone: 617-988-4124	Mission Main	1993	49,992,350
	Orchard Park	1995(2)	30,000,000
	Maverick Gardens	2001	35,000,000
	Washington Beech	2007	20,000,000
	Old Colony	2010	22,000,000
HA of the City of <b>Bradenton</b> 1307 6 <sup>th</sup> Street, West Bradenton, FL 34205 Phone: 941-748-5568	GD Rogers and Addition	1999	21,483,332

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	Zoller Apartments	2002	1,822,456
HA of the City of <b>Bridgeton</b> 110 East Commerce Street Bridgeton, NJ 08302 Phone: 856-451-4454	Cohansey View	2001	10,945,944
HA of the City of Bremerton 4040 Wheaton Way P.O. Box 2189 Bremerton, WA 98310 Phone: (360) 479-3694 Executive Offices: 345 6th St, Ste. 200 Bremerton, WA 98337	Westpark	2008	20,000,000
Buffalo Housing Authority 300 Perry Street Buffalo, NY 14204 Phone: 716-855-6711	Lakeview Homes Lower West Side	1997	28,015,038
Cambridge Housing Authority 675 Massachusetts Avenue Cambridge, MA 02139 Phone: 617-864-3020	John F. Kennedy Apartments	1998E	5,000,000
Housing Authority of the City of Camden 1300 Admiral Wilson Blvd. Camden, NJ 08109 Phone: 856-968-2700	McGuire Gardens	1994	42,177,229
	Westfield Acres	2000	35,000,000
	Franklin D. Roosevelt Manor	2003	20,000,000
HA of the City of <b>Charlotte</b> 1301 South Boulevard Charlotte, NC 28203 Phone: 704-336-5221	Earle Village	1993	41,740,155
	Dalton Village	1996	24,501,684
	Fairview	1998	34,724,570
	Piedmont Courts	2003	20,000,000
	Boulevard Homes	2009	20,900,000
Chattanooga Housing Authority PO Box 1486 Chattanooga, TN 37401 Phone: 423-752-4893	McCallie Homes	2000	35,000,000
Housing Authority of Chester City 1010 Madison Street Chester, PA 19013 Phone: 610-876-5561	Lamokin Village	1996	14,949,554
	McCafferey Village	1998	9,751,178

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	Chester Towers	2003	20,000,000
Chester County Housing Authority 30 West Barnard Street, Suite 2 West Chester, PA 19382 Phone: 610-436-9200	Oak Street	1997	16,434,200
Chicago Housing Authority 60 East Van Buren Chicago, IL 60605 Phone: (312) 913-7040	Cabrini-Green	1994	50,000,000
	Henry Horner	1996	18,435,300
	Robert Taylor	1996	25,000,000
	ABLA Brooks Extension	1996	24,483,250
	ABLA	1998	35,000,000
	Madden/Wells/Darrow	2000	35,000,000
	Robert Taylor	2001	35,000,000
	Rockwell Gardens	2001	35,000,000
	Stateway Gardens	2008	20,000,000
Cincinnati Housing Authority 16 West Central Parkway Cincinnati, OH 45210 Phone: 513-721-4580 x 2143	Lincoln Court	1998	31,093,590
	Laurel Homes	1999	35,000,000
HA of the City of Columbia, SC 1917 Harden Street Columbia, SC 29204 Phone: 803-376-6103	Saxon Homes	1999	25,843,793
	Hendley Homes	2003	10,755,952
P.O. Box 630 Columbus, GA 31902-0630 Phone: 706-571-2800	George Foster Peabody Homes	2002	20,000,000
Columbus Metropolitan HA 880 East 11 <sup>th</sup> Avenue Columbus, OH 43211 Phone: 614-421-6000	Windsor Terrace (Rosewind)	1994	42,053,408
Housing Authority of Covington 2300 Madison Avenue Covington, KY 41014 859-491-5311	Jacob Price Homes	2009	\$17,000,000
Cuyahoga Metropolitan HA 1441 West 25th Street	Outhwaite Homes King Kennedy Estate South	1993	50,000,000

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Cleveland, OH 44113-3101 Phone: 216-348-5911			
	Carver Park	1995(2)	21,000,000
	Riverview	1996	29,733,334
	Valleyview Homes	2003	17,447,772
Dallas Housing Authority 3939 North Hampton Road Dallas, TX 75212 Phone: 214-951-8300	Lakewest	1994	26,600,000
	Roseland	1998	34,907,186
	Frazier Courts and Frazier Courts Addition	2002	20,000,000
	Turner Courts	2009	22,000,000
Danville Redev. and HA 651 Cardinal Place Danville, VA 24541 Phone: 434-793-1222	Liberty View	2000	20,647,784
Dayton Metropolitan HA 400 Wayne Avenue Dayton, OH 45410 Phone: 937-910-7570	Edgewood Court Metro Gardens Metro Annex	1999	18,311,270
HA of the City of <b>Daytona Beach</b> 118 Cedar Street Daytona Beach, FL 32114 Phone: 386-253-5653	Bethune Village and Halifax Park	2002	17,242,383
	Martin Luther King Jr. Apartments	2003	7,639,191
Decatur Housing Authority 1808 East Locust Street Decatur, IL 62521 Phone: 217-423-7745	Longview Place	1999	34,863,615
HA of the City and County of <b>Denver</b> 777 Grant Street Denver, CO 80203 Phone: 720-932-3000	Quigg Newton Homes	1994	26,489,288
	Curtis Park Arapahoe Courts	1998	25,753,220
	Arrowhead Apartments and Thomas Bean Towers	2002	20,000,000

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	South Lincoln	2010	22,000,000
Detroit Housing Commission 1301 East Jefferson Detroit, MI 48207 Phone: 313-877-8639	Jeffries Homes	1994	39,807,342
	Parkside Homes	1995(1)	47,620,227
	Herman Gardens	1996	24,224,160
<b>District of Columbia</b> HA 1133 North Capitol Street NE	Ellen Wilson Homes	1993	25,075,956
Washington, DC 20002-7599	Valley Green, Skytower	1997	20,300,000
Phone: 202-535-1500	Frederick Douglass Homes Stanton Dwellings	1999	29,972,431
	East Capitol Dwellings Capitol View Plaza	2000	30,867,337
	Arthur Capper Carrollsburg	2001	34,937,590
	Eastgate Gardens	2003	20,000,000
	Sheridan Terrace	2007	20,000,000
Duluth Housing and Redevelopment Authority 222 East Second Street Duluth, MN 55805 Phone: 218-529-6341	Harbor View Homes	2002	20,000,000
HA of the City of <b>Durham</b> 330 East Main Street Durham, NC 27701 Phone: 919-683-1551	Few Gardens	2000	35,000,000
HA of East Baton Rouge Parish 4731 North Boulevard Baton Rouge, LA 70805 Phone: 225-923-8100	East Boulevard and Oklahoma Street	2002	18,640,495

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Housing Authority of Easton 157 South 4 <sup>th</sup> Street Easton, PA 18042 Phone: 610-258-0806	Delaware Terrace and Delaware Terrace Annex	2006	20,000,000
HA of the City of El Paso 5300 E. Paisano Drive	Kennedy Brothers	1995(1)	36,224,644
El Paso, TX 79905 Phone: 915-849-3742	Alamito Apartments	2004	20,000,000
HA of the City of Elizabeth 688 Maple Avenue Elizabeth, NJ 07202-2690 Phone: 908-965-2401	Pioneer Homes Migliore Manor	1997	28,903,755
Fayetteville Metropolitan HA 1000 Ramsey Street Fayetteville, NC 28301 Phone: 910-483-3648	Delona Gardens and Campbell Terrace	2007	20,000,000
HA of the City of Fort Myers 4224 Renaissance Preserve Way Fort Myers, FL 33916 Phone: (239) 344-3246	Michigan Court/Flossie Riley	2005	20,000,000
HA of the City of Frederick 209 Madison Street Frederick, MD 21701 Phone: 301-662-8173	John Hanson Homes and Roger B. Taney Homes	2002	15,889,376
Housing Authority of the City of Fresno 1331 Fulton Mall Fresno, CA 93721 Phone: 559-443-8475	Yosemite Village	2003	20,000,000
HA of Fulton County 10 Park Place South, SE, Suite 550 Atlanta, GA 30303-2913 Phone: 404-730-5841	Red Oak Townhomes	2002	17,191,544
HA of the City of Gary 578 Broadway Gary, IN 46402 Phone: 219-883-0387	Duneland Village	1999	19,847,454
Greensboro, NC Housing Authority 450 North Church Street Greensboro, NC 27401 Phone: 336-275-8501	Morningside Homes	1998	22,987,722
HA of the City of <b>Greenville</b> , <b>SC</b> 511 Augusta, Scott Towers Greenville, SC 29603 Phone: 864-467-4200	Woodland Homes Pearce Homes	1999	21,075,322
	Jesse Jackson Townhomes	2004	20,000,000
HA of the City of Hagers town 35 West Baltimore Street	Westview Homes	2001	27,357,875

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Hagerstown, MD 21740 Phone: 301-733-6911			
Hartford HA 475 Flatbush Avenue Hartford, CT 06106 Phone: 860-723-8420	Dutch Point Colony	2002	20,000,000
Helena Housing Authority 812 Abbey Street Helena, MT 59601 Phone: 406-442-7970	Enterprise Drive	1997	939,700
HA of the City of <b>High Point</b> , NC 500 East Russell Avenue High Point, NC 27260 Phone: 336-887-2661 Fax: 336-887-2414	Springfield Townhouses	1999	20,180,647
Holyoke Housing Authority 475 Maple Street Holyoke, MA 01040-3775 Phone: 413-539-2220	Jackson Parkway	1996	15,000,000
Houston Housing Authority 2640 Fountain View Drive, Suite 400 Houston, TX 77057 Phone: 713-260-0502	Allen Parkway Village	1993	36,602,761
	Allen Parkway Village II	1997	21,286,470
Indianapolis Housing Authority 1919 North Meridian Street Indianapolis, IN 46202 Phone: 317-261-7200	Concord Village Eagle Creek	1995(1)	29,999,010
	Brokenburr Trails	2003	16,778,288
Jacksonville Housing Authority 1300 Broad Street Jacksonville, FL 32202 Phone: 904-366-3453	Durkeeville	1996	21,552,000
	Brentwood Park	2002	20,000,000
HA of the City of Jersey City	Curries Woods	1997	31,624,658
400 U.S. Highway 1 Jersey City, NJ 07306 Phone: 201-547-6750	Lafayette Gardens	2001	34,140,000
	A. Harry Moore Apartments	2009	9,700,000
Housing Authority of Kansas City	Guinotte Manor	1993	47,579,800
301 East Armour Blvd.	Theron B. Watkins Homes	1996	13,000,000

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Kansas City, MO 64111 Phone: 816-968-4100	Heritage House	1997	6,570,500
		1998E	3,429,500
King County Housing Authority 600 Andover Park West Tukwila, WA 98188 Phone: 206-574-1100	Park Lake Homes	2001	35,000,000
	Park Lake Homes II	2008	20,000,000
Kingsport Housing and Redevelopment Authority PO Box 44 Kingsport, TN 37662 Phone: 423-392-2513	Riverview	2006	11,900,000
Knoxville's Community Development Corporation 901 Broadway NE Knoxville, TN 37917 Phone: 865-403-1100	College Homes	1997	22,064,125
HA of the City of Lakeland, FL 430 South Hartsell Avenue Lakeland, FL 33815 Phone: 941-687-2911	Washington Ridge	1999	21,842,801
Lexington-Fayette Urban County HA	Charlotte Court	1998	19,331,116
300 West New Circle Road Lexington, KY 40505 Phone: 859-281-5078	Bluegrass/Aspendale	2005	20,000,000
City of <b>Long Branch</b> Housing Authority P.O. Box 337 Long Branch, NJ 07740 Phone: (732) 222-3747	Sea View	2005	20,000,000
HA of the City of Los Angeles 2600 Wilshire Blvd	Pico Gardens Aliso Apartments	1993	50,000,000
Los Angeles, CA 90057 Phone: 213-252-1810	Aliso Village	1998	23,045,297
Housing Authority of Louisville 420 South Eighth Street Louisville, KY 40203 Phone: 502-574-3423	Cotter and Lang Homes	1996	20,000,000
	Clarksdale I	2002	20,000,000
	Clarksdale II	2003	20,000,000
	Sheppard Square	2010	22,000,000

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Macon Housing Authority 2015 Felton Avenue Macon, GA 31208 Phone: 478-752-5000	Oglethorpe Homes	2001	19,282,336
Memphis Housing Authority	LeMoyne Gardens	1995(1)	47,281,182
700 Adams Avenue Memphis, TN 38105	Hurt Village	2000	35,000,000
Phone: 901-544-1163	Lamar Terrace	2003	20,000,000
	Dixie Homes	2005	20,000,000
	Cleaborn Homes	2009	22,000,000
Mercer County Housing Authority 80 Jefferson Avenue, PO Box 683 Sharon, PA 16146-0683 Phone: 724-342-4005	Steel City Terrace Extension	2000	9,012,288
HA of the City of Meridian 2425 E. Street Meridian, MS 39302-0870 Phone: 601-693-4285	Victory Village	2003	17,281,075
Miami-Dade Housing Agency 1401 NW 7th Street Miami, FL 33125 Phone: 305-541-6716	Ward Towers	1998E	4,697,750
	Scott Homes Carver Homes	1999	35,000,000
HA of the City of <b>Milwaukee</b> PO Box 324 Milwaukee, WI 53202	Hillside Terrace	1993	45,689,446
	Parklawn	1998	34,230,500
Phone: 414-286-5670	Lapham Park	2000	11,300,000
	Highland Park	2002	19,000,000
	Scattered Sites 2003	2003	19,500,000
	Scattered Sites 2008	2008	6,759,852
Minneapolis Public Housing Authority 1001 Washington Avenue Minneapolis, MN Phone: 612-342-1439	Heritage Park	2002	14,193,604
Mobile Housing Board 151 South Claiborne Street Mobile, AL 36602 Phone: 334-434-2201	Central Plaza Towers	1998E	4,741,800
	Albert Owens / Jesses Thomas Homes	2003	20,000,000
HA of the City of Muncie 409 East First Street Muncie, IN 47302 Phone: 765-288-9242	Muncyana Homes	2002	12,352,941
Metropolitan Development and	Vine Hill Homes	1997	13,563,876

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Housing Agency - Nashville 701 South Sixth Street PO Box 846	Preston Taylor Homes	1999	35,000,000
Nashville, TN 37202 Phone: 615-252-8410	Sam Levy Homes	2002	20,000,000
	John Henry Hale Homes	2003	20,000,000
New Bedford Housing Authority 134 South Second Street New Bedford, MA 02741 Phone: 508-997-4800	Caroline Street Apartments	1998E	4,146,780
HA of the City of New Brunswick 71 Neilsen Street New Brunswick, NJ 08901 Phone: 732-745-5147	New Brunswick Homes	1998	7,491,656
HA of the City of New Haven	Elm Haven Terrace	1993	45,331,593
360 Orange Street New Haven, CT 06511 Phone: 203-946-2802	Quinnipiac Terrace and Riverview	2002	20,000,000
Housing Authority of New Orleans	Desire	1994	44,255,908
4100 Touro Street New Orleans, LA 70122	St. Thomas	1996	25,000,000
Phone: 504-670-3258	William J. Fischer	2003	8,127,632
	C.J. Peete	2007	20,000,000
New York City Housing Authority 250 Broadway, 12 <sup>th</sup> Floor	Arverne Homes	1995(1)	47,700,952
New York, NY 10007 Phone: 212-306-3434	Edgemere Homes	1996	20,000,000
	Prospect Plaza	1998	21,405,213
HA of the City of Newark 500 Broad Street	Archbishop Walsh Homes	1994	49,996,000
Newark, NJ 07102 Phone: 973-273-6000	Stella Wright Homes	1999	35,000,000
Newport, KY Housing Authority 301 Isabella Street Newport, KY 41071 Phone: 859-547-1371	Peter G. Noll Booker T. Washington McDermott-McLane	2000	28,415,290
Newport, RI Housing Authority One York Street Newport, RI 02840 Phone: 401-847-0185	Tonomy Hill	2002	20,000,000
Niagara Falls Housing Authority 744 North 10th St Niagara Falls, NY 14301 Phone: 716-285-6961	Center Court	2006	20,000,000

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Norfolk Redev. and HA 201 Granby Street Norfolk, VA 23501 Phone: 757-623-1111	Roberts Village Bowling Green	2000	35,000,000
North Charleston Housing Authority PO Box 70987 North Charleston, SC 29415 Phone: 843-747-1793	North Park Village	2001	30,347,921
HA of the City of <b>Oakland</b> 1619 Harrison Street	Lockwood Gardens Lower Fruitvale	1994	26,510,020
Oakland, CA 94612 Phone: 510-874-1500	Chestnut Court	1998	12,705,010
	Westwood Gardens	1999	10,053,254
	Coliseum Gardens	2000	34,486,116
HA of the City of Orlando	Colonial Park	1997	6,800,000
390 N. Bumby Avenue Orlando, FL 32803 Phone: 407-895-3300	Carver Court	2002	18,084,255
HA of the City of <b>Paterson</b> 60 Van Houten Street Paterson, NJ 07505-1998 Phone: 973-345-5650	Christopher Columbus	1997	21,662,344
	Alexander Hamilton	2010	18,400,000
Peoria Housing Authority 100 South Sheridan Road Peoria, IL 61605 Phone: 309-676-8736	Colonel John Warner Homes	1997	16,190,907
Philadelphia Housing Authority 12 South 23 <sup>rd</sup> Street Philadelphia, PA 19103-4497 Phone: 215-684-4174	Richard Allen Homes	1993	50,000,000
	Schuylkill Falls	1997	26,400,951
	Martin Luther King Plaza	1998	25,229,950
	Mill Creek	2001	34,825,000
	Ludlow Scattered Sites	2004	17,059,932
City of <b>Phoenix</b> Housing Dept.	Matthew Henson Homes	2001	35,000,000
200 West Washington Street, 12 <sup>th</sup> Floor Phoenix, AZ 85003 Phone: 602-534-2043	A.L. Krohn	2007	8,855,000
	Frank Luke Addition	2010	20,000,000
Pitts burgh Housing Authority	Allequippa Terrace	1993	31,564,190
200 Ross Street, 8th Floor Pittsburgh, PA 15219-2068 Phone: 412-456-5012	Manchester	1995(2)	7,500,000
	Bedford Additions	1996	26,592,764

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Pleasantville HA 156 North Main Street Pleasantville, NJ 08232 Phone: 609-646-3023  with Atlantic City Housing Authority And Urban Redevelopment Agency 227 North Vermont Avenue, 17th Floor Atlantic City, NJ 08401	Woodland Terrace	2002	13,446,700
HA of Portland 135 SW Ash Street	Columbia Villa, Columbia Villa Additions	2001	35,000,000
Portland, OR 97204 Phone: 503-802-8300	Iris Court	2005	16,895,528
1 1 10100 000 000	Hillsdale Terrace	2010	18,500,000
Ports mouth Redevelopment and HA	Ida Barbour	1997	24,810,883
801 Water Street Portsmouth, VA 23704 Phone: 757-399-5261	Jeffry Wilson	2005	20,000,000
HA of the City of <b>Prichard</b> 800 Hinson Avenue Prichard, AL 36610 Phone: 251-456-3324 Fax: 251-452-6149	Bessemer Avenue Apartments	2002	20,000,000
Puerto Rico Housing Administration PO Box 363188 San Juan, PR 00936-3188 Phone: 787-274-2647	Cristantemos y Manuel A. Perez	1994	50,000,000
HA of the City of Raleigh	Halifax Court	1999	29,368,114
900 Haynes Street Raleigh, NC 27604 Phone: 919-831-6416	Chavis Heights	2003	19,959,697
HA of the City of <b>Richmond, CA</b> 330 - 24th Street Richmond, CA 94804 Phone: 510-621-1310	Easter Hill	2000	35,000,000
Richmond Redevelopment and HA 901 Chamberlayne Parkway PO Box 26887 Richmond, VA 23261-6887 Phone: 804-780-4283	Blackwell	1997	26,964,118
City of <b>Roanoke</b> Redevelopment and Housing Authority 2624 Salem Turnpike, NW Roanoke, VA 24017 Phone: 540-983-9241	Lincoln Terrace	1998	15,124,712
St. Louis Housing Authority	Darst-Webbe	1995(1)	46,771,000

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4100 Lindell Boulevard St. Louis, MO 63108-2999	Blumeyer Homes	2001	35,000,000
Phone: 314-286-4371	Cochran Gardens	2003	20,000,000
	Arthur A. Blumeyer	2010	7,829,750
HA of the City of St. Petersburg 3250 Fifth Avenue North St. Petersburg, FL 33713 Phone: 813-323-3171	Jordan Park	1997	27,000,000
San Antonio Housing Authority	Springview	1994	48,810,294
818 South Flores San Antonio, TX 78204	Mirasol	1995(1)	48,285,500
Phone: 210-220-3210	Victoria Courts	2002	18,788,269
City and County of San Francisco Housing Authority	Bernal Plaza East	1993	49,992,377
440 Turk Street San Francisco, CA 94102	Hayes Valley North and South	1995(2)	22,055,000
Phone: 415-554-1296	North Beach	1996	20,000,000
	Valencia Gardens	1997	23,230,641
Housing Authority of Savannah 200 East Broad Street Savannah, GA 31401 Phone: 912-235-5800	Garden Homes	2000	16,328,649
Seattle Housing Authority 120 Sixth Avenue North, P.O. 19028 Seattle, WA 98109-1028	Holly Park	1995(1)	48,116,503
	Roxbury	1998	17,020,880
Phone: 206-615-3500	Rainier Vista Garden	1999	35,000,000
	High Point Garden	2000	35,000,000
	Lake City Village and House	2008	10,486,839
HA of the City of <b>Spartanburg</b> 201 Caulder Avenue Spartanburg, SC 29306 Phone: 864-598-6000	Tobe Hartwell Tobe Hartwell Extension	1996	14,620,369
	Phyllis Goins	2003	20,000,000
Springfield Housing Authority 200 North Eleventh Street Springfield, IL 62703 Phone: 217-753-5757	John Hay Homes	1994	19,775,000
Springfield Metropolitan HA 101 West High Street Springfield, OH 45502 Phone: (937) 325-7331	Lincoln Park	2004	20,000,000

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HA of the City of Stamford	Southfield Village	1997	26,446,063
22 Clinton Avenue Stamford, CT 06902 Phone: (203) 977-1400	Fairfield Court	2003	19,579,641
HA of the City of <b>Tacoma</b> 902 South L Street Tacoma, WA 98405 Phone: (253) 207-4420	Salishan	2000	35,000,000
HA of the City of <b>Tampa</b> 1514 Union Street	Ponce de Leon College Hill	1997	32,500,000
Tampa, FL 33607 Phone: 813-253-0551, Ext. 113	Riverview Terrace Tom Dyer	2001	19,937,572
Taunton Housing Authority 30 Olney Street Taunton, MA 02780 Phone: (508) 823-6308	Fairfax Gardens	2010	22,000,000
Housing Authority of the City of Texarkana, Texas 1611 North Robison Road Texarkana, TX 75501	Covington Homes, Stevens Court and Griff King Homes	2008	20,000,000
Housing Authority of the City of <b>Trenton</b> 875 New Willow Street Trenton, NJ 08638 609-278-5026	Miller Homes	2009	22,000,000
Tucson Public Housing Authority 310 N. Commerce Park Loop Tucson, AZ 85745 Phone: 520-791-4171	Connie Chambers	1996	14,600,000
	Robert F. Kennedy Homes	2000	12,748,000
	Martin Luther King Apartments	2004	9,825,000
HA of the City of <b>Tulsa</b> 415 East Independence Tulsa, OK 74106 Phone: 918-581-5777	Osage Hills	1998	28,640,000
Tuscaloosa Housing Authority 2808 10 <sup>th</sup> Ave Tuscaloosa, AL 35401 Phone: (205) 758-9489	McKenzie Court	2004	20,000,000
Utica Municipal HA 509 Second Street Utica, NY 13501 Phone: 315-735-5246	Washington Courts	2002	11,501,039
HA of the City of Wheeling, WV PO Box 2089, 11 Community Street Wheeling, WV 26003 Phone: 304-242-4447	Grandview Manor Lincoln Homes	1999	17,124,895
Wilmington, DE Housing Authority 400 North Walnut Street	Eastlake	1998	16,820,350

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Wilmington, DE 19801 Phone: 302-429-6701 x 22			
HA of the City of Wilmington, NC 1524 S. 16th Street Wilmington, NC 28401 Phone: 910-341-7700	Robert S. Jervay Place	1996	11,620,655
Winne bago County HA 2901 Searles Avenue Rockford, IL 61101 Phone: 815-963-2133	Champion Park	2002	18,847,938
HA of the City of Winston-Salem 901 Cleveland Avenue	Kimberly Park Terrace	1997	27,740,850
Winston-Salem, NC 27101 Phone: 910-727-8502	Happy Hill Gardens	2002	18,264,369
Municipal Housing Authority of the City of Yonkers PO Box 35 Yonkers, NY 10710 Phone: 914-793-8400	Mulford Gardens	2003	20,000,000
Youngstown Metropolitan HA 131 W. Boardman Street Youngstown, OH 44503 Phone: 330-744-2161	Westlake Terrace	2002	19,751,896

Grants Awarded: 261 originally awarded; 262 in working portfolio (see Notes below)

**Housing Authorities: 133** 

States: 34 plus the District of Columbia and Puerto Rico

Amount Awarded: \$6,281,287,817

#### Notes:

- o This document lists the grants as originally awarded. Baltimore's FY 1994 Lafayette Courts grant was later divided into 2 grants (the Lafayette Courts grant and a Homeownership Demonstration). Accordingly, the actual working portfolio of grants totals to 262.
- o There were two funding rounds in FY 1995.
- o 1998E indicates a special grant for Elderly projects.

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801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201800600	Communication	Held
	COMMUNICATION, submitted by Cour Sickel, regarding Jeff Berding/West En- Violations.	ncilmember Seelbach, from Andrew Van d/FCC Cincinnati/HUD and CMHA
	Introduced: 4/4/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/30/2018 Spo	Sponsor(s): Seelbach
	Department: Chris Seelbach	
	Drafter: Chelsey.Pettyjohn@cincinnati-oh.ç	gov

### Jerry C. Fletcher Associates

Real Estate Appraisers and Consultants 754 CINCINNATI BATAVIA PIKE · SUITE C CINCINNATI, OHIO 45245 (513) 232-2100 · FAX (513) 232-2175 201800679





April 6, 2018

Mr. Patrick A. Duhaney, Chief Procurement Officer City of Cincinnati, Division of Purchasing 805 Central Avenue, Suite 234 Cincinnati, Ohio 45202

Re: RFQ525LAWAPPRAISAL

Dear Mr. Duhaney:

In early April 2017, I submitted an application to your office requesting that I be approved as a general real estate appraiser for the City of Cincinnati. This was prompted by the City wanting to establish a new list of appraisers. To that point I had been a qualified appraiser for the City since Ralph Ziegler chief appraiser in the mid 1970s approved me. I have prepared real estate appraisals for both the City and Hamilton County since that time.

The application for the new list was forwarded to the City prior to 4/11/17 and was rejected. My inquiry about the rejection suggested the application was incorrectly filled out, however, people in your office couldn't tell me what was wrong. We would have corrected it immediately. I have had several contacts with no results (Lyndsay Harvey was the primary contact). I do not understand the rejection of my application.

I am a highly qualified appraiser with over 40 years of experience, much of which has been in Cincinnati and Hamilton County. I have appraised many properties, large and small, including the Carew Tower. I am approved in many courts in southwest Ohio, as well as Federal Bankruptcy Court. I am a member of the Appraisal Institute, American Society of Appraisers. I am a certified General appraiser in Ohio, Kentucky and Indiana. Further, I hold both Bachelor of Science in Economics and Master of Business Administration from The Ohio State University. I am approved by the Ohio Department of Transportation.

I am attaching my qualification summary, state licenses and E&O insurance for your inspection. I, by this letter, am asking that you add me to the City's real estate appraiser list. Thank you for your consideration.

Sincerely,

Jerry C. Fletcher, MAI, ASA

cc: Honorable David Mann, Vice Mayor

Lyndsay Harvey, City of Cincinnati Purchasing MSD



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status	
201800679	Communication	Held	
	COMMUNICATION, submitted by Councilmember Mann, from Jerry C. Fletcher, MAI, ASA, regarding his application requesting to be approved as a general real estate appraiser for the City of Cincinnati.		
	Introduced: 4/18/2018	Controlling Body: Budget and Finance Committee	
	Meeting Date: 4/30/2018	Sponsor(s): Mann	
	Department: David Mann		
	Drafter: Chelsey.Pettyjohn@cincinnati-	oh.gov	



801 Plum Street, Suite 349 Cincinnati, Ohio 45202

Phone (513) 352-4610

Email david.mann@cincinnati-oh.gov

Veb www.cincinnati-oh.gov

David S. Mann

Councilmember

201800860

### MOTION

WE MOVE that the City pursue the goal of eliminating charges for Streetcar ridership.

WE FURTHER MOVE that, as a first step, commercial and residential parking requirements in the Downtown and Over-the-Rhine (OTR) neighborhoods be waived for any developer who contributes 40% of what would have been its required parking investment into a "Parking Trust Fund."

WE FURTHER MOVE that the Parking Trust Fund be used to reduce or eliminate all fares to ride the streetcar.

David Mann		
	141	

### **STATEMENT**

### **RIDERSHIP CHANGES:**

Kansas City and Cincinnati use the same CAF streetcars on roughly the same length route but have vastly different ridership numbers over two million annually in Kansas City and just over 600,000 per year for our system.

The difference—individual fares are not collected in Kansas City. In Cincinnati, we spend \$125,000 to collect fares of \$450,000, a very inefficient way to raise fare revenues. We only need to raise approximately \$325,000 from the new Parking Trust Fund to break even on Streetcar ridership.

Eliminating fares will dramatically increase streetcar ridership and expand options for non-automotive travel to the benefit of sensible OTR development. These changes will support neighborhood vitality and encourage engaging public spaces that increase social interaction among all demographics. They are also consistent with the Green Cincinnati Plan goals of reducing fossil fuel consumption and increasing the use of public transportation. These changes will encourage natives as well as visitors to use the Streetcar to explore downtown and OTR, and we anticipate that more riders will boost the economic activity along the Streetcar route.

### **PARKING ISSUES:**

Downtown and OTR are uniquely dense Cincinnati neighborhoods. The resurging interest in living and opening businesses in these areas has resulted in an increased demand for resident and visitor parking, especially during peak hours. The City has an interest in continuing to promote economic growth and increased density in our urban core, and to do this it is necessary to reduce both the cost of developing parking spaces and the need for so many parking spaces. This motion provides a way for developers to invest less money into parking required by the City's zoning code and simultaneously invest in enhanced alternative transportation infrastructure to reduce parking demand.

Additionally, relaxed parking requirements would be a means to preserve density and historic buildings, allow more infill projects, and give developers the ability to use more investment capital for quality architecture and affordable housing. Developers would be spared from having to seek as many parking variances. Increased public transportation options will reduce the cost of traveling through the City for residents and visitors who will no longer have to pay parking meters or downtown garage fees; it will increase opportunities for walking and biking and promote public health. People living and visiting downtown and OTR will experience the neighborhoods in ways that they could not from a car. They will also have increased opportunities to interact with one another and discover new shops, businesses, and public spaces that they would not have had they been confined to car.

The zoning code currently prescribes the following parking requirements:

Use	Requirements
Residential	Existing Residential – no parking required
	New Residential – 1 for every unit
Office	First 2,000 SF are exempted, then 1 parking space for every 400 SF
Retail	First 2,000 SF are exempted, then 1 for every 250 SF
Restaurant	First 2,000 SF are exempted, then 1 for every 150 SF

According to the City administration, the cost per space to build parking structures ranges from \$15,000-\$40,000 per space, depending on the design of the parking structure. Surface lots cost less.

For Council Cal + referral TO

B+F.



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status	
201800860	Motion	Held	
	MOTION, submitted by Councilmember Mann, WE MOVE that the City pursue the goal of eliminating charges for Streetcar ridership. WE FURTHER MOVE that, as a first step, commercial and residential parking requirements in the Downtown and Over-the-Rhine (OTR) neighborhoods be waived for any developer who contributes 40% of what would have been its required parking investment into a "Parking Trust Fund." WE FURTHER MOVE that the Parking Trust Fund be used to reduce or eliminate all fares to ride the streetcar. (STATEMENT ATTACHED)		
	Introduced: 5/31/2018	Controlling Body: Budget and Finance Committee	
	Meeting Date: 6/2/2018	Sponsor(s): Mann	
	Department: David Mann		
	Drafter: Chelsey.Pettyjohn@cincinna	ti-oh.gov	



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Phone (513) 352-5205

Email tamava.dennard@cincinnati-oh.gov

www.cincinnati-oh.gov

Tamaya Dennard Councilmember

201800872

May 23, 2018

### **MOTION**

WE MOVE that the steps of the salary range of the	Supervising Engineer, Geotechnical Engineer
and Supervising Architect are immediately raised 1	2% above the steps of the salary range of Senior
Engineers and Senior Architects. The salary range a	adjustment would be considered an immediate
merit increase by the same amount for the City's 33	Supervising Engineers and Architects. Please
see attached statement.	
Councilmember Tamaya Dennard	Councilmember Greg Landsman
Ball	
·	

### **STATEMENT**

As of March 25, 2018, Senior Engineers and Senior Architects have a higher top step in their salary range than Supervising Engineers and Architects. The Supervising Engineer and Architect positions not only supervise and manage the Senior positions, but they are required to take on more responsibility and more complex projects.

The requested 12% increase for the Supervising levels of Engineers and Architects will move the Supervising Engineers and Architects in line with historical differences between each of the positions. The salary range adjustment would be considered an immediate merit increase by the same amount for the City's 33 Supervising Engineers and Architects. A list of the 33 affected positions is attached. This increase will have no effect on the City's General 050 Fund budget since all of the Supervising Engineers and Architects are paid out of the Income Tax-Infrastructure Fund 302 or are in an Enterprise department. Please see Attachment 3.

## **City Wide Supervising Engineer Architect Positions**

	Fund	Agency	DeptName	Position Title	Min	Max	SalAdminPlan
1	'101	'303	CWW Maintenance Administration	Supervising Engineer-EXM	70129.65	94675.02	D8
2	'101	'303	CWW Electrical Maintenance	Supervising Engineer	70129.65	94675.02	D8
3	'101	'305	CWW Distribution Unit	Supervising Engineer-EXM	70129.65	94675.02	D8
4	'101	'306	CWW Inspection/Contract Admin.	Supervising Engineer-EXM	70129.65	94675.02	D8
5	'101	'306	CWW System Design	Supervising Engineer	70129.65	94675.02	D8
6	'101	'306	CWW System Planning	Supervising Engineer	70129.65	94675.02	D8
7	'101	'306	CWW Plant Plan & Spec. Studies	Supervising Engineer	70129.65	94675.02	D8
8	'302	'232	Div of Trans Planning & Urb D	Supervising Engineer	70129.65	94675.02	D8
9	'302	'232	Div of Trans Planning & Urb D	Supvg Architect-EXM	70129.65	94675.02	D8
10	'302	'233	Engineering	Supervising Engineer-EXM	70129.65	94675.02	D8
11	'302	'233	Engineering	Supervising Engineer	70129.65	94675.02	D8
12	'302	'233	Engineering	Geotechnical Engineer	70129.65	94675.02	D8
13	'302	'233	Engineering	Supervising Engineer	70129.65	94675.02	D8
14	'302	'233	Engineering	Supervising Engineer	70129.65	94675.02	D8
15	'302	'233	Engineering	Supervising Engineer-EXM	70129.65	94675.02	D8
16	'302	'233	Engineering	Supervising Engineer-EXM	70129.65	94675.02	D8
17	'302	'239	Traffic Engineering	Supervising Engineer	70129.65	94675.02	D8
18	'302	'239	Traffic Engineering	Supervising Engineer-EXM	70129.65	94675.02	D8
19	'302	'239	Traffic Engineering	Supervising Engineer-EXM	70129.65	94675.02	D8
20	'302	'255	CFM-Architecture Design Serv	Supvg Architect-EXM	70129.65	94675.02	D8
21	'701	'420	WWE-Construction	Supervising Engineer	70129.65	94675.02	D8
22	'701	'420	WWE-Construction	Supervising Engineer	70129.65	94675.02	D8
23	'701	'420	WWE-Construction	Supervising Engineer-EXM	70129.65	94675.02	D8
24	'701	'420	WWE-Dev Svcs & Conveyance Plan	Supervising Engineer-EXM	70129.65	94675.02	D8
25	'701	'420	WWE-Dev Svcs & Conveyance Plan	Supervising Engineer-EXM	70129.65	94675.02	D8
26	'701	'420	WWE- Facility Plan & Proj Mgmt	Supervising Engineer	70129.65	94675.02	D8
27	'701	'420	WWE- Facility Plan & Proj Mgmt	Supervising Engineer-EXM	70129.65	94675.02	D8
28	'701	'420	WWE-Quality Assurance/Control	Supervising Engineer-EXM	70129.65	94675.02	D8
29	'701	'420	Facility Asset Management	Supervising Engineer-EXM	70129.65	94675.02	D8
30	'701	'449	WWT-Maintenance Section	Supervising Engineer	70129.65	94675.02	D8
31	'701	'449	WWT-Maintenance Section	Supervising Engineer-EXM	70129.65	94675.02	D8
32	'701	'470	WO-Watershed Operations Admin	Supervising Engineer-EXM	70129.65	94675.02	D8
33	'701	'470	WO-Stormwater Control Measures	Supervising Engineer-EXM	70129.65	94675.02	D8

Attachment 3 - Budget Impacts by Fund

Fund	Sum of 12% ADJUST 7/1/18	Sum of PENSION	Sum of MEDICARE	Sum of TOTAL	% of Fund Budget*
'101	76,575.20	12,443.47	1,110.34	90,129.01	0.07%
'302	144,415.46	23,467.51	2,094.02	169,977.00	0.90%
'701	141,181.56	22,942.00	2,047.13	166,170.69	0.07%
<b>Grand Total</b>	362,172.21	58,852.98	5,251.50	426,276.70	

<sup>\* -</sup> Approximate percentage based on City of Cincinnati's FY 2018-2019 Biennial Budget



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201800872	Motion	Held
	and Seelbach, WE MOVE that the st Engineer, Geotechnical Engineer and 12% above the steps of the salary ra The salary range adjustment would be	ed by Councilmembers Dennard, Landsman eps of the salary range of the Supervising d Supervising Architect are immediately raised nge of Senior Engineers and Senior Architects. e considered an immediate merit increase by pervising Engineers and Architects. Please T ATTACHED)
	Introduced: 5/23/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 6/11/2018	Sponsor(s): Landsman and Seelbach
	Department: Greg Landsman	
	Drafter: Chelsey.Pettyjohn@cincinnati-o	h.gov

### Interdepartmental Correspondence Sheet

# City of Cincinnati



June 25, 2018

**To:** Members of Budget and Finance Committee

From: Patrick A. Duhaney, Acting City Manager

Subject: Ordinance – Findlay Market Area Improvements

Attached is an Ordinance captioned:

**ESTABLISHING** new capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," for the purpose of providing resources to provide capital improvements in the Findlay Market area; AUTHORIZING the appropriation of up to \$164,500.00, which represents any remaining proceeds from the sale of City-owned properties at 111-113 and 118 West Elder Street, to the newly established capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements"; and further DECLARING expenditures from capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," to be for a public purpose.

Approval of this Ordinance will establish capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," for the purpose of providing resources to provide capital improvements in the Findlay Market Area. Two city-owned properties located at 118 W. Elder Street and 111-113 W. Elder Street in the Over-the-Rhine neighborhood will be sold for a total of \$164,500 pending the approval of two separate property sale and development agreement Ordinances that will be presented to the City Council. If approved, the proceeds from the sale of these properties will allow for capital improvements in the Findlay Market area as well as residential improvements at each property per the sale and development agreements.

The improvements to the Findlay Market area are in accordance with the "Live" goal to "create a more livable community" and the strategy to "support and stabilize our neighborhoods" as described on pages 156 and 160-163 of Plan Cincinnati.

The Administration recommends passage of this Ordinance.

cc: Christopher A. Bigham, Budget Director Reginald Zeno, Finance Director

Attachment



**ESTABLISHING** new capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," for the purpose of providing resources to provide capital improvements in the Findlay Market area; AUTHORIZING the appropriation of up to \$164,500.00, which represents any remaining proceeds from the sale of City-owned properties at 111-113 and 118 West Elder Street, to the newly established capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements"; and further DECLARING expenditures from capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," to be for a public purpose.

WHEREAS, two City-owned properties located at 118 W. Elder Street and 111-113 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati will be sold for a total of \$164,500.00; and

WHEREAS, the appropriation of the remaining proceeds from the sale of these properties will allow for capital improvements in the Findlay Market area; and

WHEREAS, separate ordinances will authorize the transfer of the net proceeds from the sale of City-owned properties at 111-113 and 118 West Elder Street from Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements"; and

WHEREAS, the Findlay Market area is open to the public and used by City of Cincinnati residents and visitors to the City; and

WHEREAS, the improvements to the Findlay Market area are in accordance with the Live goal to "create a more livable community" and strategy to "support and stabilize our neighborhoods" as described on pages 156 and 160-163 of Plan Cincinnati; now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," for the purpose of providing resources to provide capital improvements in the Findlay Market area.

Section 2. That the appropriation of up to \$164,500.00, which represents any remaining proceeds from the sale of two City-owned properties located at 118 W. Elder Street and 111-113 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, net of real estate service fees, to the newly established capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," is hereby authorized.

Section 3. That expenditures from capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," are hereby declared to be for a public purpose because it will provide local improvements and increase neighborhood vitality.

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

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:		, 2018	
			John Cranley, Mayor
Attest:			
	 erk		



801 Plum Street Cincinnati, OH 45202

### **File Summary**

Title File Number **Current Status** 201801107 **Ordinance** Held ORDINANCE submitted by Patrick A. Duhaney, Acting City Manager, on 6/25/2018, establishing new capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," for the purpose of providing resources to provide capital improvements in the Findlay Market area; AUTHORIZING the appropriation of up to \$164,500.00, which represents any remaining proceeds from the sale of City-owned properties at 111-113 and 118 West Elder Street, to the newly established capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements"; and further DECLARING expenditures from capital improvement program project account no. 980x162x181664, "Findlay Market Area Property Improvements," to be for a public purpose. Introduced: 6/25/2018 Controlling Body: Budget and Finance Committee **Meeting Date: 7/20/2018** Sponsor(s): City Manager **Department:** City Manager

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov

### STEPHEN MARINE & BARBARA HOUSER

1153 Inglenook Place, Cincinnati. Ohio 45208 | 513-478-7120, monksnutty@yahoo.com

June 11, 2018

20180F022

Dear Councilman Greg Landsman:

We write to you today our first letter ever to a member of City Council. We are residents of the City of Cincinnati, having lived in the same home since moving here nearly 30 years ago. We raised two children in this home, they attended Cincinnati public schools, and we have always proudly supported tax levies and bond issues for education, the zoo, health care, and literally all other public services. The schools are recognized at the best urban system in Ohio. The Zoo is internationally known for its excellence. And the Public Library every year is one of the most used library systems in the country. These services and organizations are the reasons we chose to live in the City. They provide the quality of life we have always sought. Our neighborhood has been both stable – in a good way, with well-maintained century-old houses and its family orientation – and unstable – also in a good way, with a growing diversity in its residents.

However, certain aspects of the property tax abatement enacted by Council have introduced both an instability and an injustice. The abatement on new construction unfairly distributes the tax burden onto the rest of us, those who have committed ourselves to the City, willingly paid our taxes, and maintained our homes. This is in reality not just unfair; it is unjust. Reaction and resistance to injustice is a natural human response. Certainly there are more important injustices to address both nationally and locally. We assure you we do not sit idly by when it comes to the injustices in our criminal justice system, education, health care, poverty, and the environment. But we also cannot ignore our self-interests. Our home, our neighborhood, our city at large are integral to who we are. But the injustices we see and we feel with the current abatement practice affect us deeply, so much so that we have begun to question whether we will stay in the City. The financial impact of essentially paying other people's taxes and the emotional reaction to this injustice we can no longer ignore.

The visible results of the abatement are also disturbing and are constant reminders of the abatement's injustices as we walk or drive through City neighborhoods. Beautiful historic homes, many over 100 years old and built to last centuries, are being demolished, replaced by McMansions, often 3 or 4 on the original lot and constructed to last 30 to 50 years at most. The nature and the beauty of neighborhoods – also among the important reasons we chose to live in the City in the first place – are being destroyed.

We don't doubt that the original intent of new-construction abatement was well-intended. The economy was in recession and the abatement was seen as a catalyst. But as with most actions, there come unintended consequences. Those consequences have persisted too long and must now be stopped. The only beneficiaries are developers, who have exploited the situation. We would be very happy to have only the new-construction abatements rescinded. Abatements for renovations and the addition of green technologies to existing homes continue to make sense. We have no self-interest in such abatements, but they serve in a modest way the greater good of our City and the planet.

The bottom line is: we feel that we are treated unjustly, we see our neighborhoods being destroyed, and we are considering an action we never dreamed would happen: moving out of the City. In the meantime, we will **NOT** vote for another city or county tax levy, not even renewals, until the new construction abatement has been rescinded. In conversations with most of our neighbors, you need to know that we all are "mad as hell" and have options. Most of us are voters. The time for you to act is **NOW!** 

Darbara K Howe

Sincerely,

Stephen Marine and Barbara Houser

City Residents, Loyal Tax Payers, Furious Citizens, Voters

A cal



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status	
201801022	Communication	Held	
	COMMUNICATION, submitted by Councilmembers Landsman and Young, from Stephen Marine & Barbara Houser, regarding the property tax abatement.		
	Introduced: 6/20/2018	Controlling Body: Budget and Finance Committee	
	Meeting Date: 6/25/2018	Sponsor(s): Landsman and Young	
	Department: Greg Landsman		
	Drafter: Chelsey.Pettyjohn@cincinnati-	ph.gov	



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801146	Communication	Held
	COMMUNICATION, submitted by Councilmember Seelbach from Akshay Ahuja, regarding Yard Citation.	
	Introduced: 6/27/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 6/27/2018	Sponsor(s): Seelbach
	Department: Chris Seelbach	
	Drafter: Chelsey.Pettyjohn@cincinnati-oh.	gov



Sept. 6, 2018

To: Mayor and Members of City Council

From: Patrick A. Duhaney, Acting City Manager

Subject: REPORT - FC CINCINNATI COMMUNITY BENEFITS AGREEMENT

### Reference Document #201800208

The City Council at its session on 02/05/2018 referred the following item for report:

MOTION, we move that any ordinance providing development incentives; infrastructure funding; a zone change; or any other city support for a stadium for FC Cincinnati include an enforceable community benefits agreement (CBA) representing the result of thorough, good faith engagement and negotiations with community members from the neighborhood in which the stadium will be built and from nearby neighborhoods also impacted.

### **Summary:**

FC Cincinnati, the Greater Cincinnati Redevelopment Authority, and the West End Community Council entered into a Community Benefits Agreement (CBA) on April 14, 2018. This Community Benefits Agreement, formalizes the process for coordinating efforts between FC Cincinnati and other parties including the West End Community Council to facilitate an improved quality of life in the West End throughout the construction of FC Cincinnati's soccer-specific stadium and high school athletics stadium. It also provides for improved community-team partnerships during FC Cincinnati's operation of an MLS team at the future stadium. Per Council's request, the Department of Community and Economic Development included this CBA as Exhibit F to the Funding and Development Agreement with FC Cincinnati, which was signed on May 24, 2018.

### **Next Steps:**

The Department of Community and Economic Development will continue to engage with the West End Community Council and other community stakeholders through the remainder of the development process.

This memo is for informational purposes. No action is required.

Copy: Philip M. Denning, Director, Department of Community and Economic Development



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801366	Report	Held
		d by Patrick A. Duhaney, Acting City Manager, Benefits Agreement (SEE DOCUMENT
	Introduced: 9/6/2018	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 9/10/2018	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: Chelsey.Pettyjohn@cincinnati-o	ph.gov

### Williams, Brenda

From:

Paraskevopoulos, Ioanna

Sent:

Monday, October 01, 2018 4:17 PM

To:

Williams, Brenda

Cc:

Kathy Doane; Kenkel, Hillary; David Mann

Subject:

FW: [External Email] ARTSVILLE in Madisonville

201801543

Please add to this week's Council calendar for referral to Budget and Finance.

Thank you. Ioanna

From: Kathy Garrison < kgarrison14@gmail.com > Sent: Monday, September 24, 2018 11:17 AM

To: Mann, David < david.mann@cincinnati-oh.gov > Subject: RE: [External Email] ARTSVILLE in Madisonville

Hillary, thank you for the response. We would love for Councilmember Mann to stop by if he is in the neighborhood. We would like to show him the changes and improvements to Artsville.

Hillary there are three things that we could use some help with at Artsville. As much as we have been able to leverage every dime that we receive a hundred times over, we still could use help with the following:

- The restriping of the parking lot. It is a city lot and badly needs restriping. I have not been able to reach the right person in the city to make this happen and it is not because of lack of trying.
- The building has marquee signs that had been installed over ten years ago. Those have totally burnt out and we have priced them but they are currently out of our budget. We have been told that the signs would cost about \$20,000. That is only a drop in the bucket in terms of city dollars but for us it is a large chunk of money. The cost would probably be less if a city contractor were doing the job. We were able to utilize the signs to advertise all the community events.
- And last but not least before we ever took over possession of the building, the homeless, the addicted, and just vandalism pretty much destroyed the "fins" on the HVAC unit outside that feeds the first floor. The people lived behind the unit because it was safe and warm in winter. They literally smashed the fins on the unit and because the unit struggles with pulling air it is working overtime. The cost that we have been told for that is around \$5,000 but that is cheaper than having to replace an entire unit.

Hillary, we are leasing the building from the City as you know for an extended period of years and we are so excited about what we have been able to accomplish with so much support in such a short period of time. Having the City step up and take care of these three items would make an enormous difference not just for Artsville but for the entire community. If Councilmember Mann could help us with these items, we would be most grateful.

Thanks, again and hope that you and Councilmember Mann can come visit!

Kathy Garrison 513-460-5060

Kathy

From: Kenkel, Hillary [mailto:Hillary.Kenkel@cincinnati-oh.gov] On Behalf Of Mann, David

Sent: Monday, September 24, 2018 10:29 AM

To: Kathy Garrison

Subject: RE: [External Email] ARTSVILLE in Madisonville

Hi Kathy,

Thank you for sending this update to Councilmember Mann. He is excited about the opportunities ARTSVILLE is bringing to the community in Madisonville.

If there is anything our office can do for you in the future, please do not hesitate to contact us.

Hillary Kenkel Community Affairs Advisor Office of David Mann Cincinnati City Hall Suite 349 513-352-4611



From: Kathy Garrison < <a href="mailto:kgarrison14@gmail.com">kgarrison14@gmail.com</a> > Sent: Monday, September 17, 2018 4:51 PM

To: Cranley, Mayor < mayor.cranley@cincinnati-oh.gov>; Smitherman, Christopher

<<u>Christopher.Smitherman@cincinnati-oh.gov</u>>; Dennard, Tamaya <<u>Tamaya.Dennard@cincinnati-oh.gov</u>>; Landsman, Greg <<u>Greg.Landsman@cincinnati-oh.gov</u>>; Mann, David <<u>david.mann@cincinnati-oh.gov</u>>; Murray, Amy <<u>amy.murray@cincinnati-oh.gov</u>>; Pastor, Jeff <<u>Jeff.Pastor@cincinnati-oh.gov</u>>; chris.seelbach@cincinnati-og.gov; Sittenfeld, P.G. <<u>P.G.Sittenfeld@cincinnati-oh.gov</u>>; Young, Wendell <<u>Wendell.Young@cincinnati-oh.gov</u>>

Subject: [External Email] ARTSVILLE in Madisonville

External Email Communication

Good afternoon! Just wanted to share with all of you a little of what is happening at **ARTSVILLE** formerly the MACC. I have attached flyers of the next two upcoming events. **ARTSVILLE** continues to grow in its programming for community as well as its ability to leverage not only money but in-kind contributions.

Attached you will find a flyer for Arts Academy which will begin October 1 and will run for ten weeks providing after school instructions. *ARTSVILLE* has partnered with Cincinnati Academy of Performing Arts to bring to Madisonville youth the opportunity to experience and grow as an artist in whatever field they might chose. We have two community businesses who will be providing the snacks for each day.

We also attached a flyer for the next Playhouse In The Park Off The Hill Production of Jungle Book which will be performed on September 29<sup>th</sup> in the theatre at *ARTSVILLE*. Playhouse is using our space for not only performances but also rehearsals. These plays allow us to bring affordable theatre productions to the community of Madisonville for those who cannot afford to go otherwise. We also provide free tickets to some.

In the next few weeks we will also be having a night of jazz, an art showing, Cincy Shakespeare will perform MacBeth, Trunk or Treat, and an event to support breast cancer research. Partnerships are key!

We at **ARTSVILLE** are so happy to be able to provide a space for community and for all the wonder experiences that it brings. We invite all of you out to visit at any time. Come and see what transformations have taken place in the building and hear more about the wonderful things that are happening.

Kathy Garrison, Director *ARTSVILLE*5021 Whetsel Avenue

Cincnnati, Ohio 45227 513-460-5060



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201801543	Communication	Held
	COMMUNICATION, submitted by C regarding Artsville in Madisonville.	Councilmember Mann, from Kathy Garrison,
	Introduced: 10/3/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 10/8/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnati-	-oh.gov



Date: October 11, 2018

To:

From:

Subject:

Paula Boggs Muething, City Solicitor Emergency Ordinance - Ordaining CMC Chapter 856, "Short Term

Rentals," and CMC Chapter 315, "Short Term Rental Excise Tax" C

Version

Transmitted herewith is an emergency ordinance captioned as follows:

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a licensing and registration program for the operation of short term rentals.

PBM/LDM/(ps) Attachment 268256-10

# City of Cincinnati

LDM/CW/POR

- 2018

# An Ordinance No.

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a licensing and registration program for the operation of short term rentals.

WHEREAS, advances in technology have enabled residential property owners all over the United States and the rest of the world to connect with potential renters in need of short term accommodations through the use of short term rental applications, websites, or other platforms; and

WHEREAS, the relationship between property owners and short term renters, and the short lengths of time for which such properties are rented, mean that the properties do not always meet existing definitions of rental or lodging properties in the Cincinnati Municipal Code and may not trigger any particular regulations or license requirements; and

WHEREAS, on one hand, short term rentals offer supplemental income for City residents, including the chance to rent property for short periods of vacancy or while trying to sell, and short term rentals also increase tourism, providing access to the City for people who might not otherwise visit, and showcasing neighborhoods of the City that may not often host tourists; and

WHEREAS, on the other hand, the City has received complaints and heard disputes between neighbors of property owners who list their properties for short term rental, as some renters have committed noise violations or otherwise failed to show civility and respect for the impacted neighborhood and its residents, such that the properties constitute a public nuisance that threaten the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, in addition, the City seeks to ensure that properties that are being rented out for short periods meet minimum safety and sanitation requirements, including all existing requirements in applicable building codes, zoning codes, housing codes, and fire codes; and

WHEREAS, the City also seeks to raise revenues through taxation of short term rentals to provide funds to be used to preserve and develop affordable housing, the supply of which housing could be substantially reduced by the creation of new short term rental units in the city; and

WHEREAS, Council desires to strike a balance between allowing property owners to use their properties as they see fit, including offering the property for rental for short periods of time, and also requiring that such property owners remain accountable for their properties and the short term rental activities at the properties; and

WHEREAS, Council also desires to ensure that an outsized short term rental industry in Cincinnati, in light of its population and physical area, does not create a dearth of affordable housing and does not artificially lead to quickly increasing housing rentals City-wide or in particular neighborhoods; now, therefore,

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

Section 1. That Chapter 856, "Short Term Rentals," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

# **Chapter 856 - SHORT TERM RENTALS**

#### Sec. 856-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

# Sec. 856-1-H. - Hosting Platform.

"Hosting Platform" means a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent.

# Sec. 856-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental by placing advertisements or solicitations on a hosting platform.

#### Sec. 856-1-P. - Person.

"Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

#### Sec. 856-1-R. - Responsible Person.

"Responsible Person" means:

# (a) A natural person;

- (b) Designated by the operator of a short term rental as having the duty, responsibility, and authority to operate, maintain, and manage the short term rental;
- (c) Whose principal residence or principal place of business is located no less than fifty miles from the short term rental.

#### Sec. 856-1-S. - Short Term Rental.

"Short Term Rental" means:

- (a) Any residential dwelling unit or part thereof;
- (b) Offered or held out to the public for rent as a dwelling, lodging, rooming unit, or sleeping or transient accommodation on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent;
- (c) For a duration of occupancy of less than thirty consecutive days.

#### Sec. 856-1-U. - Unhosted Short Term Rental.

"Unhosted Short Term Rental" means a short term rental through which possession of a dwelling unit is transferred to the person renting the unit during its use as a short term rental.

# Sec. 856-3. - Applicability.

This chapter applies to all short term rentals located in the city of Cincinnati, including those short term rentals operated prior to the effective date of this ordinance, and all operators and hosting platforms conducting business in the city of Cincinnati. This chapter shall have prospective application and shall not impair or modify the terms of any agreement executed or in effect prior to the effective date of this chapter providing for a short term rental to the extent that the parties entering the agreement and the other terms thereof conflict with the provisions of this chapter.

# Sec. 856-5. - Registration and Licensing Requirements.

- (a) All operators must register their short term rentals with the city pursuant to Section 856-7, "Short Term Rental Registration," prior to their operation. No person shall operate or permit the operation of a short term rental without first registering the short term rental with the city.
- (b) In addition to the registration requirement in subsection (a), all operators of unhosted short term rentals held out to the public for rent as a short term rental for more than ninety days during a calendar year must obtain a license with the city pursuant to Section 856-11, "Unhosted Short Term License," prior to the operation of the unhosted

short term rental. No person shall operate or permit the operation of an unhosted short term rental without first registering the unhosted short term rental with the city and obtaining a license.

(c) All registrations and licenses obtained pursuant to this section must be maintained according to the provisions of this chapter during any period of operation as a short term rental or unhosted short term rental.

### Sec. 856-7. - Short Term Rental Registration.

- (a) All short term rentals shall be registered in the manner prescribed by the city manager or his or her designee, which may include the payment of a registration fee as necessary to recover the cost and expense of administering the city's short term rental registry.
- (b) The registration of a short term rental shall require the following information:
  - (1) A current street mailing address, contact phone number, emergency contact phone number, and email address for the responsible person designated for the short term rental.
  - (2) A current list of all hosting platforms through which the short term rental is listed, advertised, solicited, or otherwise held out for rent and those through which it is reasonably anticipated to be listed, advertised, solicited, or otherwise held out for rent.
  - (3) A certification from the operator that the operator is the legal owner or tenant of the short term rental unit with the right and authority to operate the unit as a short term rental.
  - (4) A certification from the operator that, to the best of his, her, or its knowledge, the short term rental is in conformity with:
    - (i) Building codes, including, as applicable, the Ohio Building Code, the Residential Code of Ohio, and the Cincinnati Building Code;
    - (ii) Zoning codes, including, as applicable, the Cincinnati Zoning Code and Land Development Code;
    - (iii) Housing codes, including the Cincinnati Housing Code; and
    - (iv) Fire codes, including the Cincinnati Fire Code and the Ohio Fire Code.
  - (5) Proof that the operator of the short term rental is current on all existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.

- (6) An acknowledgment that the operator understands that the short term rental must at all times maintain compliance with applicable federal, state, and local laws, regulations, ordinances, or other rules or codes governing the operation of the short term rental.
- (7) An acknowledgment that the operator has read Cincinnati Municipal Code Chapter 914, "Unlawful Discriminatory Practices," including Section 914-5, "Housing Discrimination Prohibited," and Section 914-7, "Public Accommodations Discrimination Prohibited."
- (c) The city manager or his or her designee shall review each registration application and shall issue a registration and a unique registration number to the operator of the short term rental unit upon finding:
  - (1) All required application materials and the application fee have been received.
  - (2) No registration or license associated with the person making the application, and no registration or license for the short term rental that is the subject of the application, is currently revoked or suspended as of the date of the application.
  - (3) The short term rental is not the subject of pending enforcement activity by the city for failure to conform to building codes, zoning codes, housing codes, or fire codes.
  - (4) The operator of the short term rental in not delinquent in the payment of existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.
- (d) The city manager or his or her designee shall notify the operator of a final determination on an application no later than thirty days following receipt of a complete application submission. All application denials shall be in writing and shall set forth specific reasons for the denial.
- (e) Each short term rental registration must be renewed on an annual basis in the manner prescribed by the city manager or his or her designee, which renewal may include the payment of a renewal fee as necessary to recover the cost and expense of administering the city's short term rental registry.

#### Sec. 856-9. - Standard Conditions of Short Term Rental Registration.

All short term rentals registered with the city shall be subject to the following standard conditions:

(a) All information associated with the registration must be updated within seven days of a change in status, including any changes in the contact information for the responsible person, and further must be verified on no less than an annual basis.

- (b) All listings, advertisements, or solicitations offering a short term rental for rent shall include its registration number.
- (c) The operator shall prominently display the short term rental registration on the primary façade or entrance of the short term rental unit.
- (d) The operator shall prominently display an advisory adjacent to the short term rental registration, which advisory shall be in the form prescribed by the city manager or his or her designee and shall indicate the contact information for the responsible person, the contact information for the police department and fire department that serve the area in which the short term rental is located, the location of all means of egress from the short term rental, and a list activities and behaviors prohibited by city law that tend to be associated with the operation of short term rentals.
- (e) The short term rental shall be maintained and operated in accordance with applicable building codes, zoning codes, housing codes, fire codes, and the provisions of this chapter.
- (f) The operator of the short term rental must remain current on all existing tax liabilities to the city, including payment of the short term rental excise tax.

#### Sec. 856-11. - Unhosted Short Term Rental License.

- (a) All applications for unhosted short term rental licenses shall be made by the operator of an unhosted short term rental in the manner prescribed by the city manager or his or her designee, which may include the payment of an application fee as necessary to recover the cost and expense of administering the city's unhosted short term rental license program. The application fee may be required in addition to the registration fee provided for under Section 856-7, "Short Term Rental Registration."
- (b) The licensing of an unhosted short term rental shall require the following information:
  - (1) All of the information required in connection with the registration of a short term rental.
  - (2) A certification sealed by a registered architect or registered engineer authorized to practice in the state of Ohio that the short term rental unit is in conformity with:
    - (i) Building codes, including, as applicable, the Ohio Building Code, the Residential Code of Ohio, and the Cincinnati Building Code;
    - (ii) Zoning codes, including, as applicable, the Cincinnati Zoning Code and Land Development Code;
    - (iii) Housing codes, including the Cincinnati Housing Code; and

- (iv) Fire codes, including the Cincinnati Fire Code and the Ohio Fire Code.
- (3) Proof of liability insurance for the short term rental unit in an amount that corresponds to the prevailing rate for similar properties being used for a similar purpose as determined by the city manager or his or her designee.
- (c) The city manager or his or her designee shall review each license application and shall issue a license upon finding:
  - (1) All required application materials and the application fee have been received.
  - (2) No registration or license associated with the person making the application, and no registration or license for the short term rental that is the subject of the application, is currently revoked or suspended as of the date of the application.
  - (3) The short term rental is not the subject of pending enforcement activity by the city for failure to conform to building codes, zoning codes, housing codes, or fire codes.
  - (4) The operator of the short term rental in not delinquent in the payment of existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.
- (d) The city manager or his or her designee shall notify the operator of a final determination on an application no later than thirty days following receipt of a complete application submission. All application denials shall be in writing and shall set forth specific reasons for the denial.

# Sec. 856-13. - Standard Conditions of Unhosted Short Term Rental License Approval.

All unhosted short term rental licenses shall be subject to the following standard conditions of approval in addition to the standard conditions of short term rental registration prescribed in Section 856-9, "Standard Conditions of Short Term Rental Registration":

- (a) All unhosted short term rental licenses shall be valid for three years from the date of issuance.
- (b) All information associated with the license must be updated within seven days of a change in status, including any changes in the contact information for the responsible person, and further must be verified on no less than an annual basis.
- (c) The operator shall maintain liability insurance for the dwelling unit that is the subject of the license in an amount that corresponds to the prevailing rate for similar properties being used for a similar purpose as determined by the city manager or his or her designee.

- (d) The short term rental shall be subject to random inspection by the city manager or his or her designee to ensure ongoing compliance with building codes, zoning codes, housing codes, fire codes, and the provisions of this chapter.
  - (1) The responsible person designated for the short term rental shall be provided no less than seventy-two hours' advance notice of a scheduled inspection at the email address of the responsible person maintained with the city.
  - (2) If a person having authority to do so refuses to permit the inspection of a short term rental, the city manager or his or her designee shall obtain an administrative search warrant prior to conducting the inspection, which warrant shall be obtained in the same manner as building department inspectors seeking to enter a private premises, as established in Cincinnati Municipal Code Section 1101-45.

# Sec. 856-15. - Unhosted Short Term Rental License Renewal.

- (a) All operators shall apply to renew a license no earlier than one hundred eighty days and no later than sixty days before the license's expiration date. If an operator fails to apply for renewal as provided herein, he, she, or it must apply for a new license rather than a renewal.
- (b) All short term rental license renewals shall be made in the manner prescribed by the city manager or his or her designee, which may include the payment of a renewal fee as necessary to recover the cost and expense of administering the city's unhosted short term rental license program.
- (c) The city manager or his or her designee shall review each license renewal application and shall issue a license renewal upon finding compliance with all the standard conditions of a short term rental license established in Section 856-13 of this chapter.

# Sec. 856-17. - Avoidance of Nuisances.

No short term rental may be operated within the city so as to cause a nuisance. For the purposes of this section, three or more documented instances of the following behaviors by transient guests of the short term rental in and around the vicinity of the short term rental in an annual registration period shall constitute *prima facie* evidence that a short term rental has been operated in a manner that causes a nuisance:

- (a) Incidents of failure to maintain noise standards per Cincinnati Municipal Code Chapter 909, "Community Noise";
- (b) Incidents of exceeding the maximum occupancy levels permitted pursuant to applicable building codes, housing codes, and fire codes;
- (c) Incidents of illegal parking of vehicles;

- (d) Incidents of failure to abide by the requirements of Cincinnati Municipal Code Title XVI, "Neighborhood Quality of Life Uniform Code"; and
- (e) Incidents of criminal activity, including littering, trespass, intoxication, overdose, vandalism, and lewd and lascivious behavior.

# Sec. 856-19. - Limitations on Operators of Unhosted Short Term Rentals.

- (a) The following limitations apply to operators of unhosted short term rentals in the city:
  - (1) No natural person may operate more than three unhosted short term rentals in the city of Cincinnati. For the purposes of this section, a natural person shall be deemed the operator of an unhosted short term rental if the natural person has authority to exercise control over the operator of a short term rental or holds an ownership interest or beneficial interest in the operator of a short term rental.
  - (2) No natural person may hold more than three unhosted short term rental licenses. For the purposes of this section, a natural person shall be deemed to hold a short term rental license if the person has authority to exercise control over the holder of a short term rental license or holds an ownership interest or beneficial interest in the holder of a short term rental.
  - (3) In the event that more than one natural person has authority to control or holds an ownership interest or beneficial interest in the operator of an unhosted short term rental, each such person shall be deemed to be the operator of the short term rental for the purposes of this Section 856-19, and the limitations of this subsection (a) shall be applied to each person in the same manner as if each person were the sole person in control of or sole person holding an interest in that short term rental.
  - (4) Any person, other than a natural person, that applies for a short term rental license or registration shall disclose on its application all persons holding an ownership interest or beneficial interest in the applicant and all persons with authority to exercise control over the applicant.
- (b) The limitations established in subsection (a) shall not limit a person from operating more than three unhosted short term rentals to the extent the person actively operated more than three unhosted short term rentals as of October 11, 2018, the date when the provisions of this section became public. An unhosted short term rental shall be deemed "actively operated" if a person presents evidence to the satisfaction of the city manager or his or her designee that the short term rental was rented out for at least fourteen nights during the six-month period preceding October 11, 2018.
- (c) No person exempted under subsection (b) may obtain a registration or license to operate an additional short term rental following October 11, 2018 to the extent the person operates three or more unhosted short term rentals in the city.

# Sec. 856-21. - City Short Term Rental Website.

The city manager or his or her designee is authorized to maintain a website showing all registered and licensed short term rentals. The website may be made publicly available and shall make publicly available the email address for the responsible person designated for each unit.

#### Sec. 856-23. - Excise Tax.

All operators of short term rentals shall pay, or shall cause any hosting platform on which their short term rental is rented to pay on their behalf, the short term rental excise tax established in Chapter 315 of the Cincinnati Municipal Code.

# Sec. 856-25. - Short Term Rental Platform Obligations.

- (a) All hosting platforms through which short term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall provide the following information to the city manager or his or her designee on a monthly basis:
  - (1) The total number and location of short term rentals listed on the platform during the applicable reporting period;
  - (2) The total number of nights that each listing on the platform was rented to guests during the applicable reporting period; and
  - (3) The total amount of tax collected and remitted to the city during the applicable reporting period.
- (b) All hosting platforms through which short term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall ensure that the registration numbers and, if required, the license numbers for short term rentals within the city are listed in the listing on the platform.

# Sec. 856-27. - Suspension, Revocation, and Penalties.

- (a) Failure to comply with any of the conditions of operating a short term rental established in this chapter, including the requirement to pay all applicable taxes, may result in the suspension or revocation of a short term rental registration or unhosted short term rental license as follows:
  - (1) The city manager may suspend a registration or license if an operator fails to bring its short term rental into compliance with the conditions established in this chapter within seven days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or license or hold it out for rental during a period of suspension.

- (2) The city manager or his or her designee shall reinstate a suspended license or registration once the operator restores its short term rental to compliance with the provisions of this chapter and pays a reinstatement fee as necessary to recover the cost and expense of administering the city's short term rental registry.
- (3) The city manager may revoke a registration or license if an operator fails to bring its short term rental into compliance with the conditions established in this chapter within thirty days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or license or hold it out for rental during a period of revocation.
- (4) Prior to or following a suspension or revocation, an operator may provide proof to the city manager or his or her designee establishing to the satisfaction of the city manager or his or her designee that the short term rental did not operate in violation of the conditions cited, in which case the license or registration shall be reinstated without the payment of a reinstatement fee.
- (5) Except as provided in subsection (4), a license or registration may not be reinstated for twelve months following its revocation date, and the short term rental associated with a revoked license or registration may not be operated as a short term rental during the twelve-month waiting period. In addition, no operator associated with a revoked license or registration and no natural person with authority to exercise control over the operator or holding an ownership interest or beneficial interest in the operator may apply for a new license or registration for a short term rental during the same twelve-month period.
- (b) Failure to obtain a short term rental registration prior to holding a short term rental out for rent to the public or operating a short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.
- (c) Failure to obtain a license to operate an unhosted short term rental prior to holding a short term rental out for rent to the public or operating an unhosted short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.
- (d) Failure to operate a short term rental within the scope and type of short term rental that is permitted for a valid short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit operates outside the scope of a short term rental shall constitute a separate, subsequent Class D civil offense.

- (e) Operation of a short term rental in violation of the limitations on short term rentals or the limitations on owners and operators of short term rentals established in Sections 856-17 and 856-19 of this chapter shall constitute a Class D civil offense.
- (f) Holding a dwelling unit out for rent as a hosted rental in which the operator or responsible person is present during the rental, when no one will actually be present during the rental occupancy and when no operator or responsible person is in fact present when the short term rental is rented, shall constitute a Class D civil offense.
- (g) Failure to provide the active registration number and, if applicable, license number associated with a short term rental on any listing advertising or soliciting the unit shall constitute a Class A civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that an operator fails to provide the active license number associated with the short term rental on any listing through which the unit is held out for rent to the public shall constitute a separate, subsequent Class A civil offense.
- (h) Failure of a hosting platform to comply with Section 856-25, "Short Term Rental Platform Obligations," of this chapter shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the short term rental is operated, or held out to the public for rental shall constitute a separate, subsequent Class D civil offense.

#### Sec. 856-29. - Appeals.

Any person who has a bona fide controversy with the application or enforcement of this chapter and who has been adversely affected by the decision may appeal the decision to the city's office of administrative hearings by filing a notice of appeal with the office no later than thirty days after written notice of the decision is mailed to the person.

# Sec. 856-31. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

Section 2. That Chapter 315, "Short Term Rental Excise Tax," of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code, is hereby ordained to read as follows:

#### **CHAPTER 315 - SHORT TERM RENTAL EXCISE TAX**

#### Sec. 315-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

### Sec. 315-1-H. - Hosting Platform.

"Hosting Platform" means a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent.

# Sec. 315-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental by placing advertisements or solicitations on a hosting platform.

#### Sec. 315-1-P. - Person.

"Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

#### Sec. 315-1-R. - Rent.

"Rent" shall mean the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deduction therefrom whatsoever.

# Sec. 315-1-S. - Short Term Rental.

"Short Term Rental" means:

(a) Any residential dwelling unit or part thereof;

- (b) Offered or held out to the public for rent as a dwelling, lodging, rooming unit, or sleeping or transient accommodation on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent;
- (c) For a duration of occupancy of less than thirty consecutive days.

#### Sec. 315-1-T1. - Transient Guest.

"Transient guest" shall mean a person or persons who enters into a contractual arrangement with the operator of a short term rental whereby the person or persons pays rent to the operator, or to a person designated by the operator to receive rent, in exchange for occupancy of the short term rental.

#### Sec. 315-1-T2. - Treasurer.

"Treasurer" shall mean the city treasurer of the city of Cincinnati.

#### Sec. 315-3. - Rate of Tax.

There is hereby levied an excise tax on the operation of short term rentals located in the city. The tax shall equal seven percent of the gross revenues generated from the operation of a short term rental located in the city. Such tax constitutes a debt owed by the operator of the short term rental to the city which is extinguished only by payment of the tax to the city. Short term rental operators may pay the tax directly to the city or they may cause hosting platforms through which their short term rental is rented to pay the tax on their behalf.

# Sec. 315-5. - Exemptions.

- (a) The treasurer may grant an exemption from the tax imposed under this chapter upon a demonstration that the transaction giving rise to tax liability is not within the taxing power of the city under the constitution or laws of the State of Ohio or the United States.
- (b) No exemption claimed under paragraph (a) of this section shall be granted except upon a claim therefor made upon the occurrence of the transaction giving rise to tax liability and under penalty of perjury upon a form prescribed by the treasurer.

# Sec. 315-7. - Records Showing Rent and Excise Tax.

The tax to be collected shall be accounted for as an excise tax on the gross revenues from operation of the short term rental at the rate established in Section 315-3 of this chapter. The operator of a short term rental and any hosting platform through which the short term rental is held out to the public shall be responsible for keeping records showing the gross revenues received in connection with the operation of the short term rental, so that the rate of tax can be properly accounted for, as detailed in Section

315-11 of this chapter. The hosting platform shall hold in trust for account of the city a portion of the gross revenues received from the operation of a short term rental as is sufficient to discharge the tax liability established under Section 315-3 until payment thereof is made to the treasurer.

### Sec. 315-9. - Registration.

- (a) Operator of short term rental. Within thirty days after the effective date of this chapter, or within thirty days after commencing business, whichever is later, each operator of a short term rental shall register with the city as required under Cincinnati Municipal Code Section 865-5.
- (b) Hosting platform. Within thirty days after the effective date of this chapter, or within thirty days after commencing business, whichever is later, each hosting platform facilitating the renting of short term rentals in the city shall register with the treasurer, providing any information requested by the treasurer that is necessary to establish a system of payment of the tax established in this chapter from the hosting platform to the city.

# Sec. 315-11. - Reporting and Remitting.

- (a) Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the treasurer, make a return to the treasurer, on forms provided, of the gross revenues received and the amount of tax due for the operation of its short term rentals.
- (b) At the time the return is filed, the full amount of the tax collected shall be remitted to the treasurer, if it has not previously been remitted.
- (c) The treasurer may establish shorter reporting periods for an operator if determined necessary in order to insure collection of the tax and may require further information in the return if such information is pertinent to the collection of the tax.
- (d) Returns and payments are due no less than thirty days following cessation of a short term rental's operation for any reason.
- (e) All returns and payments submitted by an operator shall be treated as confidential by the treasurer and shall not be released except upon order of a court of competent jurisdiction or to an officer or agent of the United States, the state of Ohio, the county of Hamilton, or the city of Cincinnati for official use only.

# Sec. 315-13. - Treasurer's Authority.

(a) The treasurer is empowered to adopt, promulgate, and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of the

- provisions of this chapter, including, but not limited to, provisions relating to transactions and record keeping. Rules and regulations shall be effective upon publication in the *City Bulletin* or at a later date specified by the treasurer.
- (b) The treasurer is empowered to issue rulings on the application of the provisions of this chapter and the rules and regulations promulgated hereunder upon request from an operator or hosting platform. The rulings shall be at the discretion of the treasurer and binding only with respect to the person requesting the ruling. The treasurer may condition the consideration of a request for a ruling upon payment of an administrative fee to offset the administrative costs associated with consideration of the request.
- (c) The treasurer is empowered to conduct investigations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter.
- (d) The treasurer is empowered to subpoena the production of books, papers, records and other information and the attendance of all persons before him or her, whether as parties or witnesses, whenever he or she believes such persons have knowledge pertinent to any inquiry of any tax paid, charged, collected or received or required to have been charged, collected or received. The treasurer is empowered to subpoena the appearance of any person appearing before him or her under oath, concerning any transaction which was or should have been reported for any purpose under this chapter or any activity or occurrence tending to affect the tax levied under this chapter. All costs of production shall be borne by the respondent.
- (e) Each subpoena issued pursuant to subsection (d) shall indicate that any person receiving the subpoena may exercise his, her, or its right to have the subpoena reviewed by a court of competent jurisdiction before complying with the subpoena.
- (f) No authority granted to the treasurer by any other provision of this chapter shall be limited by virtue of not being included in this section.
- (g) Upon good cause, the treasurer may waive penalties otherwise owing under this chapter for an operator's failure to pay amounts due.

# Sec. 315-15. - Failure to Collect and Report Tax, Determination of Tax by City Treasurer.

(a) If an operator fails or refuses to collect the tax prescribed by this chapter or to make within the time provided any report and remittance of the tax or any portion thereof, the treasurer shall proceed in such manner deemed best to obtain facts and information on which to base the estimate of the tax due. Upon procuring facts and information upon which to base the assessment of any tax imposed by this chapter and payable by an operator who has failed or refused to collect the same or to make a report and remittance, the treasurer shall proceed to determine and assess against the operator the tax, interest, and penalties provided for by this chapter. The treasurer shall give a notice of the amounts assessed by serving it personally on the operator or by depositing it in the United States mail, postage prepaid, and addressed to the operator at its last known place of address.

(b) An operator may within ten days after the serving or mailing of notice of amounts due make application in writing to the treasurer for a hearing on the amount assessed. If the operator does not apply for a hearing within the time prescribed, the amounts assessed by the treasurer shall become final and conclusive and immediately due and payable. If an application for a hearing is made, the treasurer shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why the amount assessed should not be fixed. At the hearing, the operator may appear and offer evidence why the amount assessed should not be so fixed. After the hearing, the treasurer shall determine the proper amount to be assessed and shall give written notice of the decision to the operator in the manner prescribed herein. The amount assessed shall be payable after fifteen days unless an appeal is taken as provided in Section 315-19.

#### Sec. 315-17. - Penalties and Interest.

- (a) Delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty equal to ten percent of the amount of the tax, in addition to the tax.
- (b) Fraud. If the treasurer determines that the non-payment of any remittance due under this ordinance is due to fraud, a penalty equal to twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in paragraph (a) of this section.
- (c) Interest. In addition to the previous penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one percent per month, or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (d) Penalties During Pendency of Hearing or Appeal. No penalty provided under the terms of this chapter shall be imposed during the pendency of any hearing provided for in Section 315-15 of this chapter nor during the pendency of any appeal to the city manager provided for in Section 315-19 of this chapter.
- (e) Abatement of Interest and Penalty. In cases where a return has been filed in good faith and an assessment has been paid within the time prescribed by the treasurer, the treasurer may abate any charge of penalty or interest or both.

# Sec. 315-19. - Appeal.

Any operator aggrieved by a decision of the treasurer assessing liability for taxes, interest, and penalties accruing under this chapter may appeal to the city manager by filing a notice of appeal with the city manager within fifteen days of the serving or mailing of the determination of tax due. The city manager or his or her designee of the city manager shall fix a time and place for hearing such appeal and shall give notice in writing to the person

at his, her, or its last known place of address. The findings of the city manager or his or her designee shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

### Sec. 315-21. - Records.

It shall be the duty of every person liable for the collection and payment to the city of the tax imposed by this ordinance to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of tax for which the person may be liable, which records the treasurer shall have the right to inspect at all reasonable times.

#### Sec. 315-23. - Refunds.

- (a) Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in paragraph (b) of this section provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the treasurer within three years of the date of payment. The claim shall be on forms furnished by the treasurer.
- (b) No refund shall be paid under the provisions of this section unless the claimant establishes a right thereto by written records showing entitlement thereto.

### Sec. 315-25. - Actions to Collect.

Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount.

#### Sec. 315-27. - Use of Revenue.

All revenue from the short term rental excise tax levied pursuant to this chapter shall be used for the preservation and development of affordable housing in the city.

### Sec. 315-29. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

# Sec. 315-99. - Violations; Misdemeanor; Penalties.

- (a) No person shall violate any provision of this chapter.
- (b) No person shall fail or refuse to register as required in this chapter or to furnish any return required to be made, fail to refuse to furnish a supplemental return or other data required by the treasurer, or render a false or fraudulent return or claim.
- (c) No person required by this chapter to make, render, sign, or verify any report or claim shall make a false or fraudulent report or claim with the intent to defeat or evade the determination of any amount due.
- (d) Failure to comply with the provisions of this chapter shall constitute a Class C1 civil offense as defined by Section 1501-8(a) of the Cincinnati Municipal Code.
- (e) In the alternative to paragraph (d) of this section, whoever violates any of the provisions set forth above is guilty of first degree misdemeanor and shall be fined not more than \$500, imprisoned for a period of not more than six months, or both.

Section 3. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code are hereby modified to read as follows:

#### Sec. 1501-3. - Class A Civil Offenses.

A person who violates a standard of conduct set forth in a section or chapter of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class A Civil Offense. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine specified in § 1501-99 for the first violation of a Class B Civil Offense.

a.	§ 511-1	Advertising on Vehicles.	
b.	§ 511-33	Front Yard Parking.	
c.	§ 514-11	Parking Restrictions.	
d.	§ 604-17	Unapproved Bird, Fowl or Animal Feeding.	
e.	§ 701-19	Order to Muzzle Dogs.	
f.	§ 701-27	Loud Dog.	

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g.	§ 701-30	Dog Excrement Removal.	
h.	§ 721-63	Gutter Crossings.	
i.	§ 721-65	Obstructing Gutters.	
j.	§ 721-93	Temporary Driveway Permits.	
k.	§ 723-5	Encumbering Sidewalks.	
1.	§ 723-9	Regulations for Wholesale Produce Areas.	
m.	§ 723-11	Retail Sidewalk Display.	
n.	§ 723-12	Free Standing Business or Identification Signs (Sandwich Boards) on Sidewalk.	
0.	§ 723-13	Temporary Encumbrances.	
p.	§ 723-17	U.S. Mail Boxes.	
q.	§ 723-23	Ground and Debris on Street or Sidewalk.	
r.	§ 723-29	Sprinkling Roadways in Congested District.	
s.	§ 723-31	Sprinkling Before Sweeping.	
t.	§ 723-37	Unloading Heavy Material on Streets or Sidewalks.	
u.	§ 723-39	Inscribing Names or Advertising Matter on Sidewalks Unlawful.	
v.	§ 723-57	Removal of Snow.	
w.	§ 723-59	Ice on Sidewalks.	
x.	§ 723-65	Displaying House Numbers.	
y.	§ 723-69	Removing House Numbers.	
z.	§ 723-79	Fire Kettle Permit.	
aa.	§ 729-7	Setting Out Containers.	
bb.	§ 729-15	Containers to be Removed from Collection Points.	
cc.	§ 729-37	Street Waste Receptacles.	
dd.	§ 729-87(a)	Recyclable Materials - Taking Recyclables.	
ee.	§ 729-87(b)	Recyclable Materials - Destruction of Container.	
ff.	§ 729-87(c)	Recyclable Materials - Relocation of Container.	
gg.	§ 729-87(d)	Recyclable Materials - Failure to Remove Container from Collection Point.	
hh.	§ 729-88	Yard Waste Materials.	
ii.	§ 729-89(c)	Disposal of Unacceptable Waste.	
jj.	§ 911-17	Posting Bills on Streets.	

kk.	§ 1123-11(b)	Vacant Foreclosed Property Registration - Failure to maintain accurate information.	
11.	§ 1123-11(c)	Vacant Foreclosed Property Registration - Failure to maintain the property in accordance with the maintenance provisions.	
mm.	§ 701-2(B)(1)	Leash Required; Responsibility for Injury (Leash).	
nn.	§ 856-27(g)	Failure to Provide Registration and License Number on a Listing  Advertising a Short Term Rental.	

#### Sec. 1501-7. - Class C Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class C Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 514-15	Violation and Revocation	Class D
(2)	§ 602-1	Permitting Unclean Habitations	Class D
(3)	§ 602-7	Vacation of Unsanitary Premises	Class D
(4)	§ 604-5	All Improved Premises to be Rat-Proofed	Class D
(5)	§ 606-3	Vaccination of Dogs	Class D
(6)	Chapter 743	Urban Forestry	Class D
(7)	§ 747-3	Limited Franchise Permit Required	Class D
(8)	§ 869-7	Wrecking License Required	Class D
(9)	§ 1201-1	Cincinnati Fire Prevention Code	Class C
(10)	§ 1201-57	Permits	Class C
(11)	Chapter 1203	Motor Equipment in Places of Assembly	Class C
(12)	Chapter 1207	Drills	Class C

(12)	§ 1209-3	Hazardous Existing Electrical Wiring and	Class C
(13)	§ 1209-3	Equipment	Class C
(14)	Chapter 1211	Fire Extinguishers	Class C
(15)	§ 1219-11	Flameproof Decorations	Class C
(16)	§ 1219-25	Chimneys and Fireplaces	Class C
(17)	§ 1219-31	Air Conditioning	Class C
(18)	§ 1219-35	Residential Storage	Class C
(19)	§ 1219-43	Fire Escapes	Class C
(20)	§ 1219-57	Restrictions on Parking Motor Vehicles	Class C
(21)	§ 1219-61	Shaftways	Class C
(22)	§ 1219-63	Inspection, Safety Provisions	Class C
(23)	§ 1219-65	Location of Exits	Class C
(24)	§ 1219-67	Interior Stairway Doors	Class C
(25)	Chapter 1227	Storage, General Requirements	Class C
(26)	§ 1229-3	Water Flow Requirements	Class C
(27)	§ 1229-9	Private Fire Hydrants	Class C
(28)	§§ 723-5, 723-19	Structures in the Public Right-of-Way	Class D
(29)	§§ 723-44, 723-50	Mobile Food Vending	Class C
(30)	§ 723-24	Bike Share Stations	Class C

# (b) Class C Civil Offense With Civil Fines Not Subject to 50% Reduction to Correction for Violation:

			Civil Fine for Subsequent Offense
(1)	Chapter 404	Electricity	Class D
(2)	Chapter 405	Telegraph and Telephone	Class D
(3)	Chapter 414	Valet Parking	Class D
(4)	§ 506-63	Driving on Sidewalk Area	Class D
(5)	§ 506-64	Driving on New Pavement	Class D
(6)	§ 718-23	Unlawful Private Use of Streets	Class D
(7)	§ 721-71	Permits for Sidewalk Construction	Class D
(8)	§ 721-81	Sidewalk Construction Without Permit Unlawful	Class D

(9)	§ 729-73	Discharging Noisome Substances	Class D
(10)	§ 729-83	Refrigerators, Abandoning	Class C
(11)	§ 729-89(d)	Improper Disposal of Construction Debris or Hazardous Waste	Class D
(12)	§ 1215-3	Safe Practices	Class C
(13)	§ 1219-17	Misuse of Fire Protection Equipment	Class C
(14)	§ 1231-9	Tampering with Fire Hydrants	Class C
(15)	§ 1231-13	Unlicensed Use of Fire Hydrants Prohibited	Class C
(16)	§ 701-2(B)(2)	Leash Required; Responsibility for Injury (Menacing Fashion)	Class C
(17)	§ 701-2(B)(3)	Leash Required; Responsibility for Injury (Injury)	Class C
(18)	§ 856-27(b, c)	Failure to Obtain a Short Term Rental  Registration or License	Class D
(19)	§ 856-27(d)	Failure to Operate a Short Term Rental Within Proper Scope or Type of License	Class D
(20)	§ 856-27(h)	Failure of Short Term Rental Hosting Platform to Comply with Obligations	Class D

#### Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

# (a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D

(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1
(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1
<u>(6)</u>	Chapter 315	Short Term Rental Excise Tax	Class C1

# (b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
 (1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

# (c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D

Sec. 1501-9. - Class D Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class D Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

(a) Class D Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 720-13	Private Facilities	Class E
(2)	§ 720-45	Notice of Violations	Class E
(3)	§ 720-69	Notice to Correct Drainage	Class E
(4)	Chapter 855	Rooming Houses	Class D
(5)	Chapter 895	Outdoor Advertising Signs	Class D
(6)	Chapter 1101	Administration, Cincinnati Building Code	Class E
(7)	Chapter 1106	General and Specialty Contractors	Class E
(8)	Chapter 1107	Elevator and Conveyer Equipment	Class E
(9)	Chapter 1117	Housing Code	Class E
(10)	Chapter 1119	Building Hazard Abatement Code	Class E
(11)	Chapter 1127	General Inspection Programs Code	Class E
(12)	Title XIV	Zoning Code	Class E
(13)	§ 1201-21	Maintenance	Class D
(14)	§ 1201-33	Evacuation	Class D
(15)	§ 1201-35	Spills and Leaks	Class D
(16)	Chapter 1235	Detectors, Early Fire Warning Systems	Class D
(17)	§ 1123-11(a)	Vacant Foreclosed Property Registration - Failure to register a vacant, foreclosed property.	Class E

# (b) Class D Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 718-25	Secret Street Uses	Class E
(2)	§ 721-59	Taking Material from Streets	Class E
(3)	§ 729- 71(c)(2)	Personal Property Left Abandoned on Streets and Sidewalks - 4 or more items	Class D
(4)	§ 761-14	Eviction or Retaliation by Landlord	Class E
(5)	Chapter 891	Home Improvement	Class E
(6)	§ 1201-47	Failure to Comply with Orders	Class D
(7)	§ 1219-21	Causing Fire Through Negligence	Class D

(8)	Chapter 1251	Fire Starting Apparatus	Class D
(9)	§ 759-4	Use of a Motor Vehicle to Facilitate a Drug Related Crime	Class D
(10)	Chapter 722	Management and Control of the Use of the City Right-of-Way	Class E
(11)	Chapter 730	Commercial Waste Franchises	
(12)	§ 856-27(b,c)	Failure to Obtain a Short Term Rental License (after notification of offense)	Class D
(13)	§ 856-27(d)	Failure to Operate a Short Term Rental Within Proper Scope or Type of License (after notification of offense)	<u>Class D</u>
(14)	§ 856-27(e)	Violation of Limitations on Operators or Operation of Short Term Rentals	Class D
(15)	§ 856-27(f)	Dishonestly Holding a Dwelling Unit Out as a Hosted Rental	Class D
(16)	§ 856-27(h)	Failure of Short Term Rental Host Platform to Comply with Obligations (after notification of offense)	<u>Class D</u>

Section 4. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," of the Cincinnati Municipal Code are hereby repealed.

Section 5. That the proper City officials are hereby authorized to take all actions necessary and proper to prepare for implementation of the registration and licensing procedures established in this ordinance, and they are further authorized to take all actions necessary and proper to implement the registration and licensing procedures once they become effective.

Section 6. That Sections 1, 2, 3, and 4 of this ordinance shall take effect and be in force from and after January 1, 2019.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:		, 2018	
			John Cranley, Mayor
Attest:	Clerk	<del></del>	
New language un	derscored.		



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# **File Summary**

Title File Number **Current Status** 201801597 **Ordinance** Held ORDINANCE, (EMERGENCY) submitted by Councilmember Mann, from Paula Boggs Muething, City Solicitor on 10/11/2018, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provision of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a licensing and registration program for the operation of short term rentals. Introduced: 10/11/2018 Controlling Body: Budget and Finance Committee Meeting Date: 10/24/2018 Sponsor(s): Mann **Department:** David Mann

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



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November 2, 2018

Cincinnati City Hall

801 Plum St

Cincinnati, OH 45202

201801669

Dear City Council:

At the Invest in Neighborhoods quarterly meeting of October 30, 2018, the membership heard a presentation from Councilman Mann and introduced a motion of support for the regulation of Short Term Rentals within the City of Cincinnati. Information regarding the ordinance language currently being considered by the Budget and Finance committee was presented and discussed by the 26 Community Council Presidents and Authorized Electors in attendance.

The discussion centered on the value of longer-term occupied housing in maintaining community cohesion as well as ensuring proper maintenance of property condition and safety for what are essentially commercial purposes. It was noted that further input from each Council's neighborhood would be needed before supporting the details of any proposal, but that the current lack of regulation for unhosted short term rentals could provide a shortcut around neighborhood planning efforts and had the potential to distort property values.

In support of filling the regulatory gap, the following motion was made by the membership:

RESOLVED that the Membership of Invest in Neighborhoods <being made up of the City's Community Councils> supports the process that will lead to reasonable regulation of short term unhosted rentals."

The motion was passed with 23 Yes; 1 No; and 2 Abstentions by the 26 Councils represented.

Any further questions regarding the issue can be addressed to Invest in Neighborhoods at <a href="mailto:invest@investinneighborhods.com">invest@investinneighborhods.com</a>

Sincerely,

Invest in Neighborhoods, Board of Trustees

Jacob Williams, President

List of Community Councils present for Invest in Neighborhoods October 30, 2018 Quarterly Meeting:

- 1. Bond Hill Community Council
- 2. Camp Washington Community Council
- 3. Carthage Civic League
- 4. Clifton Town Meeting
- 5. CUF Neighborhood Council
- 6. East End Area Council
- 7. Hartwell Improvement Assoc.
- 8. Hyde Park Neighborhood Council
- 9. Kennedy Heights Community Council
- 10. Madisonville Community Council
- 11. Mt. Airy Town Council
- 12. Mt. Lookout Community Council
- 13. Mt. Washington Community Council
- 14. North Avondale Neighborhood Association
- 15. North Fairmount Community Council
- 16. Northside Community Council
- 17. Over-the-Rhine Community Council
- 18. Pleasant Ridge Community Council
- 19. Riverside Civic & Welfare Club
- 20. Sayler Park Village Council
- 21. Sedamsville Civic Association
- 22. South Cumminsville Community Council
- 23. Spring Grove Village Community Council
- 24. Walnut Hills Area Council
- 25. West End Community Council
- 26. Westwood Civic Association
- 27. Roselawn Community Council (non-delegated attendee)



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201801669	Communication	Held
	COMMUNICATION, dated 11/02/2018, submitted by Councilmember Mann, from Invest in Neighborhoods, At the Invest in Neighborhoods quarterly meeting of October 30, 2018, the membership herd a presentation from Councilman Mann and introduced a motion of support for the regulation of Short Term Rentals within the City of Cincinnati. Information regarding the ordinance language currently being considered by the Budget and Finance committee was presented and discussed by the 26 Community Council Presidents and Authorized Electors in in attendance.	
	Introduced: 11/2/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/2/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinna	ti-oh.gov

# Neely, Robert

From:

Paraskevopoulos, Ioanna on behalf of Mann, David

Sent:

Monday, November 05, 2018 9:50 AM

To:

Williams, Brenda; Neely, Robert; Michael, Rahiel

Cc:

David Mann

Subject:

FW: [External Email] Short Term Rental Legislation Coalition Statement

Follow Up Flag:

Follow up

Flag Status:

Flagged

Can you please add the below email and attachment as a communication to the BF agenda for 11/13?

Thank you.

From: Margy Waller <margywaller@gmail.com>

Sent: Thursday, August 30, 2018 3:37 PM

To: Mann, David <david.mann@cincinnati-oh.gov>

**Cc:** Paraskevopoulos, Ioanna < Ioanna.Paraskevopoulos@cincinnati-oh.gov> **Subject:** [External Email] Short Term Rental Legislation Coalition Statement

External Email Communication

Dear Councilmember Mann,

I am writing today on behalf of a growing coalition of concerned citizens, affordable housing developers and advocates, labor representatives, and homeless advocates. We very much appreciate your efforts to address the impact of short term rentals (STR) on our neighborhoods and housing market.

We have spent the last couple of months reviewing research about the impact of STRs, local legislation from around the country, and consulting with others who have been doing the same.

Today we are sharing the position statement and recommendations (attached) of our coalition. This statement is a proposal for sensible regulations of the industry designed to encourage the promise of home-sharing for visitors and income for homeowners who wish to welcome visitors, while protecting neighborhood culture and our affordable housing stock.

We look forward to discussing this with you.

# Sincerely,



Short Term Rental Legislation Coalition Statement .docx 23KB

Download Ca



201801670

Margy Waller

# MARGY|WALLER []

@margyartgrrl

The Bright Ride Blog

Text/Call: 513 | 405 | 2426

#### Statement of Residents, Affordable Housing Professionals, and Partners on City of Cincinnati Short Term Rental Legislation

Our coalition of Cincinnati residents, affordable housing developers and advocates has been studying with deep concern the trend toward full-time Short Term Rental (STR) sales and conversions. We have reviewed research about the impact of STRs on cities and the people who live in them. We have reviewed STR legislation from across the country. We are aware that we live in a city which, like many other urban places in 2018, has a severe shortage of affordable rental housing (housing residents can pay for using no more than 30 percent of their income].¹ Also, in recent weeks, we've all been given a close look at Cincinnati's full and over-capacity shelters, as well as the increased number of people living outside, that this affordable housing shortage causes.

At the same time, we have seen neighbors evicted from "naturally occurring affordable housing" (rental homes that are affordable without public subsidy) in rapidly changing neighborhoods, housing that has then been replaced by non-owner occupied full time Airbnb rentals. We have seen newly renovated housing marketed and sold to investors as non-owner occupied full time Airbnb rentals —and kept off the market to renters. We have seen developers attempt to turn entire buildings into illegal Airbnb hotels in Over-the-Rhine.

Most importantly, we have seen our community lose the valued asset of neighbors -- residents who are invested in the life and culture of our neighborhood, people who participate in events and provide daily commitment to the health and environment of our place. This is a devastating loss, especially in places like Over-the-Rhine where some blocks are now filled with multiple full-time STR units that are empty much of the week and filled with transient one-time occupants the rest of the week.

We support the individuals who occasionally choose to rent their permanent residence for a weekend or while they vacation for a week or so. And we support the neighbors who rent a room in their own home to visitors.

But we object to the loss created by taking entire units permanently off the market, thus removing opportunity for people in need of permanent housing. In other communities, this practice has been proven to raise the price of units for sale and rent and to have other negative effects on already burdened people, neighborhoods, and communities.

#### Our coalition submits the following principles for Short Term Rental (STR) Legislation:

We generally support the provisions in Councilmember Mann's proposed legislation of March 2018 and offer some additional provisions.

- Regulate short term rentals of entire dwelling units that is, an entire apartment or an entire house
   for periods of 30 days or less at a time.
- Owners may only rent entire dwelling units on sites like Airbnb for 90 days out of any calendar

<sup>&</sup>lt;sup>1</sup> From 2000 to 2014 median gross rents rose at a rate of more than twice the rate median income rose, significantly increasing the number of households burdened by housing cost. (p. 7, *Housing Affordability in Hamilton County.* 2017)

year.

- Units may only be rented by permanent residents who live in the property at least 51% of the calendar year.
- Owners\* must obtain a license to operate their business and renew the license every year they
  want to continue the business.
- Units are subject to city inspections to ensure compliance with relevant zoning, safety, housing, and building codes.
- Owners need to have liability insurance for the property, and pay taxes on the rental income, including transient occupancy tax. Failing to comply with any part of this law could result in revocation of the license or a fine.
- Online platforms must be responsible for the collection and remission of applicable taxes.
- Online platforms must require owners to list their city license/registration number on the rental platform.
- Online platforms must operate in a transparent manner and share complete and verifiable data with the City.
- It must be illegal for Airbnb to list a property without the valid registration/license info and failure to do so will result in penalties (See Chicago ordinance.)\*\*
- Platforms (Airbnb) should also have a licensure process with a commensurate significant fee to the City. This will aide in enforcement since the license can be revoked for failure to comply with data sharing and other obligations.
- All revenue from license/registration fees related to short-term rentals and a portion of revenue derived from taxes on STR activity will be dedicated to a local Affordable Housing Trust Fund to support efforts for preservation and development of affordable housing.

We strongly support a provision like the one below, particularly as we are seeing significant and rapid impact on neighborhoods in the 45202 zip code. We urge Council to consider allowing buildings, streets, precincts, etc. to establish the area as a prohibited STR zone.

#### Prohibited short-term accommodation rental zone

Registered electors of any precinct or group of contiguous precincts may petition any member of City Council to introduce an ordinance establishing that area as a prohibited short-term accommodation rental zone. Such petition shall specify that it seeks to either prohibit new and additional short-term accommodation rental activity, or all short-term accommodation rental activity in that defined area.

Upon receiving a petition signed by registered electors of the precinct(s) equal to not less than five per cent of the total vote cast in the precinct(s) at the last preceding regular municipal election for mayor, the member of City Council shall introduce an ordinance with the intent of restricting short-term accommodation rentals in the specified area.

Any ordinance establishing a prohibited short-term accommodation rental zone may be repealed subject to the same process set forth in this Chapter for establishment of the zone, provided that a minimum period of 12 months has elapsed from the effective date of the ordinance creating the zone before a new petition for the same zone can be submitted.

In addition, the ordinance should allow particular buildings to opt out ( as in Chicago), and the City must require the platform to abide by "homeowner's association rules, condominium agreements, and similar compacts" which often ban this activity (or can).

<sup>\*</sup> Owners refers to all owners, including those who rent a room in their own home.

\*\*We recommend penalties because without them it appears that Airbnb will not comply (as in NYC).

Signed,

#### Short Term Rental Legislation Coalition, developing:

Mary Burke, Director, Over-the-Rhine Community Housing
Cal Cullen, Founder and Director, Wave Pool, Camp Washington Neighborhood
Katy Heins, Senior Organizer, Housing Trust Fund Project, Center for Community Change
Adam Rossi, Chief Shop Steward, UNITEHERE! Cincinnati
Josh Spring, Director, Greater Cincinnati Homeless Coalition
Margy Waller, Resident, Over-the-Rhine Neighborhood



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801670	Communication	Held
	COMMUNICATION, dated 11/02/2018, submitted by Councilmember Mann, from Margy Waller, The Bright Ride Blog, regarding Short Term Rental Legislation Coalition Statement.	
	Introduced: 11/2/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/2/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov

#### Neely, Robert

From:

Paraskevopoulos, Ioanna

Sent:

Wednesday, November 07, 2018 1:28 PM

To:

Neely, Robert; Michael, Rahiel

Cc: Subject: David Mann; Kenkel, Hillary; Autry, Melissa Fwd: [External Email] Yes on Councilmember Mann's proposed Short Term Rental ordinance

201801675

Follow Up Flag:

Follow up

Flag Status:

Flagged

Please add to Tuesday's BF agenda as a communication.

Get Outlook for iOS

From: Julia Elmer < juliaelmer@hotmail.com>
Sent: Wednesday, November 07, 2018 10:48 AM
To: #COUNCIL < #COUNCIL@cincinnati-oh.gov>

Subject: [External Email] Yes on Councilmember Mann's proposed Short Term Rental ordinance

External Email Communication

#### Dear Councilmembers:

My name is Julia Elmer. I'm a Hyde Park resident, and I'm writing to urge you to vote "yes" on Councilmember Mann's proposed Short Term Rental ordinance.

I feel compelled to write to you on this particular ordinance because I'm an urban planner, a keen traveler, and an affordable housing advocate. In fact, I was just at a conference in New York where city planners and economic development professionals were discussing the challenges that short-term rentals present for neighborhoods and for housing markets.

We've strayed so far from the original home sharing motivation for Airbnb that we now have individuals who buy properties for the explicit purpose of renting them out on Airbnb. Individuals who have access to mortgage credit with banks are taking that credit, servicing their mortgages with Airbnb income, and building wealth for themselves in the process. Some of the individuals doing this in Cincinnati are located as far away as Israel.

At this juncture, why shouldn't we take every step possible to become a city that truly prioritizes affordable housing, equity, and the fabric of our neighborhoods?

Other cities have certainly caught on, and I was thrilled to learn from the radio that Cincinnati is trying to do the same. This ordinance is a positive step forward for our city and will not prevent anyone from renting out rooms or even entire properties on Airbnb. What it will do is help fund our Affordable Housing Trust, help ensure that

buildings and neighborhoods commue to be anchored by long-term residems, and place us squarely within the growing group of cities that have realized that short-term rentals can not continue to go completely unregulated.

Please vote "yes" on Councilmember Mann's proposed Short Term Rental ordinance because it's the right thing to do for our city.

Thank you.

Kind regards,

Julia Elmer



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801675	Communication	Held
	COMMUNICATION, dated 11/07/2018, submitted by Councilmember Mann, from Julia Elmer, regarding her support for Councilmember Mann's proposed Short Term Rental ordinance.	
	Introduced: 11/7/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/7/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnati	-oh.gov



November 9, 2018

Via email

Mayor John Cranley
Vice Mayor Christopher Smitherman
President Pro Tem Tamaya Dennard
Council Member Greg Landsman
Council Member David Mann
Council Member Amy Murray
Council Member Jeff Pastor
Council Member Chris Seelbach
Council Member P.G. Sittenfeld
Council Member Wendell Young
City of Cincinnati
City Hall
801 Plum St.
Cincinnati, Ohio 45202

RE: Proposed Short Term Rental Ordinance

Dear Mayor Cranley and City Council Members:

Affordable Housing Advocates (AHA) urges the City of Cincinnati to enact the short term rental ordinance proposed by Councilmember Mann. The expansion of short term rental in Cincinnati should be subject to appropriate regulation similar to what has been done in other cities experiencing the proliferation of short term rentals.

The proposed ordinance attempts to strike a balance that reduces the risk of speculators driving up rental housing prices, protects neighborhood character, promotes tourism and business, and funds affordable housing. Just as hotels are and should be regulated, so too should short term rentals. It also appears that the distinction in the ordinance between hosted and unhosted short term rental is appropriate.

Affordable Housing Advocates makes two suggestions. First we suggest that the ordinance specify that the funds derived from the ordinance for affordable housing be incorporated into a local affordable housing trust fund as it is implemented. Second we suggest that the City of Cincinnati undertake further study to determine if additional protections for neighborhoods are needed once the ordinance is put in place.

City leaders recognize the pressing need for affordable housing. Without appropriate controls, short term rentals can exacerbate an already dire situation. In Hamilton County there is a deficit of 40,000 units of housing available for households that earn 35% of the local AMI; the number of Hamilton County households in poverty has grown by 40% since 2000; for every 100 of the lowest income households in Hamilton County, there are only 28 units of housing that are both affordable and available; and 75% of homeless families seeking emergency shelter are turned away because the family shelters are full. The proposed ordinance is an important step in protecting our neighborhoods and addressing the need for affordable housing.

Sincerely,

Noam Gross-Prinz Board President

**Affordable Housing Advocates** 

117 E. 12<sup>th</sup> Street, Cincinnati, OH 45202-7203 www.affordablehousingcincinnati.org *Mission: To promote the availability of high quality, safe,* accessible, affordable housing in the Greater Cincinnati Area.



201801685

November 9, 2018

Via email

Mayor John Cranley
Vice Mayor Christopher Smitherman
President Pro Tem Tamaya Dennard
Council Member Greg Landsman
Council Member David Mann
Council Member Amy Murray
Council Member Jeff Pastor
Council Member Chris Seelbach
Council Member P.G. Sittenfeld
Council Member Wendell Young
City of Cincinnati
City Hall
801 Plum St.
Cincinnati, Ohio 45202

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Sincerely,

Noam Gross-Prinz Board President

Affordable Housing Advocates

117 E. 12<sup>th</sup> Street, Cincinnati, OH 45202-7203 www.affordablehousingcincinnati.org *Mission: To promote the availability of high quality, safe,* accessible, affordable housing in the Greater Cincinnati Area.



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title **Current Status** 201801685 Communication Held COMMUNICATION, dated 11/09/2018, submitted by Councilmember Mann, from Noam Gross-Prinz, Board President, Affordable Housing Advocates, urging the City of Cincinnati to enact the short term rental ordinance proposed by Councilmember Mann. The expansion of short term rental in Cincinnati should be subject to appropriate regulation similar to what has been done in other cities experiencing the proliferation of short term rentals. Introduced: 11/9/2018 Controlling Body: Budget and Finance Committee **Meeting Date: 11/9/2018** Sponsor(s): Mann **Department:** David Mann Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov

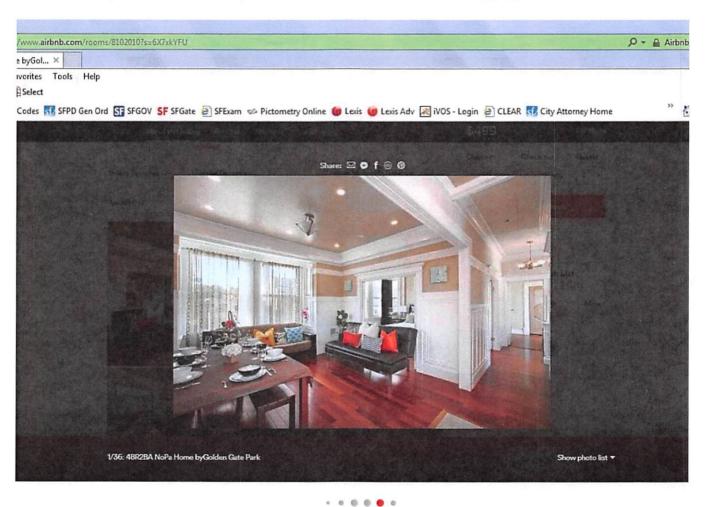
**BIZ & TECH // BUSINESS** 

### SF fines Airbnb landlords \$2.25 million for illegal rentals

#### Carolyn Said

Nov. 5, 2018 Updated: Nov. 5, 2018 7:23 p.m.





An apartment at 826 Masonic is shown with high-end staging for its Airbnb listing photos, and with more-disheveled looking staging before a tour by city investigators. A legal motion says this apartment and others illegally rented on Airbnb had identical staging of Costco bags of fruit and other items to make them appear inhabited by ...

Photo: San Francisco City Attorney's Office

Airbnb crime doesn't pay.

That's the message San Francisco wants to send after a well-heeled couple who turned 14 city apartments into illegal hotels through the vacation-rental service agreed to a \$2.25 million settlement.

Darren and Valerie Lee agreed to pay that amount for penalties and investigation costs. In addition, they are barred for at least seven years from offering short-term rentals in any of the 17 San Francisco buildings they own or manage. The couple had to pledge their real estate as collateral to make sure they pay the fine and comply with the injunction, which was approved Monday in San Francisco Superior Court.

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"The serious financial penalty is an important deterrent," City Attorney Dennis Herrera said in a statement. "It sends a clear message to those looking to illegally profit off of San Francisco's housing crisis: Don't try it. We will catch you."

In a lengthy email, Valerie Lee wrote that the couple felt like they had been martyrs for many others who offered vacation rentals. She said she and her husband appreciated the process of working with Herrera's office on a settlement, which "helped us understand the city's need for affordable housing at a much more in depth level."

The couple settled because they didn't want to waste their or the city's time and resources by arguing about vacation rentals' impact on affordable housing, she said, and now want to focus on ways to help solve that crisis.

Airbnb critics have long charged that illicit hotels are widespread in the city, gobbling precious housing stock, although the Lees' case appears to be an outlier.

"These are not the type of hosts we want on our platform and are glad the city has the tools it needs to enforce the rules," Airbnb said in a statement.

San Francisco's housing crisis spurred stricter enforcement of its vacation rental laws, which took effect early this year, and Airbnb now enforces a "one host, one home" policy in the city, which largely prohibits hosts with multiple listings.

A Chronicle investigation found that listings on vacation-rental sites plunged by more than half once the regulations went into effect.

Starting a year ago, Airbnb and rival HomeAway, faced with a judge's order, began to enforce San Francisco's requirement that all vacation-rental listings register with the city, which checks to ensure that hosts live in the rentals and caps entire-unit rentals at 90 days a year.

If the Lees' behavior occurred on Airbnb today, the company would be on the hook for steep fines and criminal charges. However, when the Lees were renting to tourists, San Francisco had not yet implemented penalties for companies that arrange illicit vacation rentals.

San Francisco actually caught the Lees twice. In 2014 the couple evicted tenants under the Ellis Act to convert a property into short-term rentals. The Lees settled that case for \$276,000 and agreed to an injunction against further vacation rentals in their 17 properties, which collectively have more than 45 units.

However, Herrera's office said, the Lees violated the injunction thousands of times, racking up more than \$900,000 in short-term rentals in just the first 11 months after it was in place. Their take was about \$700,000.

When inspectors came calling, the Lees took what the city called "far-reaching, devious" steps to portray the apartments as being legitimately rented to long-term tenants: enlisting friends, family and associates to pretend that they inhabited the units; drawing up fake leases; and staging the units to appear lived in.

The Lees weren't exactly criminal masterminds, however. The apartments all had identical staging, which the city described: "They had the same Costco food items scattered about, the same arrangement of dirty breakfast dishes in every kitchen sink, same personal products in each bathroom, same damp towels artfully draped over doors as though someone had recently showered, the same collection of shoes and clothes in closets, and the same houseplants in each apartment."

In addition, they used the same IP address to create Airbnb host accounts for 13 of the listings.

The 14 properties were in scattered neighborhoods, including Pacific Heights, Nob Hill, the Mission and North of the Panhandle.

Many were upscale, with prices quoted on Airbnb of \$250 to \$500 a night. One Pacific Heights listing for an "exquisitely renovated home" rented for \$395 to \$595 a night, with a three-night minimum, according to Herrera's 2014 complaint.

Carolyn Said is a San Francisco Chronicle staff writer. Email: csaid@sfchronicle.com Twitter: @csaid

#### San Francisco

HEARST newspapers

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801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801686	Communication	Held
	COMMUNICATION, dated 11/05/2018, submitted by Councilmember Mann, regarding newspaper article on "SF fines Airbnb landlords \$2.25 million for illegal rentals.	
	Introduced: 11/5/2018	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 11/9/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov



Date: November 9, 2018

101801690

To:

Councilmember Jeff Pastor

From:

Paula Boggs Muething, City Solicitor

Subject:

Ordinance - Modifying the Cincinnati Municipal Code for Short Term

Rentals

Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals," in order to authorize operation of short term rentals in the City.

PBM/LDM/(jlk) Attachment 271795-2



### An Ordinance No.

- 2018

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals," in order to authorize operation of short term rentals in the City.

WHEREAS, advances in technology have enabled residential property owners and residents in Cincinnati to connect with potential renters in need of short term accommodations through the use of short term rental websites or other platforms; and

WHEREAS, residents and property owners can earn supplemental income through short term rentals, and the rentals increase tourism, provide access to the City for people who might not otherwise visit, and showcase neighborhoods that tourists may not often visit; and

WHEREAS, Council desires to authorize short term rental activity in the City in order to encourage free enterprise and to allow owners and residents to use their property as they choose, within the parameters of existing and applicable laws, codes, and regulations; and

WHEREAS, short term rentals do not meet existing definitions of rental property or lodging in the Cincinnati Municipal Code, so it is necessary to define certain terms and to clearly authorize that residents and owners may hold out their residential property for short term rental; now, therefore,

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

Section 1. That Chapter 856, "Short Term Rentals," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

#### **Chapter 856 - SHORT TERM RENTALS**

Sec. 856-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

Sec. 856-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental.

#### Sec. 856-1-S. - Short Term Rental.

"Short Term Rental" means:

- (a) Any residential dwelling unit or part thereof;
- (b) Offered or held out to the public for rent as a dwelling, lodging, rooming unit, or sleeping or transient accommodation on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent; and
- (c) For a duration of occupancy of less than thirty consecutive days.

#### Sec. 856-3. - Applicability.

This chapter applies to all short term rentals located in the city of Cincinnati and all operators of short term rentals conducting business in the city of Cincinnati.

#### Sec. 856-5. - Requirements for Short Term Rentals.

- (a) Any owner of a residential dwelling unit and persons authorized by the owner of the unit may operate the unit as a short term rental without the need for registration or licensing provided the short term rental is otherwise operated in compliance with applicable federal, state, and local laws, regulations, ordinances, including applicable building codes, zoning codes, housing codes, and fire codes.
- (b) The operator of a short term rental shall prominently display, on the primary façade or entrance of the short term rental unit, an advisory in the form prescribed by the city manager or his or her designee indicating the following information:
  - (i) Contact information for the operator or, if the operator is not a natural person, a natural person responsible for managing the operation of the short term rental;
  - (ii) Contact information for the police department and fire department that serve the area in which the short term rental is located;
  - (iii) The location of all means of egress from the short term rental; and
  - (iv) A list activities and behaviors prohibited by city law that tend to be associated with the operation of short term rentals.

Section 2. That the proper City officials are hereby authorized to take all actions necessary and proper to implement the provisions of this ordinance.

Section	3. That this ordinance	e shall take effect and	be in force from and after the earlies
period allowed	by law.		
Passed:		, 2018	
			John Cranley, Mayor
Attest:	Clerk		



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801690	Ordinance	Held
	ORDINANCE, dated 11/9/2018, submitted by Councilmember Pastor, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals," in order to authorize operation of short term rentals in the City.	
	Introduced: 11/9/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/13/2018	
	Drafter: Chelsey.Pettyjohn@cincinna	ti-oh.gov

**Beech Acres Parenting Center** Housing Opportunities Made



November 12, 2018 2016 9 /

Dear Mayor Cranley and Honorable Council Members,

I am writing on behalf of our 51 Human Services Chamber members to express support for the short-term rental ordinance proposed by Council Member Mann. If adopted, this ordinance will provide a guaranteed source of revenue of approximately \$1M per year to support affordable housing and eviction prevention initiatives. Additionally, the ordinance will reduce the displacement of low-income residents and loss of affordable housing that can occur when low-cost units are converted to short-term rentals.

At a time when 4,000 families in the City are evicted each year and there is a 25,000-unit shortage of affordable housing for low-income households in urban Hamilton County, the City must make every reasonable effort to preserve and increase the supply of quality, affordable housing. We believe this ordinance strikes a reasonable balance between the rights of property owners to profit from their investments and the obligations of government to ensure that their citizens have quality, affordable housing.

We request that you support the short-term rental ordinance.

Respectfully,

Gina Marsh

**Executive Director** 

Mina March



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title **Current Status** 201801691 Communication Held COMMUNICATION, dated 11/12/2018, submitted by Councilmember Mann, from Gina Marsh Executive Director, Human Service Chamber of Hamilton County, expressing on behalf of the 51 Human Services Chamber members to express support for the short-term rental ordinance proposed by Council Member Mann. If adopted, this ordinance will provide a guaranteed source of revenue of approximately \$1M per year to support affordable housing and evection prevention initiatives. Introduced: 11/12/2018 Controlling Body: Budget and Finance Committee Meeting Date: 11/13/2018 Sponsor(s): Mann **Department:** David Mann Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



November 13, 2018

#### FOR YOUR INFORMATION

To:

Mayor and Members of Council

From:

Patrick A. Duhaney, Acting City Manager

Subject: Short Term Rental Program

201801692

Please see the attached memorandum from the Department of Buildings and Inspections regarding the implementation of a Short Term Rental program. The report outlines how the City would administer this program including anticipated procedures, keys to operation, and potential costs related to the management of the program.

Please let me know if you have any questions.

Attachment

cc: Art Dahlberg, Director, Department of Buildings and Inspections



November 9, 2018

To:

Patrick A. Duhaney, Acting City Manager

From:

Art Dahlberg, Director of Buildings & Inspections

Subject:

FYI: Considerations for Management of Short Term Rentals

This memorandum has been prepared to provide initial information as to how a Short Term Rental program, would be managed given the current draft legislation dated October 11, 2018. Below is a potential outline the program administration, anticipated procedures, keys to the operation, and the potential costs for administering the program.

As presented, the program distinguishes between Hosted and Unhosted Short Term Rental Units. The key distinction lies in the Hosted unit is typically occupied by a permanent resident as an Operator, defined as one who limits the offering of a short term rental unit to Transient Guests for up to 90 days per calendar year. Units offered 91 days or greater per year are considered Unhosted Short Term Rental units. This proposed distinction is critical on two fronts: Hosted Units, with a resident Operator onsite, are often familiar with the unit and neighborhood, and establish a "house quest" relationship with the Transient Guests. The resident Operator often provides direct supervision and assistance during emergency and nuisance situations. Unhosted Units, which by state law and building codes must comprise of 5 or less rentable units within a structure or be defined as a Hotel, in fact, function more like a hotel than a dwelling. As such, Unhosted Units need to have key life safety features constructed in the building that dwellings do not typically require. These necessary features will vary based on the building type and specific property constraints of each individual Unhosted Unit and require a design professional's analysis. Additionally, Unhosted Units, often utilizing property managers and not onsite management, precipitate the need for clear nuisance management parameters to discourage inappropriate behavior of Transient Guests.

Because of these distinctions noted above, the program requires registration for <u>all Short Term</u> Rental Units, and licensing, with additional requirements, for only the Unhosted Units. As proposed, the distinctions between both are as follows:

#### Universal Short Term Rental Registration: Key Points

- 1) Annualized registration and renewal to maintain an accurate record of Operator and Responsible Person information, and establish basic requirements for operation with the Operator. Costs will be established that reflect the increased costs of administrative and inspection staff in Buildings & Inspections to support the enforcement, preliminarily estimated between \$100-\$250/year for registration and renewal.
- 2) Minimum contact information for management and emergency situations, available to the City, public and the occupant. A registration ID is required on all hosting platform listings and displayed onsite to the public at all times, as well as an online registry. A good example of a registry can be viewed by the City of New Orleans. <a href="https://nola.gov/short-term-rentals/">https://nola.gov/short-term-rentals/</a>

- 3) Verification that the Operator has property owner permission, including when applicable, landlord, condominium, and homeowners' association permissions.
- 4) The Operator shall certify compliance with Building, Zoning, Housing and Fire Codes and maximum occupancy of the unit, adequacy of parking, and life safety issues. If desired, Operators may utilize existing B&I Services such as Courtesy Inspections to establish these certifications.
- 5) Verification of law compliance, tax payment and prohibition of discrimination.
- 6) Responsibility of posting on the property of the registration status and the Transient Guests of their responsibilities while lodging onsite.

#### Licensing of Unhosted Units: Key Additional Points

- Certifications listed in Item 4 must be sealed by a registered architect or engineer to insure the design of the unit meets all requirements. This will be administered through existing B&I services, anticipated to be application for Certificate of Occupancy, and when building code updates necessitated, appropriate building permits.
- 2) Proof of liability insurance, beyond homeowners insurance; likely \$1,000,000 minimum.
- 3) Licensure is good for three (3) years and is renewable. However, contact information and management practices are reviewed annually in the registration renewal.
- 4) Random Inspection, per the Periodic Property Inspection Program, Sec. 1104-44, will ensure the property is maintained. Operators are provided 72-hour notice of inspection and the costs are included in the licensing fee.

Lastly, it should be noted that the general public may assume that most Short Term Rental Units are established in Single Dwelling Units, occupied as one dwelling, and to be rented as one dwelling. However, a minority of operators do at times desire to rent Rooming Units within a structure, typically understood as a bedroom with or without a shared bath. It needs to be understood that city Building and Zoning Codes currently define Rooming Houses as providing 3-5 Rooming Units for rent and Hotels as providing 6 or more Rooming Units or Dwelling Units for rent on a transient basis. If any of these types of structures were to request registration/licensure, they may be prohibited by the current short term rental ordinance and additionally may not be a permitted use in many of our zoning districts. Further, they would have to conform to the required commercial building code requirements.

#### Compliance and Management of Nuisance

Compliance for program participation will rely upon citizen complaint as well as registration verification through cross referencing of required Hosting Platform data submissions and independent validation. The proposed nuisance management metric relies on a 'three strikes' principle; if three documented instances of nuisance behavior(s) are verified during an annual registration period, a registration or license will be revoked. Suspensions of registration and licenses can occur if any requests for compliance are not achieved in seven days, while revocation of a license can occur if any requests for compliance are not achieved in 30 days. A short term rental unit shall not be permitted to reregister for 12 months upon revocation and its Operator may not apply for new registrations or licenses during the revocation period. Additionally, many forms of noncompliance, including failure to register, payment the excise tax or falsifying Hosted rental status, may also incur Civil Fines, in addition to suspension and revocation remedy above.

#### General Management

It is envisioned the registration and licensing intake for Short Term Rental Units shall occur with Buildings & Inspections; as most compliance concerns are related to life safety issues concerning the building. This responsibility will include the intake functions, management of

applications, collection of all registration and licensing fees, verification functions by Zoning and Building Plan Examiners; including any necessary building permits associated with the registration/licensing. Building Inspectors will ensure that any construction required as part of the registration procedure is code compliant. Upon satisfactory registration/licensing, management of the operation will occur jointly within Zoning Administration and Property Maintenance Code Enforcement divisions. Citations, and appeals to citations, will be routed to the Office of Administrative Hearings. Management of the Registry website shall reside with Customer Service and Zoning.

Upon receiving approval of the Registration/License, Treasury will be notified of all newly registered and licensed units. Treasury will manage the collection of the Excise Tax referenced in Chapter 315 from Operators, as well as all data and excise tax payments provided by the Hosting Platforms. Treasury and B&I will collaborate during renewal periods by informing B&I of tax compliance status and assisting in the review of Hosting Platform records to ensure all known Unhosted Units have compliant licensing.

Current assumptions for implementation are that the selected Hosting Platforms are intended to be a significant contributor toward regulatory compliance. However, it cannot be assumed such information shall be made available to the city in a manner necessary. Thus, it appears that independent compliance monitoring of all the regulations would be necessary to insure success of the program. However, knowing Hosting Platforms have partnered on information and excise tax collections in other cities, we would anticipate similar support here. Additionally, B&I will work with Operators, Community Councils and the public at large to inform them of the compulsory registration/licensing program and will continue to offer Operator's assistance through open houses, certification assistance, etc. to achieve maximum registration compliance.

#### **Establishing Capacity to Launch**

In regard to management capacity, the framework of the proposed legislation creates additional staffing costs, demands on capacity and initial review leads us to believe additional management tools are needed to implement the program. At present, staff levels currently approved in the budget should allow us sufficient capacity to absorb this program. However, it is anticipated that the following is required for successful implementation that were not anticipated in the department's approved budget for Fiscal 2019:

- <u>Proposed Fee Schedule</u> The fee structure shall account for all the costs incurred to administer the program. The Ordinance allows the City Manager to establish the fees without additional council action. A final proposal shall be advanced prior to adoption of the ordinance.
- Management Software Currently B&I and OPDA are reviewing several platform options to implement and manage the program. We believe that an existing platform and contract might be able expanded to deliver the registration service (OpenCounter) and we are reviewing other vendors including Accela the vendor our permitting system will be converted to. Additionally, we are reviewing the merits of compliance management software that is readily available. Seeing most software is based on the quantity of units in the market, an initial estimate of a year ago would place annualized costs between \$30,000-\$50,000. B&I does not have resources presently in our budget to purchase these necessary components.
- <u>Delayed Launch</u> B&I requests that the Ordinance establish a registration launch date approximately 90 days after the effective date of the ordinance. We presently assume approximately a March 1, 2019 launch date. This Registration launch date should probably differ from the date of any collection of information from the Hosting Platforms, such as January 1, 2019 and/or the launch date for excise tax collection.



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801692	FYI Memo	Held
	FYI MEMO, dated 11/13/2018, submitted by Councilmember Mann, from Patrick A. Duhaney, Acting City Manager, regarding Short Term Rental Program	
	Introduced: 11/13/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/13/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnati-	-oh.gov





# Cincinnati City Council • Budget & Finance Committee November 13, 2018 Comments on Short-Term Rental Legislation Joe Savarise, Executive Director

201801694

Chairman Mann, and members of the Budget & Finance Committee, thank you for the opportunity to add the voice of Cincinnati's hotel and lodging owners, operators, managers and employees to the important and timely discussion regarding short-term online rentals.

Cincinnati's hotel and lodging infrastructure is a critical part of its strong travel economy. Throughout the Greater Cincinnati market, more than 260 licensed traditional hotels and lodging establishments provide 26,000 rooms to visitors from around the world, and service the entire population of our region. There is also much more to come, with exciting new projects and announcements in the pipeline.

Our industry believes that when it comes to providing great experiences for visitors to our community, more choices are a good thing – but they need to be good choices. This principle guides us in advocating for reasonable oversight of short-term rental businesses.

Our goals are simple: guest health and safety come first; steps should be taken to ensure there are no negative impacts on neighbors and neighborhoods; and a level playing field in oversight, regulation, and taxation is necessary.

Cincinnati is fortunate to have a growing number of short-term rental hosts who operate their businesses responsibly, recognize the value of reasonable oversight, and want to participate in efforts to support and grow our travel economy. These individuals are an important, additive part of all that we have to offer as a destination.

At the same time, it is important to recognize the aspects of the short-term rental market which, left unregulated, can produce unintended and damaging impacts. Data shows that a growing portion of business for the largest rental platforms is made up of full-time, non-owner-occupied commercial operators. This type of rental has been shown to change the fabric of neighborhoods, limit affordable housing options for permanent residents, and increase demand for public services.

In worst-case scenarios, some operators attempt to avoid scrutiny and regulation by operating illegal hotels, by listing multiple rooms in a building as individual short-term rental units. Avoiding critical fire safety, health, accessibility and other regulations this way is good neither for visitors, nor Cincinnati's reputation as a "bucket-list, top-ten" destination of choice. This legislation takes some important first steps to effectively prohibit and prevent illegal hotels — one of the most important aspects of oversight.

(continued)

The legislation extends some simple oversight provisions to short-term rentals that already govern other lodging businesses, including registration, liability protections, reporting of data to the city, the ability for the city to inspect when necessary, and provisions to combat public nuisance and illegal activity.

In moving legislation forward, we must also ensure that it holds the rental platforms accountable for being a responsible partner and meeting obligations to the community, while contributing to the local economy in the same way as other businesses. This includes fair application of the taxes paid by other lodging providers to these online platforms.

We don't oppose the concept of a portion of the tax dollars from lodging being applied to affordable housing initiatives. In fact, there is precedent for that under existing lodging taxes in Ohio. We would like to ensure that adequate consideration be given to the need for a fair and uniform taxing model for all entities engaged in the lodging business, and that we address questions about the allocation of those funds in that process.

We must also ensure that as this process moves forward, we carefully weigh the need to address neighbor and neighborhood protections and the critical need to prevent illegal hotels, with the desire not to unintentionally impact traditional lodging businesses and responsible operators.

Cincinnati has taken big steps forward with the introduction of this legislation. We remain supportive of your efforts, and pledge to continue to work in a collaborative and productive manner to help complete the process. We look forward to working with you on the creation of a model which benefits the visitors, operators and our entire community.



801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801694	Communication	Held
	COMMUNICATION, dated 11/13/2018, submitted by Councilmember Mann, from Ohio Hotel & Lodging Association, Greater Cincinnati Lodging Council, Cincinnati Hotel Association, thanking Mr. Mann for the opportunity to add the voice of Cincinnati's hotel and lodging owners, operators, managers and employees to the important and timely discussion regarding short-term online rentals.	
	Introduced: 11/13/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/13/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnat	-oh.gov

201801695

Good afternoon I'm Buddy Goose a resident of Clifton. I'm here to support the development of an ordinance to regulate short term rentals.

I operate a short term rental through AirBnB. My guests come from all over the world and many if not most are coming to Cincinnati for the first time. They come for month long observerships at our amazing University and Chlidren's Hospitals, for short courses at the University of Cincinnati, or when their career requires moving to Cincinnati to find a place to live, to spend time as a visiting professor at the College Conservatory of Music, and for many other reasons.

Shorter term renters are passing through Cincinnati on their way to visit family or to vacation elsewhere, to see a concert or show, to interview for jobs and medical residencies or just to see Fiona at the Cincinnati Zoo.

The first impression these guests have of Cincinnati is the contact with their host. A host that has knowledge of their neighborhood and their city enhances the guest's experience. This first impression is diminished when the host doesn't reside in the short term rental. AirBnB's mission "is to create a world where people can belong through healthy travel that is local, authentic, diverse, inclusive and sustainable." The interaction between the host and guest is central to this mission.

The number of short term rentals in a neighborhood can have a significant impact on the character of the neighborhood. Short term rentals can guide guests to neighborhood businesses and create interactions between guests and neighbors that enhance the character of the neighborhood or they can create a "hotel-like transient feel" to the detriment of the neighborhood character.

I believe short term rentals are overall an asset to Cincinnati. But I encourage you to limit short term rentals geographically, not just by neighborhood but by streets and further to blocks of streets to no more than 5% of residences on a given block and to no more than 3% of the neighborhood.

CARNE CONTRACT

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801 Plum Street Cincinnati, OH 45202

File Number	Title	Current Status
201801695	Communication	Held
	COMMUNICATION, dated 11/13/2018, submitted by Councilmember Mann, from Buddy Goose, regarding his written comments on short term rental through AirBnB.	
	Introduced: 11/13/2018	Controlling Body: Budget and Finance Committee
	Meeting Date: 11/13/2018	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnati-	oh.gov

#### Neely, Robert

From:

Paraskevopoulos, Ioanna

Sent:

Tuesday, November 13, 2018 10:08 AM

To:

Neely, Robert

Cc:

margywaller@gmail.com; Kenkel, Hillary

Subject:

STR Presentation - Please load onto Council Chambers computer

Attachments:

welcome-to-our-neighborhood-pcr7ccznr0kh.zip; STR Presentation.pdf

201801696

Follow Up Flag:

Follow up

Flag Status:

Flagged

Hi Robert,

Can you please load these onto the computer in Council Chambers for BF today? If you have any trouble extracting the first one, let me know and I can come help.

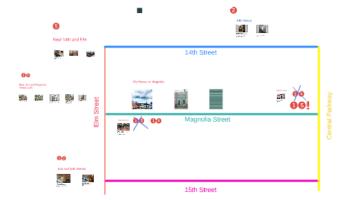
Thanks.

Ioanna

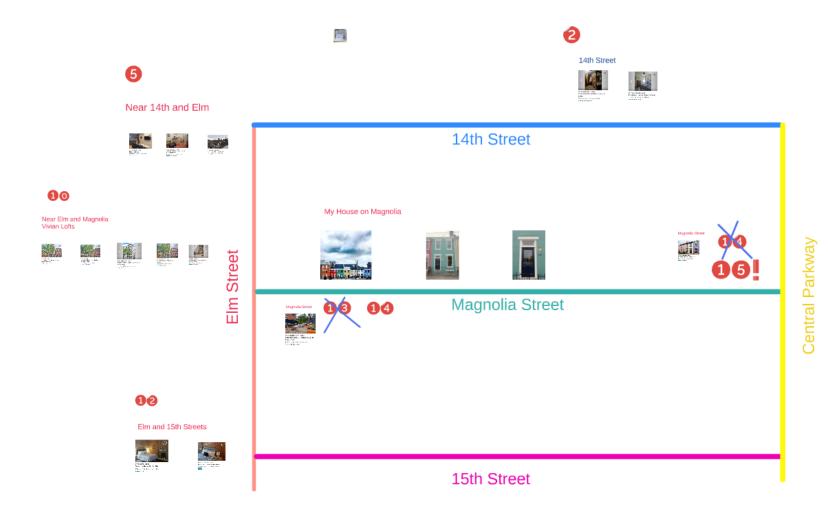
Ioanna Paraskevopoulos Chief of Staff Office of Councilmember David Mann 513-352-4610



### **Welcome to Our Neighborhood**



## Welcome to Our Neighborhood



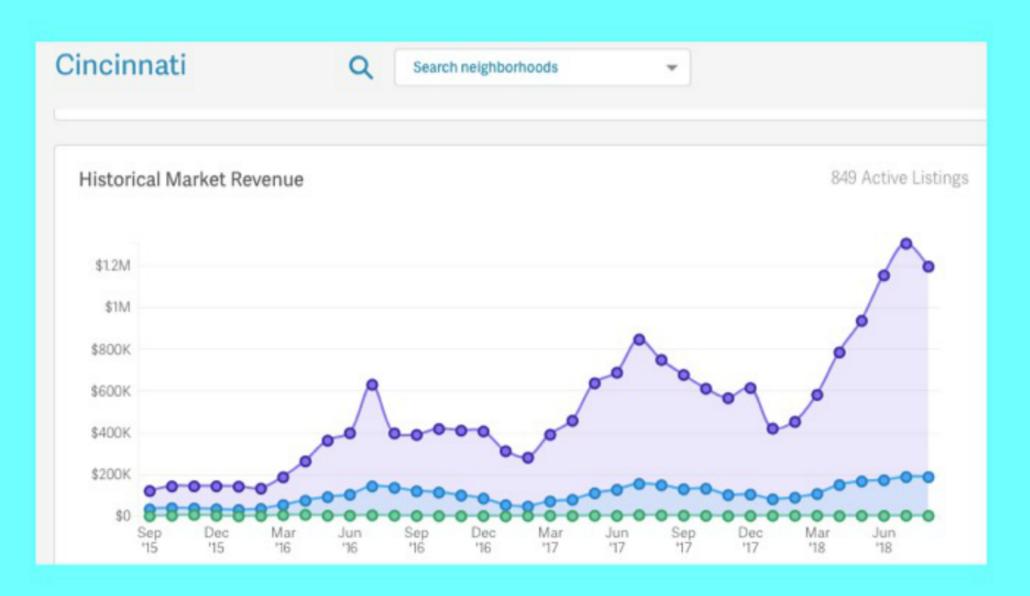
# People Live Here

## Margy Waller

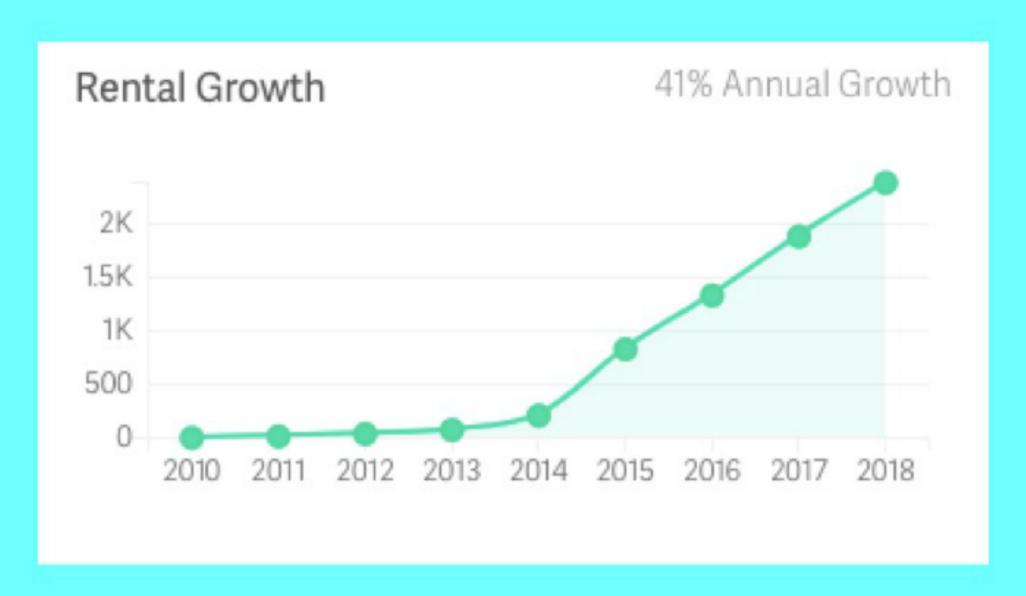
## The Coalition for Sensible Short Term Rental Policy

Residents + Labor + Affordable Housing Developers and Advocates

# Rapid Growth in Airbnb



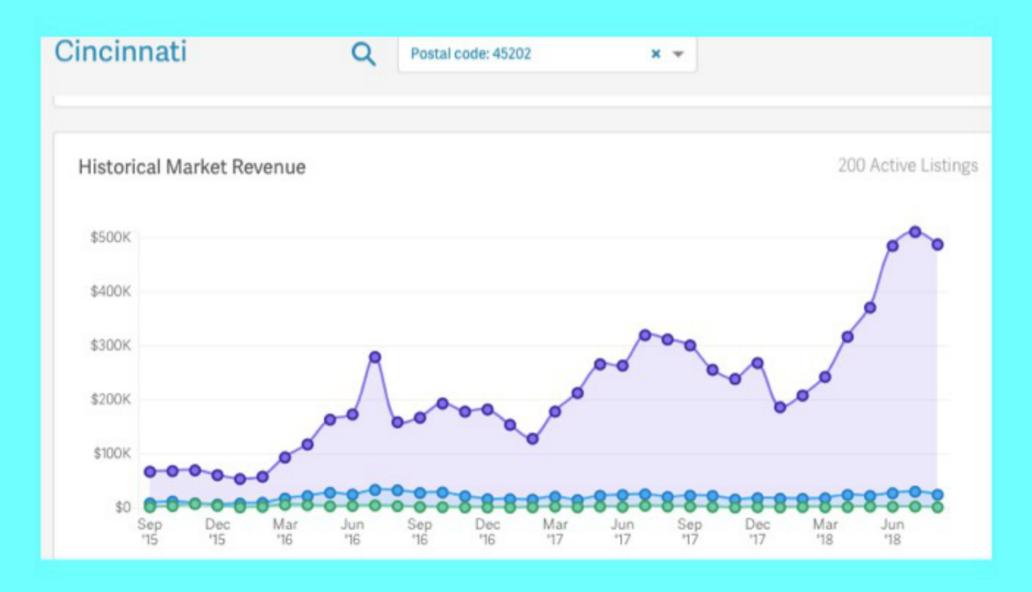
# Cincinnati



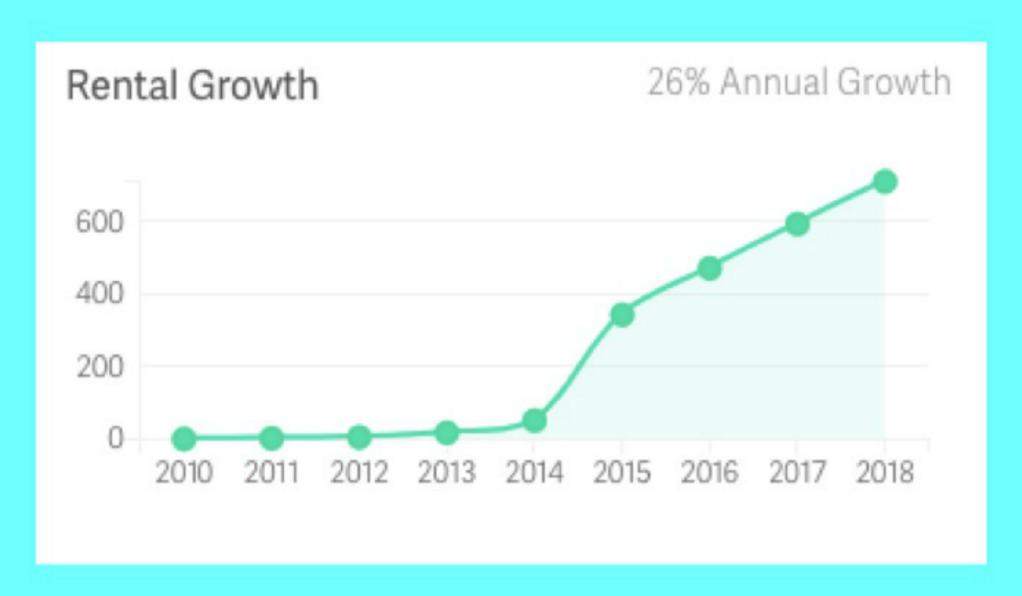
# 45202: Over-the-Rhine

June 2017 \$289,288 June 2018 \$514,116

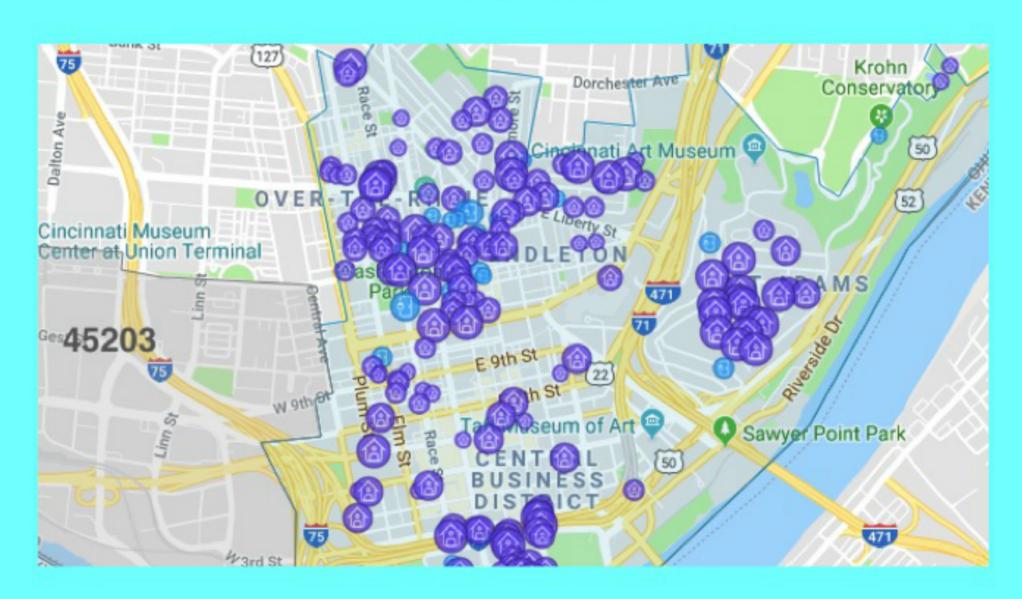
# 45202: Over-the-Rhine



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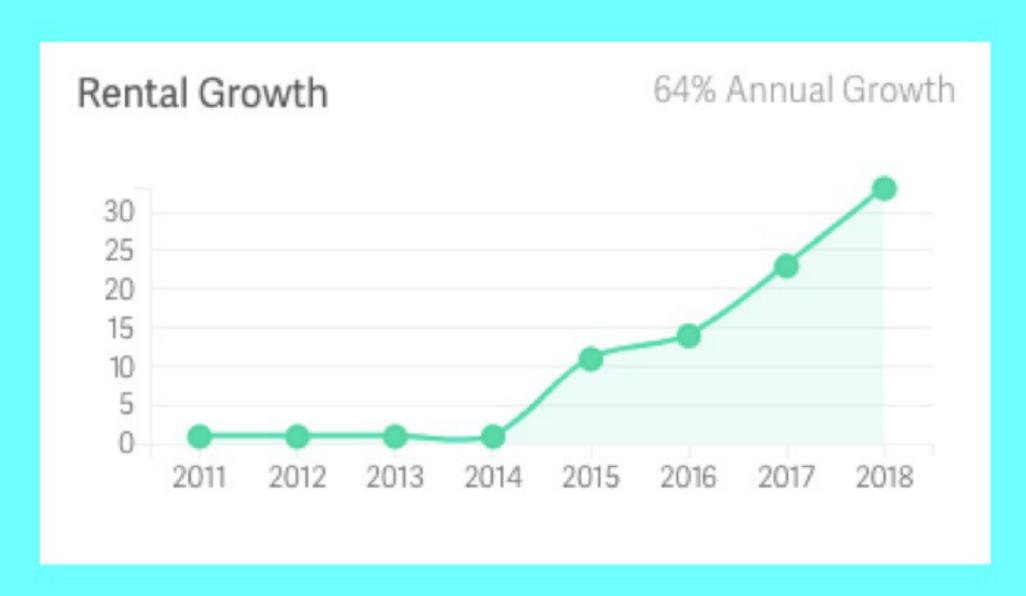
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# 45204: West End

- •June 2017 \$2,649
- •June 2018 \$28,644

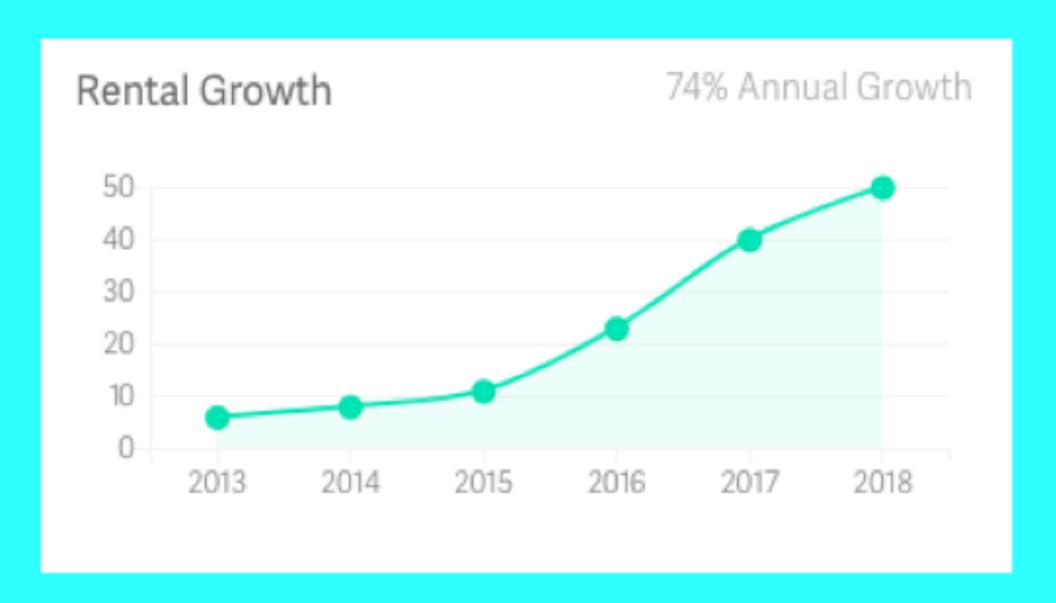
# West End



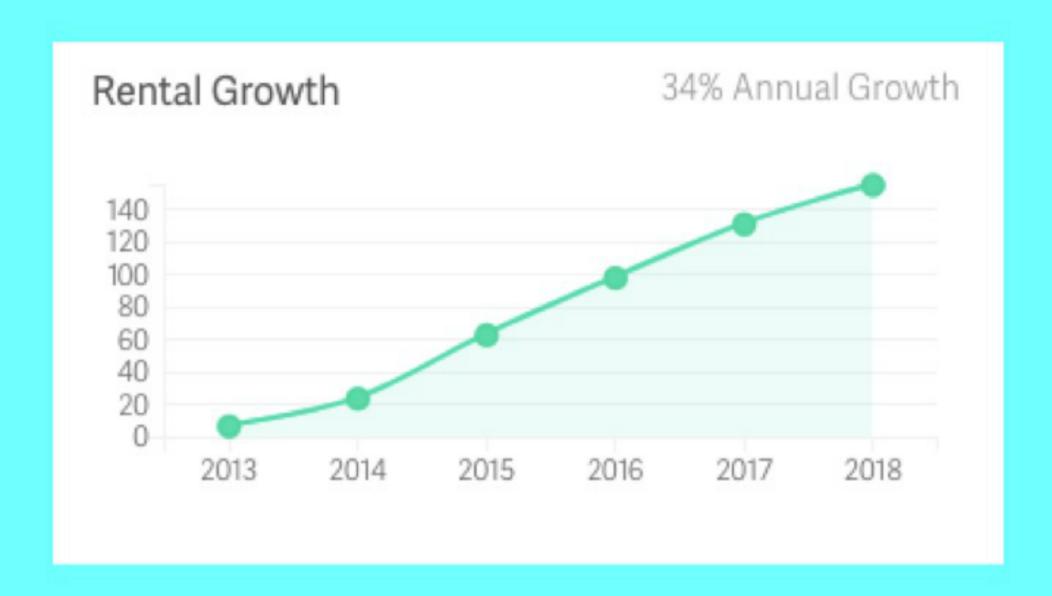
## 45229: North Avondale/Avondale

- •June 2017 \$29,386
- •June 2018 \$45,677

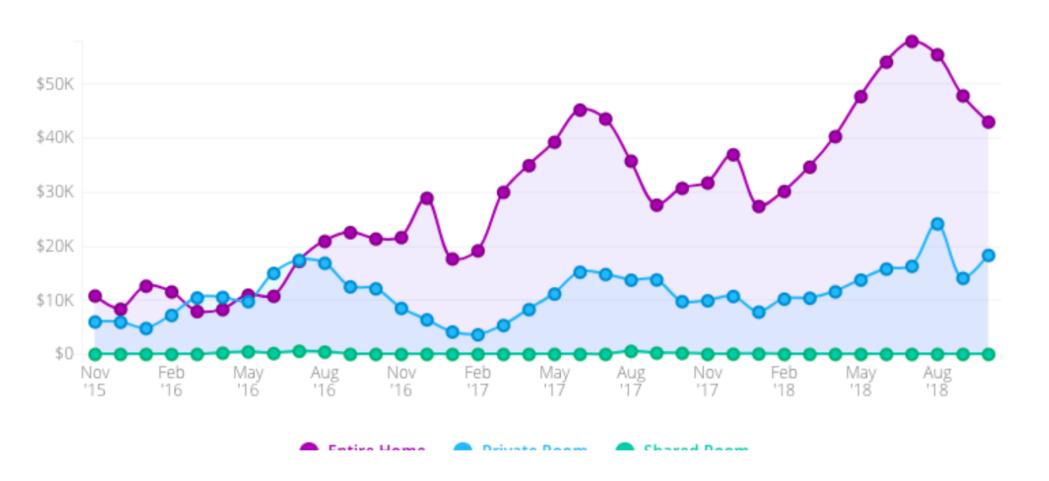
## 45229: North Avondale/Avondale

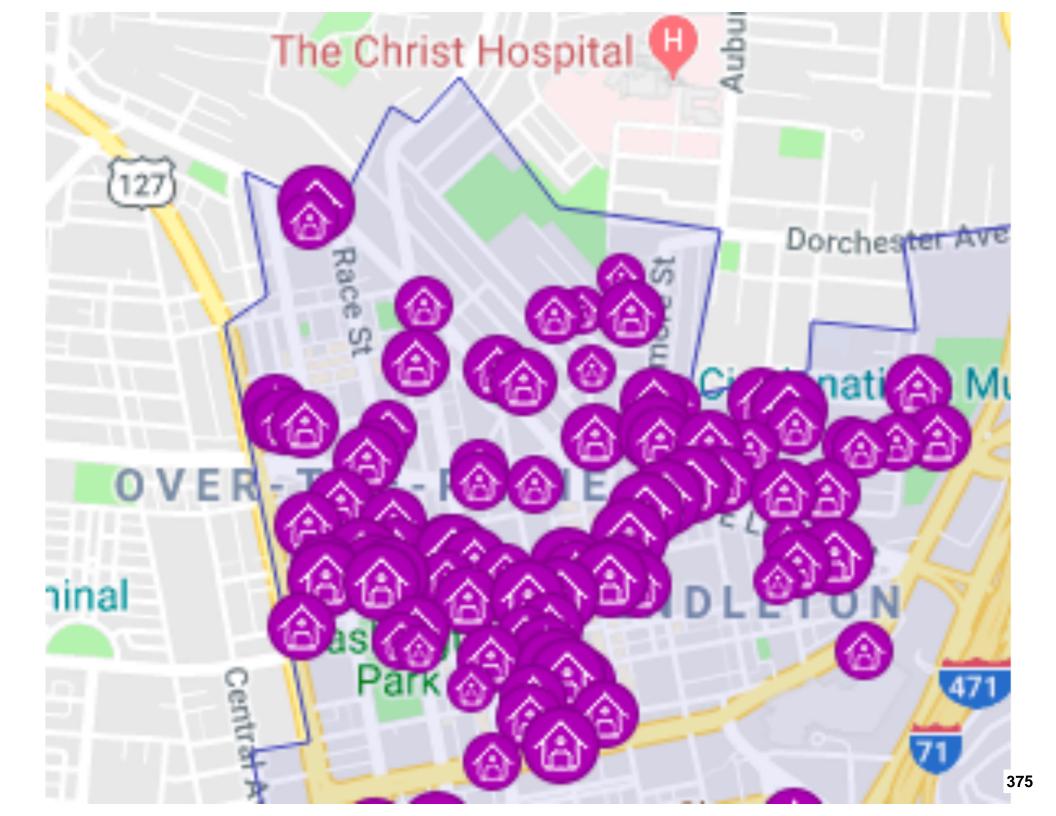


### 45220: Clifton



Historical Market Revenue 54 Active Listings





# 45206: Walnut Hills/EWH

- June 2017 \$47,228
- June 2018 \$74,329

# 45206: Walnut Hills/EWH



### My House on Magnolia





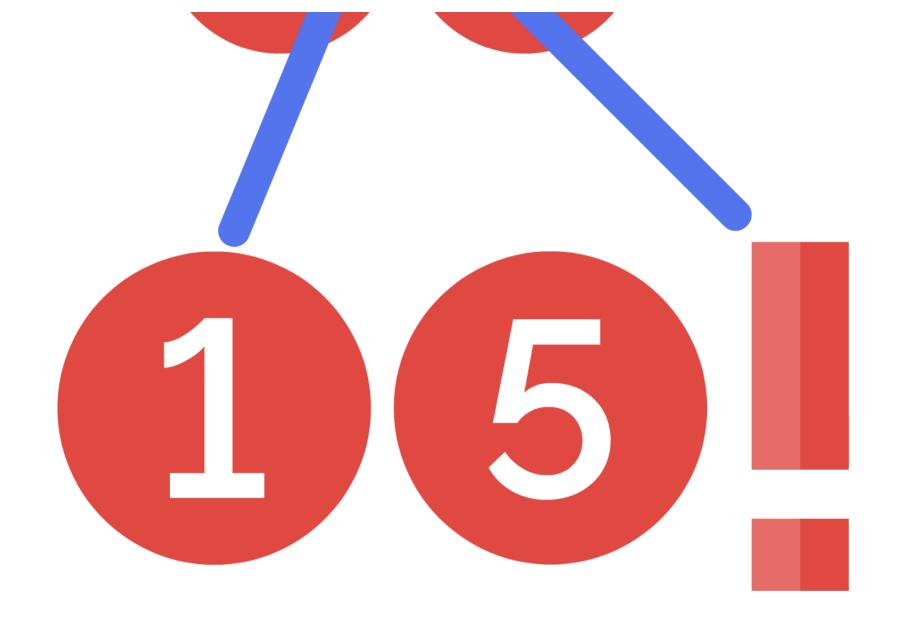




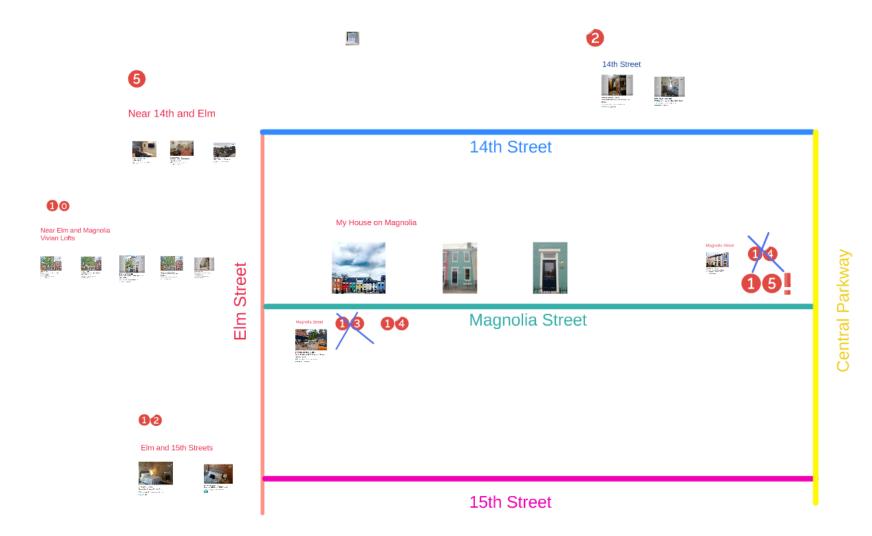


# Magnolia Stre





# Welcome to Our Neighborhood



# Neighbors Disappearing

- Empty units
- Loss of income tax from residents
- Fewer voters for neighborhood
- Degrading civic infrastructure
- Transients don't join local civic groups like community councils
- Disruption of neighborhood culture

# Not Paying Living Wage

Review of Over-the-Rhine Hosts:

only 26% state that they pay living wage to people who clean rentals.

<sup>\*</sup> September 2018

# Makes Housing Shortage Worse

 Units not available to housing market when working families face a severe and growing housing shortage.

- Prices rising for rentals and home purchasers, and taxes rising for families as a result.
- From 2000 to 2014, rents rose at a rate of more than twice the rate of median income, increasing # of households paying too much for rent.

## Policy

- One home/One host or 90 day cap
- Limits on investor and corporate rentals
- No limits on true home-sharing
- Require living wage certification
- Dedicate tax to affordable housing trust fund





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status	
201801696	Communication	Held	
	COMMUNICATION, dated 11/13/2018, submitted by Councilmember Mann, from Margy Waller, regarding "Welcome-to-our-Neighborhood" slides.		
	Introduced: 11/13/2018	Controlling Body: Budget and Finance Committee	
	Meeting Date: 11/13/2018	Sponsor(s): Mann	
	Department: David Mann		
	Drafter: Chelsey.Pettyjohn@cincinnati-	oh.gov	



December 12, 2018

To: Mayor and Members of City Council

From: Patrick A. Duhaney, Acting City Manager

Subject: PARKING AGREEMENT FOR GRANDIN CO LTD AT THE TOWN

**CENTER GARAGE** 

Attached is an Emergency Ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute a *Parking License Agreement* with Grandin Co., Ltd. pursuant to which the company will be permitted to purchase of up to 200 monthly parking permits at the City's Towne Center Garage located at 1251 Central Avenue in Cincinnati.

### **BACKGROUND/CURRENT CONDITIONS**

The Department of Community & Economic Development's Parking Division controls and manages the City's Town Center Garage (TCG). TCG is a 669-space parking garage built in the 1960s. TCG serves downtown employee parking, City fleet vehicles, and special events for Music Hall and Washington Park.

#### **DEVELOPER INFORMATION**

Grandin Co., LTD (Grandin) is a local real estate development company that is headquartered in Over-The-Rhine. The firm is a certified Woman Business Enterprise (WBE) with the City of Cincinnati's Department of Economic Inclusion. The Principal of Grandin is Peg Wyant. Grandin P recently completed the renovation of the former Streitman Bakery into an 88,000 square foot office building on Central Parkway.

### PROJECT DESCRIPTION

Grandin has approached the Department of Community & Economic Development (DCED) to secure an agreement for 200 monthly parking passes for TCG at the posted monthly rate for the garage. Grandin intends to offer this parking to prospective office tenants who desire to secure parking on behalf of their employees. DCED is recommending this agreement to help Grandin attract suburban companies who require parking for their employees as a part of their site selection criteria.

.

Parking Agreement Grandin Co. LTD Page 2 of 2

### PROPOSED AGREEMENT

DCED is recommending that the City provide a parking agreement with Grandin Properties for 200 monthly parking passes at the monthly rate determined by the City. The agreement would require that as Grandin signs tenants who request parking passes, Grandin would commence paying for those parking spaces it has requested out of the total 200. Depending on Grandin's success in landing new tenants and the parking needs of those tenants, it may take up to 24 months for Grandin to request all 200 monthly parking passes. While there is presently capacity in the TCG for 200 additional monthly parking passes, Grandin would commence paying for all 200 spaces as soon as DCED is unable to fulfill new requests for monthly parking passes.

Grandin has requested a five-year term for the monthly parking passes with two five-year renewals which requires City Council approval as it is a property interest that exceeds one year

### **RECOMMENDATION**

The Administration recommends approval of this Ordinance.

Copy: Philip M. Denning, Director, Department of Community & Economic Development

### **EMERGENCY**

### City of Cincinnati



### An Ordinance No.

- 2018

**AUTHORIZING** the City Manager to execute a *Parking License Agreement* with Grandin Co., Ltd. pursuant to which the company will be permitted to purchase of up to 200 monthly parking permits at the City's Towne Center Garage located at 1251 Central Avenue in Cincinnati.

WHEREAS, the City of Cincinnati owns the Towne Center Garage located at 1251 Central Avenue, adjacent to Music Hall, in Cincinnati, which is under the management and control of the Parking Division of the City's Department of Community and Economic Development; and

WHEREAS, Grandin Co., Ltd. ("Grandin") conducts business in the vicinity of the Garage and desires to purchase up to 200 monthly parking permits in the Garage for its tenants and employees, at the prevailing monthly parking rate established from time to time by the City; and

WHEREAS, in order to facilitate Grandin's business, thereby helping to preserve jobs and improving the economic welfare of the City, the City is agreeable to selling up to 200 monthly parking permits in the Garage to Grandin on the terms and conditions set forth in *Parking License Agreement* attached to this ordinance as Attachment A; and

WHEREAS, the *Parking License Agreement* provides for an initial term of 5 years, with two 5-year renewal periods, subject to the parties' early termination rights provided for therein; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Parking License Agreement* with Grandin Co., Ltd., in substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will agree to sell up to 200 monthly parking permits to the company in the City's Towne Center Garage located at 1251 Central Avenue in Cincinnati.

Section 2. That the fees paid by the company under the *Parking License Agreement* shall be deposited into Parking System Facilities Fund 102.

Section 3. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of the *Parking License Agreement* and this ordinance, including, without limitation, executing any and all ancillary agreements and documents.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the City's Parking Division to immediately begin selling monthly parking permits to the company for use by its tenants and employees, for the economic welfare of the City.

Passed:		, 2018	
			John Cranley, Mayor
Attest:	Clerk		

#### Attachment A

Contract No.:	

#### PARKING LICENSE AGREEMENT TOWNE CENTER GARAGE

THIS PARKING LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), and GRANDIN CO., LTD, an Ohio limited liability company, whose principal office is located at 1308 Race Street, Suite 200, Cincinnati, Ohio 45202 ("Licensee").

#### Recitals:

- A. The City owns the Towne Center public parking garage located at 1251 Central Avenue, Cincinnati, Ohio 45202, with a capacity of 689 spaces (the "Garage").
- B. Licensee desires to purchase up to 200 monthly parking permits in the Garage, over an extended period of time, to provide parking for its tenants, employees, agents, or other associates (its "Parking Permit Holders"), and the City is agreeable to the same pursuant to the terms of this Agreement.
- C. Granting Licensee the right to use up to 200 parking spaces in the Garage (the "**Total Reserved Spaces**") is tantamount to a right-of-entry, which, if the term exceeds one year, requires approval by City Council under Cincinnati Municipal Code Section 331-9 (*Sale, Lease, or Use of City-Owned Real Property Without Council Approval*).
- D. The City's execution of this Agreement was authorized by City Council by Ordinance No. \_\_\_\_\_\_\_\_, 2018, passed on \_\_\_\_\_\_\_\_, 2018.

**NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

#### 1. TERM.

- (A) Initial Term; Automatic Renewals (5 years, with two 5-year renewals). The initial term of this Agreement will be for 5 years, commencing on the Effective Date (\_\_\_\_\_\_\_, 2018) and expiring on \_\_\_\_\_\_, 2023, unless extended or sooner terminated as herein provided. Unless sooner terminated in accordance with the termination provisions hereof, the initial term shall automatically be extended for two additional 5-year periods (each, an "Automatic Renewal Period"). The Agreement may be continued upon the expiration of the second Automatic Renewal Period, on a month-to-month basis, but only if mutually agreed to by both parties and set forth in a written amendment to this Agreement; otherwise, this Agreement will automatically terminate upon the expiration of the second Automatic Renewal Period.
- (B) <u>Early Termination by Licensee</u>. Licensee shall have the right to terminate this Agreement, at any time and for any reason, by delivering to the City a written notice of termination no less than 30 days prior to the effective date of such termination. As a condition of the City's willingness to enter into this Agreement, Licensee acknowledges and agrees that, if for any reason the City is unable to make all or any of the Total Reserved Spaces available to Licensee (either due to maintenance/repairs, alterations, demolition, damage by fire or other casualty, etc.), the City shall not be deemed to be in default under this Agreement and shall not be liable for any costs or damages suffered or incurred by Licensee; but rather Licensee's sole remedy shall be to exercise its right to terminate this Agreement under this paragraph.
- (C) <u>Early Termination by City</u>. The City shall have the right to terminate this Agreement upon 30 days' written notice to Licensee if any of the following occur: (a) if Licensee at any time fails in the performance of any of the terms and conditions of this Agreement and such failure continues for 30 days after written notice thereof from the City; (b) if Licensee files a petition in bankruptcy or if an entry of a judgment of bankruptcy is filed against Licensee; (c) if all or any part of the Garage shall be destroyed or

damaged by fire or other casualty such that there are not enough parking spaces in the Garage available to satisfy Licensee's parking needs. Upon the termination of this Agreement, Licensee shall pay the Total Monthly Fee through the effective date of the termination.

- 2. NUMBER OF RESERVED PARKING SPACES. The City shall make available, on a monthly basis, up to 200 parking permits for parking spaces in the Garage for use by the Parking Permit Holders (the "Total Reserved Spaces"). There shall be no specific parking spaces designated or numbered for use by the Parking Permit Holders; rather, they may park in any vacant parking space in the Garage. The 200 Total Reserved Spaces shall remain available to Licensee until Licensee requests parking passes for any of these spaces. Once Licensee requests parking passes for a particular number of parking spaces for use by its Parking Permit Holders, those parking spaces shall be referred to as "Utilized Parking Spaces", and the remaining spaces shall be referred to as "Unused Parking Spaces." The parties acknowledge that the number of Utilized Parking Spaces and Unused Parking Spaces may vary from time to time (so long as the total does not exceed 200).
- FEE FOR UTILIZED PARKING SPACES. Licensee shall pay the monthly fee established for all spaces rented on a month-to-month basis at the Garage (the "Monthly Rate") for each of the Utilized Parking Spaces. The Monthly Rate at the time of execution of this Agreement is Forty and 00/100 Dollars (\$40.00) per month, per parking space. The City has the right to review and adjust the Monthly Rate at any time, at the City's sole discretion. Licensee will be notified at least thirty (30) days in advance should the Monthly Rate be changed. The total fee for a particular month shall be calculated based on the number of Utilized Parking Spaces for that month multiplied by the Monthly Rate for that month (referred to herein as the "Total Monthly Fee"). Licensee shall pay the Total Monthly Fee to the City on or before the last business day of each month, in advance for the next month. If the City does not receive the Total Monthly Fee within five (5) days after the due date, the City shall have the right to deactivate the Cards (defined below) for the Utilized Parking Spaces on the sixth (6th) day after the due date. Notwithstanding the notice and cure period provided for in paragraph 1(C) hereof, Licensee's failure to pay the Total Monthly Fee prior to the expiration of such 5-day grace period shall constitute an immediate default under this Agreement, whereupon the City shall have the right to terminate this Agreement by delivering a written notice of termination to Licensee. Payments shall be sent to Allpro Parking, LLC, 602 Main Street, Cincinnati, OH 45202. Payments shall be made payable to "Treasurer, City of Cincinnati" or such other entity as the City designates. In addition to all other rights and remedies hereunder, the City reserves the right to impose late charges and to charge interest on late payments. All rights and remedies of the City under this Agreement are cumulative.
- 4. <u>FEE FOR UNUSED PARKING SPACES IF GARAGE REACHES CAPACITY</u>. Licensee shall pay only for the Utilized Parking Spaces until such time as the parking spaces in the Garage requested to be used for monthly parking (including the Total Reserved Spaces) exceeds the capacity of the Garage. At such time as the City is unable to fulfill a request for monthly parking passes from a third party because the number of monthly parking passes would exceed the capacity of the Garage, Licensee will be required to commence paying for Unused Parking Spaces as well as all Utilized Parking Spaces, all at the Monthly Rate. In the alternative, Licensee could at that time request that this Agreement be modified to reduce the number of Total Reserved Spaces to a number that would enable the City to fulfill the pending request from the third party for monthly parking.

[For example: Assuming the total number of parking spaces in the Garage remains at 689, then, if, at some point in time, the number of Utilized Parking Spaces is 100 and the number of Unused Parking Spaces is 100, and the City has issued parking passes to third parties for all of the remaining parking spaces (689-200 = 489) (i.e., the Garage is at capacity), then (and unless Licensee agrees to amend this Agreement by reducing the number of Total Reserved Spaces to below 200), if and when the City receives a request by a third party to obtain a monthly parking pass in the Garage (which the City will be unable to fulfill because the Garage is at capacity), Licensee must commence to pay the Monthly Rate for all of the Unused Parking Spaces.]

5. FEE CHARGED BY LICENSEE TO PARKING PERMIT HOLDERS. Licensee shall not charge its Parking Permit Holders an amount that is in excess of the Monthly Rate that is in effect from time to time

under this Agreement (i.e., Licensee shall not make a profit by inflating the fee), with the exception of a small administrative fee of no more than 5% of the Monthly Rate.

- **THIRD-PARTY PARKING MANAGER.** The City currently utilizes AllPro Parking (the "Parking Manager"; such term to include any successor management company utilized by the City) to manage the Garage on behalf of the City. Licensee acknowledges that some of the actions and obligations of the City under this Agreement, including without limitation maintenance obligations, may be carried out by the Parking Manager staff, rather than by City employees.
- 7. HOURS OF ACCESS; ACCESS CARDS. The City shall make the parking spaces available to Licensee 24 hours per day, 7 days per week, except as provided below. The City shall issue Licensee the parking permits in the form of electronic encoded plastic cards (the "Cards"). If a Card is lost, stolen, or damaged beyond ordinary wear and tear, the City shall provide Licensee with a replacement Card. Licensee should inform the Parking Manager of the Card's disappearance in writing, at Allpro Parking, LLC, 602 Main Street, Cincinnati, OH 45202, and may also contact them at 513-258-8288. The replacement Card will be provided within one business day of receipt of this written notification. Each lost or stolen card will be deactivated by the City as soon as possible after notice is provided. For each replacement Card issued by the City as a result of a Card being lost, stolen, or damaged, Licensee shall be charged a replacement Card fee in the amount of \$10.00 (subject to change, at the City's discretion, so long as the same replacement fee is charged to all users of the Garage).
- 8. <u>EVENT PARKING</u>. Outside of Monday through Friday, 6AM-6PM ("Normal Business Hours"), City may sell event parking in the Garage. For an event that requires the sale of parking partially within Normal Business Hours, City may sell event parking spaces in the Garage as they become available but shall allow normal in-and-out movement of Licensee permit holders until the cessation of Normal Business Hours. During event parking, Licensee's permit holders shall not park in the Garage; provided that nothing in this paragraph shall be construed to require any Licensee permit holder to move their vehicle out of the Garage during special events and after Normal Business Hours under circumstances where a Licensee permit holder initially accessed the Garage and parked their vehicle in the Garage during Normal Business Hours. City shall provide notice to Licensee of a special event prior to the date of the event.
- **9. TEMPORARY CLOSURE OF GARAGE FOR MAINTENANCE.** The City shall be responsible for all maintenance, repair, and alterations to the Garage. The City shall retain control of the Garage at all times and shall have the right to temporarily clear and close the Garage or any part thereof in the event of maintenance, repairs, alterations, or emergencies. The City shall make all reasonable efforts to maintain as much of the Garage open as possible. Except in emergency situations, the City shall give Licensee notice of any closing of all or part of the Garage, and estimate of the duration of the closure, at least 7 days prior to the closure; whereupon Licensee shall notify the Parking Permit Holders of such closure. If the City completely closes the Garage for a period in excess of 7 consecutive days, the Total Monthly Fee shall be reduced to \$0.00 from and after the 7-day period, until such time as the Garage is re-opened. (There shall be no abatement of the Total Monthly Fee if the Garage is closed for less than 7 consecutive days, nor shall there be any partial abatement of the Total Monthly Fee if only a portion of the Garage is closed for longer than 7 consecutive days. Licensee acknowledges that the primary purpose of the foregoing to reduce the administrative burden on the City and Parking Manager.)
- 10. <u>DEMOLITION, RENOVATION, OR RECONSTRUCTION OF GARAGE</u>. Notwithstanding anything in this Agreement to the contrary, the City may determine, in its sole discretion, to undertake demolition, renovation, or reconstruction of the Garage that may require the removal of some or all of the parking spaces within the Garage for an extended period of time (or permanently in the event the City demolishes the Garage). In such event, the City will undertake, at no cost to the City, commercially reasonable efforts to assist Licensee in finding nearby replacement parking spaces elsewhere, equal to the number of Utilized Parking Spaces being utilized at that time (the "Replacement Parking Spaces"), either in a parking garage or surface parking lot owned and controlled by the City or by a third party. The City will work cooperatively with Licensee to assist in finding replacement parking, in the same way the City will work with other entities that have a large number of monthly parking permits for parking at the Garage. If the Replacement Parking Spaces are located in another garage or parking lot owned and controlled by the City, the fee for the

Replacement Parking Spaces shall be the prevailing fee for monthly parking for all users of that City-owned garage or parking lot. If the Replacement Parking Spaces are located in a garage or lot owned or managed by a third party, the fee for the Replacement Parking Spaces will be the rate negotiated between Licensee and the third party.

- 11. <u>RULES AND REGULATIONS</u>. Licensee and its Parking Permit Holders shall abide by the rules and regulations of the City and the Parking Manager in the use of the Garage, as the same may be modified from time to time. Copies of such rules and regulations, and modifications thereof, shall be provided to Licensee for distribution to the Parking Permit Holders.
- 12. <u>NO LIABILITY FOR CITY</u>. The City assumes no responsibility or liability whatsoever for any loss, damage or theft of any automobile or any article of personal property left therein or elsewhere in the Garage, no matter how caused; and as a material inducement to the City to enter into this Agreement, Licensee, and on behalf of its insurers and the Parking Permit Holders, waives all claims against the City in connection with any such loss, damage or theft.
- 13. <u>INDEMNIFICATION</u>. As a material inducement to the City to enter into this Agreement, Licensee shall indemnify, protect, and hold harmless the City, Parking Manager and their respective employees, representatives, agents, contractors and subcontractors (the "Indemnified Parties"), from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature, caused by, or in any way connected with, or arising out of this Agreement or the use of the Garage by the Parking Permit Holders. In the event any such action is brought against any of the Indemnified Parties, Licensee shall defend them with legal counsel reasonably acceptable to the Indemnified Party and shall pay for losses, damages, injuries, claims, demands, expenses and judgments arising therefrom. All obligations and liabilities of Licensee under this Agreement that have accrued but have not been fully performed as of the termination of this Agreement, including without limitation indemnity obligations, shall remain in full force and effect following such termination, until fully performed.
- 14. <u>INSURANCE</u>. Licensee shall at its own expense during the term hereof maintain and deliver to the City a Commercial General Liability insurance policy pertaining to its use of the Garage, naming the City as an additional insured, in an amount no less than \$1,000,000 per occurrence/\$2,000,000 combined single limit, or in such greater amounts or with such other coverages as may be required by the City's Division of Risk Management. Such policies shall be in such form and with such insurance companies reasonably satisfactory to the City. Failure to provide evidence of such insurance upon the City's request shall be grounds for immediate termination of this Agreement.
- 15. NOTICES. All notices shall be personally delivered or sent by U.S. mail addressed to the parties as follows or addressed in such other way in respect to either party as that party may from time to time designate. Licensee shall promptly notify the City of any change of address. If Licensee sends a notice to the City that the City is in default under this Agreement, Licensee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202:

City:Licensee:City of CincinnatiGrandin Co., Ltd.Division of Parking Facilities1308 Race Street, Suite 200300 W. 6th StreetCincinnati, OH 45202Cincinnati, OH 45202Attention:Attention: Dan Fortinberry

If Licensee sends a notice to the City alleging a default of the City under this Agreement, Licensee shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

- 16. <u>NO ASSIGNMENT</u>. Licensee shall not assign or transfer its interest in this Agreement without the prior written consent of the City. (Licensee's issuance of Cards to the Parking Permit Holders shall not be deemed as an assignment under this Agreement.)
- 17. NON-EXCLUSIVE AGREEMENT. The parking rights granted to Licensee hereunder are non-exclusive Agreement. The City may enter into the same or a similar agreement with other licensees for parking at the Garage at any time during the term of this Agreement.
- 18. GOVERNING LAW. The laws of the State of Ohio and City of Cincinnati shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Licensee agrees that venue in such court is proper. Licensee waives trial by jury with respect to all matters arising under this Agreement.
- **19. WAIVER.** This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- **20. ENTIRETY.** This Agreement and the exhibits and attachments, if any, hereto constitute the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- **21. SEVERABILITY.** This Agreement shall be severable, and 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.
- **22. AMENDMENT.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto.
- 23. **EXHIBITS.** The following exhibits are attached hereto and made a part of this Agreement: none.

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		GRANDIN CO., LTD.			
By:Patrick Duhaney, Acting City Manager		_ By:	By:Printed Name:		
		Printed Name:			
Date:	, 2018	Title:			
		Date:	, 2018		
RECOMMENDED BY:					
Philip M. Denning, Dire Department of Commu	ector nity and Economic Devel	- opment			
APPROVED AS TO FO	ORM BY:				
Assistant City Solicitor		_			
Certified Date: Fund/Code:		_			
Amount:		- -			

Reginald Zeno, City Finance Director



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status	
201801856	Ordinance	Held	
	Manager, on 12/12/2018, AUTHOR License Agreement with Grandin C	mitted by Patrick A. Duhaney, Acting City EIZING the City Manager to execute a Parking o., Ltd. pursuant to which the company will be monthly parking permits at the City's Towne ntral Avenue in Cincinnati.	
	Introduced: 12/12/2018	Controlling Body: Budget and Finance Committee	
	Meeting Date: 12/12/2018	Sponsor(s): City Manage	
	Department: City Manager		
	Drafter: Chelsey.Pettyjohn@cincinnati	-oh.gov	



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

Title File Number **Current Status** 201801883 Motion Held MOTION, submitted by Vice Mayor Smitherman, WE MOVE the Administration provide a report analyzing the appropriateness of the current salary range for the position of City Manager and in particular, the compensation paid to City Manager Patrick Duhaney. The report should contain information regarding past compensation amounts provided to former City Managers of Cincinnati, as well as benchmarking information for comparably-sized cities with similar duties and responsibilities to those required by the City Charter. We wish to ensure the City Manager's salary is commensurate with his peers and with his responsibilities. My office will bring legislation forward to correct underpayment and to ensure any change in salary is retroactive to December 12, 2018. Introduced: 12/19/2018 Controlling Body: Budget and Finance Committee Meeting Date: 12/19/2018 Sponsor(s): City Manager and Budget and Finance Committee **Department:** Budget and Finance Committee Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov

#### EMERGENCY

# City of Cincinnati

LDM/B/PFm/CHS

# An Ordinance No.

- 2019

**AUTHORIZING** the City Manager to execute a *Parking License Agreement* with Grandin Co., Ltd. pursuant to which the company will be permitted to purchase up to 200 monthly parking permits at the City's Towne Center Garage located at 1251 Central Avenue in Cincinnati.

WHEREAS, the City of Cincinnati owns the Towne Center Garage ("Garage") located at 1251 Central Avenue, adjacent to Music Hall, in Cincinnati, which is under the management and control of the Parking Division of the City's Department of Community and Economic Development; and

WHEREAS, Grandin Co., Ltd. ("Grandin") conducts business in the vicinity of the Garage and desires to purchase up to 200 monthly parking permits in the Garage for its tenants and employees, at the prevailing monthly parking rate established from time to time by the City; and

WHEREAS, in order to facilitate Grandin's business, thereby helping to preserve jobs and improving the economic welfare of the City, the City is agreeable to selling up to 200 monthly parking permits in the Garage to Grandin on the terms and conditions set forth in *Parking License Agreement* attached to this ordinance as Attachment A, in exchange for which Grandin will be required to surrender its use of approximately 60 parking spaces at Washington Square Park Garage so that such spaces can be made available for use by Cincinnati Public School employees, staff, and students from the School for Creative and Performing Arts; and

WHEREAS, the *Parking License Agreement* provides for an initial term of 5 years, with two 5-year renewal periods, subject to the parties' early termination rights provided for therein; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Parking License Agreement* with Grandin Co., Ltd., in substantially the form attached to this ordinance as Attachment A, pursuant to which (i) the City of Cincinnati will agree to sell up to 200 monthly parking permits to the company in the City's Towne Center Garage located at 1251 Central Avenue in Cincinnati, and (ii) the company will surrender its use of approximately 60 parking spaces at Washington Square Park Garage.

Section 2. That the fees paid by the company under the *Parking License Agreement* shall be deposited into Parking System Facilities Fund 102.

Section 3. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of the *Parking License Agreement* and this ordinance, including, without limitation, executing any and all ancillary agreements and documents.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the City's Parking Division to immediately begin selling monthly parking permits to the company for use by its tenants and employees, for the economic welfare of the City.

Passed:	, 2019	
		John Cranley, Mayor
Attest:	llerk	

#### Attachment A

Contract No.:	

## PARKING LICENSE AGREEMENT TOWNE CENTER GARAGE

THIS PARKING LICENSE AGREEMENT (the "Agreement") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "City"), and GRANDIN CO., LTD, an Ohio limited liability company, whose principal office is located at 1308 Race Street, Suite 200, Cincinnati, Ohio 45202 ("Licensee").

#### Recitals:

- A. The City owns the Towne Center public parking garage located at 1251 Central Avenue, Cincinnati, Ohio 45202, with a capacity of 689 spaces (the "Garage").
- B. Licensee desires to purchase up to 200 monthly parking permits in the Garage, over an extended period of time, to provide parking for its tenants, employees, agents, or other associates (its "Parking Permit Holders"), and the City is agreeable to the same pursuant to the terms of this Agreement.
- C. Granting Licensee the right to use up to 200 parking spaces in the Garage (the "Total Reserved Spaces") is tantamount to a right-of-entry, which, if the term exceeds one year, requires approval by City Council under Cincinnati Municipal Code Section 331-9 (*Sale, Lease, or Use of City-Owned Real Property Without Council Approval*).
- **NOW, THEREFORE**, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

#### 1. <u>TERM</u>.

- (A) Initial Term; Automatic Renewals (5 years, with two 5-year renewals). The initial term of this Agreement will be for 5 years, commencing on the Effective Date (\_\_\_\_\_\_\_\_, 2019) (defined on the signature page hereof as the date of the City Manager's execution of this Agreement) and expiring on \_\_\_\_\_\_\_, 2024, unless extended or sooner terminated as herein provided. No later than the Effective Date, Licensee shall permanently cease using the approximately 60 parking spaces at Washington Square Park Garage referred to in recital D above. Unless sooner terminated in accordance with the termination provisions hereof, the initial term shall automatically be extended for two additional 5-year periods (each, an "Automatic Renewal Period"). The Agreement may be continued upon the expiration of the second Automatic Renewal Period, on a month-to-month basis, but only if mutually agreed to by both parties and set forth in a written amendment to this Agreement; otherwise, this Agreement will automatically terminate upon the expiration of the second Automatic Renewal Period.
- (B) <u>Early Termination by Licensee</u>. Licensee shall have the right to terminate this Agreement, at any time and for any reason, by delivering to the City a written notice of termination no less than 30 days prior to the effective date of such termination. As a condition of the City's willingness to enter into this Agreement, Licensee acknowledges and agrees that, if for any reason the City is unable to make all or any of the Total Reserved Spaces available to Licensee (either due to maintenance/repairs, alterations, demolition, damage by fire or other casualty, etc.), the City shall not be deemed to be in default under this Agreement and shall not be liable for any costs or damages suffered or incurred by Licensee; but rather Licensee's sole remedy shall be to exercise its right to terminate this Agreement under this paragraph.

- (C) <u>Early Termination by City</u>. The City shall have the right to terminate this Agreement upon 30 days' written notice to Licensee if any of the following occur: (a) if Licensee at any time fails in the performance of any of the terms and conditions of this Agreement and such failure continues for 30 days after written notice thereof from the City; (b) if Licensee files a petition in bankruptcy or if an entry of a judgment of bankruptcy is filed against Licensee; (c) if all or any part of the Garage shall be destroyed or damaged by fire or other casualty such that there are not enough parking spaces in the Garage available to satisfy Licensee's parking needs. Upon the termination of this Agreement, Licensee shall pay the Total Monthly Fee through the effective date of the termination.
- 2. NUMBER OF RESERVED PARKING SPACES. The City shall make available, on a monthly basis, up to 200 parking permits for parking spaces in the Garage for use by the Parking Permit Holders (the "Total Reserved Spaces"). There shall be no specific parking spaces designated or numbered for use by the Parking Permit Holders; rather, they may park in any vacant parking space in the Garage. The 200 Total Reserved Spaces shall remain available to Licensee until Licensee requests parking passes for any of these spaces. Once Licensee requests parking passes for a particular number of parking spaces for use by its Parking Permit Holders, those parking spaces shall be referred to as "Utilized Parking Spaces", and the remaining spaces shall be referred to as "Unused Parking Spaces." The parties acknowledge that the number of Utilized Parking Spaces and Unused Parking Spaces may vary from time to time (so long as the total does not exceed 200).
- 3. FEE FOR UTILIZED PARKING SPACES. Licensee shall pay the monthly fee established for all spaces rented on a month-to-month basis at the Garage (the "Monthly Rate") for each of the Utilized Parking Spaces. The Monthly Rate at the time of execution of this Agreement is Forty and 00/100 Dollars (\$40.00) per month, per parking space. The City has the right to review and adjust the Monthly Rate at any time, at the City's sole discretion. Licensee will be notified at least thirty (30) days in advance should the Monthly Rate be changed. The total fee for a particular month shall be calculated based on the number of Utilized Parking Spaces for that month multiplied by the Monthly Rate for that month (referred to herein as the "Total Monthly Fee"). Licensee shall pay the Total Monthly Fee to the City on or before the last business day of each month, in advance for the next month. If the City does not receive the Total Monthly Fee within five (5) days after the due date, the City shall have the right to deactivate the Cards (defined below) for the Utilized Parking Spaces on the sixth (6th) day after the due date. Notwithstanding the notice and cure period provided for in paragraph 1(C) hereof, Licensee's failure to pay the Total Monthly Fee prior to the expiration of such 5-day grace period shall constitute an immediate default under this Agreement, whereupon the City shall have the right to terminate this Agreement by delivering a written notice of termination to Licensee. Payments shall be sent to Allpro Parking, LLC, 602 Main Street, Cincinnati, OH 45202. Payments shall be made payable to "Treasurer, City of Cincinnati" or such other entity as the City designates. In addition to all other rights and remedies hereunder, the City reserves the right to impose late charges and to charge interest on late payments. All rights and remedies of the City under this Agreement are cumulative.
- 4. <u>FEE FOR UNUSED PARKING SPACES IF GARAGE REACHES CAPACITY</u>. Licensee shall pay only for the Utilized Parking Spaces until such time as the parking spaces in the Garage requested to be used for monthly parking (including the Total Reserved Spaces) exceeds the capacity of the Garage. At such time as the City is unable to fulfill a request for monthly parking passes from a third party because the number of monthly parking passes would exceed the capacity of the Garage, Licensee will be required to commence paying for Unused Parking Spaces as well as all Utilized Parking Spaces, all at the Monthly Rate. In the alternative, Licensee could at that time request that this Agreement be modified to reduce the number of Total Reserved Spaces to a number that would enable the City to fulfill the pending request from the third party for monthly parking.

[For example: Assuming the total number of parking spaces in the Garage remains at 689, then, if, at some point in time, the number of Utilized Parking Spaces is 100 and the number of Unused Parking Spaces is 100, and the City has issued parking passes to third parties for all of the remaining parking spaces (689-200 = 489) (i.e., the Garage is at capacity), then (and unless Licensee agrees to amend this Agreement by reducing the number of Total Reserved Spaces to below 200), if and when the City receives a request by

a third party to obtain a monthly parking pass in the Garage (which the City will be unable to fulfill because the Garage is at capacity), Licensee must commence to pay the Monthly Rate for all of the Unused Parking Spaces.1

- **5. FEE CHARGED BY LICENSEE TO PARKING PERMIT HOLDERS.** Licensee shall not charge its Parking Permit Holders an amount that is in excess of the Monthly Rate that is in effect from time to time under this Agreement (i.e., Licensee shall not make a profit by inflating the fee), with the exception of a small administrative fee of no more than 5% of the Monthly Rate.
- 6. <u>THIRD-PARTY PARKING MANAGER</u>. The City currently utilizes AllPro Parking (the "Parking Manager"; such term to include any successor management company utilized by the City) to manage the Garage on behalf of the City. Licensee acknowledges that some of the actions and obligations of the City under this Agreement, including without limitation maintenance obligations, may be carried out by the Parking Manager staff, rather than by City employees.
- 7. HOURS OF ACCESS; ACCESS CARDS. The City shall make the parking spaces available to Licensee 24 hours per day, 7 days per week, except as provided below. The City shall issue Licensee the parking permits in the form of electronic encoded plastic cards (the "Cards"). If a Card is lost, stolen, or damaged beyond ordinary wear and tear, the City shall provide Licensee with a replacement Card. Licensee should inform the Parking Manager of the Card's disappearance in writing, at Allpro Parking, LLC, 602 Main Street, Cincinnati, OH 45202, and may also contact them at 513-258-8288. The replacement Card will be provided within one business day of receipt of this written notification. Each lost or stolen card will be deactivated by the City as soon as possible after notice is provided. For each replacement Card issued by the City as a result of a Card being lost, stolen, or damaged, Licensee shall be charged a replacement Card fee in the amount of \$10.00 (subject to change, at the City's discretion, so long as the same replacement fee is charged to all users of the Garage).
- 8. <u>EVENT PARKING</u>. Outside of Monday through Friday, 6AM-6PM ("Normal Business Hours"), City may sell event parking in the Garage. For an event that requires the sale of parking partially within Normal Business Hours, City may sell event parking spaces in the Garage as they become available but shall allow normal in-and-out movement of Licensee permit holders until the cessation of Normal Business Hours. During event parking, Licensee's permit holders shall not park in the Garage; provided that nothing in this paragraph shall be construed to require any Licensee permit holder to move their vehicle out of the Garage during special events and after Normal Business Hours under circumstances where a Licensee permit holder initially accessed the Garage and parked their vehicle in the Garage during Normal Business Hours. City shall provide notice to Licensee of a special event prior to the date of the event.
- 9. TEMPORARY CLOSURE OF GARAGE FOR MAINTENANCE. The City shall be responsible for all maintenance, repair, and alterations to the Garage. The City shall retain control of the Garage at all times and shall have the right to temporarily clear and close the Garage or any part thereof in the event of maintenance, repairs, alterations, or emergencies. The City shall make all reasonable efforts to maintain as much of the Garage open as possible. Except in emergency situations, the City shall give Licensee notice of any closing of all or part of the Garage, and estimate of the duration of the closure, at least 7 days prior to the closure; whereupon Licensee shall notify the Parking Permit Holders of such closure. If the City completely closes the Garage for a period in excess of 7 consecutive days, the Total Monthly Fee shall be reduced to \$0.00 from and after the 7-day period, until such time as the Garage is re-opened. (There shall be no abatement of the Total Monthly Fee if the Garage is closed for less than 7 consecutive days, nor shall there be any partial abatement of the Total Monthly Fee if only a portion of the Garage is closed for longer than 7 consecutive days. Licensee acknowledges that the primary purpose of the foregoing to reduce the administrative burden on the City and Parking Manager.)
- 10. <u>DEMOLITION, RENOVATION, OR RECONSTRUCTION OF GARAGE</u>. Notwithstanding anything in this Agreement to the contrary, the City may determine, in its sole discretion, to undertake demolition, renovation, or reconstruction of the Garage that may require the removal of some or all of the parking spaces within the Garage for an extended period of time (or permanently in the event the City demolishes the Garage). In such event, the City will undertake, at no cost to the City, commercially reasonable efforts

to assist Licensee in finding nearby replacement parking spaces elsewhere, equal to the number of Utilized Parking Spaces being utilized at that time (the "Replacement Parking Spaces"), either in a parking garage or surface parking lot owned and controlled by the City or by a third party. The City will work cooperatively with Licensee to assist in finding replacement parking, in the same way the City will work with other entities that have a large number of monthly parking permits for parking at the Garage. If the Replacement Parking Spaces are located in another garage or parking lot owned and controlled by the City, the fee for the Replacement Parking Spaces shall be the prevailing fee for monthly parking for all users of that City-owned garage or parking lot. If the Replacement Parking Spaces are located in a garage or lot owned or managed by a third party, the fee for the Replacement Parking Spaces will be the rate negotiated between Licensee and the third party.

- 11. <u>RULES AND REGULATIONS</u>. Licensee and its Parking Permit Holders shall abide by the rules and regulations of the City and the Parking Manager in the use of the Garage, as the same may be modified from time to time. Copies of such rules and regulations, and modifications thereof, shall be provided to Licensee for distribution to the Parking Permit Holders.
- 12. <u>NO LIABILITY FOR CITY</u>. The City assumes no responsibility or liability whatsoever for any loss, damage or theft of any automobile or any article of personal property left therein or elsewhere in the Garage, no matter how caused; and as a material inducement to the City to enter into this Agreement, Licensee, and on behalf of its insurers and the Parking Permit Holders, waives all claims against the City in connection with any such loss, damage or theft.
- 13. <u>INDEMNIFICATION</u>. As a material inducement to the City to enter into this Agreement, Licensee shall indemnify, protect, and hold harmless the City, Parking Manager and their respective employees, representatives, agents, contractors and subcontractors (the "Indemnified Parties"), from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, of whatsoever nature, caused by, or in any way connected with, or arising out of this Agreement or the use of the Garage by the Parking Permit Holders. In the event any such action is brought against any of the Indemnified Parties, Licensee shall defend them with legal counsel reasonably acceptable to the Indemnified Party and shall pay for losses, damages, injuries, claims, demands, expenses and judgments arising therefrom. All obligations and liabilities of Licensee under this Agreement that have accrued but have not been fully performed as of the termination of this Agreement, including without limitation indemnity obligations, shall remain in full force and effect following such termination, until fully performed.
- 14. <u>INSURANCE</u>. Licensee shall at its own expense during the term hereof maintain and deliver to the City a Commercial General Liability insurance policy pertaining to its use of the Garage, naming the City as an additional insured, in an amount no less than \$1,000,000 per occurrence/\$2,000,000 combined single limit, or in such greater amounts or with such other coverages as may be required by the City's Division of Risk Management. Such policies shall be in such form and with such insurance companies reasonably satisfactory to the City. Failure to provide evidence of such insurance upon the City's request shall be grounds for immediate termination of this Agreement.
- 15. NOTICES. All notices shall be personally delivered or sent by U.S. mail addressed to the parties as follows or addressed in such other way in respect to either party as that party may from time to time designate. Licensee shall promptly notify the City of any change of address. If Licensee sends a notice to the City that the City is in default under this Agreement, Licensee shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202:

<u>City</u> :
City of Cincinnati
<b>Division of Parking Facilities</b>
300 W. 6th Street
Cincinnati, OH 45202
Attention: Dan Fortinberry

Licensee:	
Grandin Co	o., Ltd.
1308 Race	Street, Suite 200
Cincinnati,	OH 45202
Attention:	

If Licensee sends a notice to the City alleging a default of the City under this Agreement, Licensee shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Suite 214, Cincinnati, OH 45202.

- **16. NO ASSIGNMENT.** Licensee shall not assign or transfer its interest in this Agreement without the prior written consent of the City. (Licensee's issuance of Cards to the Parking Permit Holders shall not be deemed as an assignment under this Agreement.)
- 17. NON-EXCLUSIVE AGREEMENT. The parking rights granted to Licensee hereunder are non-exclusive Agreement. The City may enter into the same or a similar agreement with other licensees for parking at the Garage at any time during the term of this Agreement.
- 18. GOVERNING LAW. The laws of the State of Ohio and City of Cincinnati shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. All actions regarding this Agreement shall be brought in the Hamilton County Court of Common Pleas, and Licensee agrees that venue in such court is proper. Licensee waives trial by jury with respect to all matters arising under this Agreement.
- 19. <u>WAIVER</u>. This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- **20. ENTIRETY.** This Agreement and the exhibits and attachments, if any, hereto constitute the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.
- 21. <u>SEVERABILITY</u>. This Agreement shall be severable, and 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.
- **22. AMENDMENT.** This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto.
- 23. **EXHIBITS.** The following exhibits are attached hereto and made a part of this Agreement: none.

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		GRANDIN CO., LT	GRANDIN CO., LTD.		
By:Patrick Duhaney, Acting City Manager		Ву:	Ву:		
		Printed Name:	· · · · · · · · · · · · · · · · · · ·		
Date:	, 2019	Title:			
		Date:	, 2019		
RECOMMENDED BY	:				
Philip M. Denning, Dir Department of Comm	rector unity and Economic Develo	- opment			
APPROVED AS TO F	ORM BY:				
Assistant City Solicito	r	_			
Fund/Code: Amount: By:	ity Finance Director	_			



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status		
201900012	Ordinance	Held		
	Mann, AUTHORIZING the City Ma with Grandin Co., Ltd. pursuant to	red 01/03/2019, submitted by Councilmember nager to execute a Parking License Agreement which the company will be permitted to purchase its at the City's Towne Center Garage located at N)		
	Introduced: 1/3/2019	Controlling Body: Budget and Finance Committee		
	Meeting Date: 1/4/2019	Sponsor(s): Mann		
	Department: David Mann			
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov		

#### Williams, Brenda

From: Kenkel, Hillary on behalf of Mann, David Sent: Friday, December 28, 2018 1:12 PM

To: Williams, Brenda

Subject: FW: [External Email] Parking around the Elm Street Clinic

Hi Brenda,

Councilmember Mann would like the below correspondence to be added to the Council Calendar.

Thank you,

Hillary Kenkel Community Affairs Advisor Office of David Mann Cincinnati City Hall Suite 349 513-352-4611



**From:** Barbara Gibbs <br/>
Sent: Wednesday, December 26, 2018 10:31 AM<br/> **To:** #COUNCIL <#COUNCIL@cincinnati-oh.gov>

Subject: [External Email] Parking around the Elm Street Clinic

External Email Communication

To all members of City Council;

I want to express my concern about the new parking regulations that take place beginning next week around the Elm Street Clinic. The clinic has a very small inadequate parking lot that can not accommodate the staff. The staff has relied on parking on Odeon and Wade next to the clinic, and also on Central Parkway behind the clinic. Beginning next week Odeon and Wade become residential parking only, and parking on Central Parkway will metered parking only. This leaves staff with either walking a couple of blocks (this time of year in the dark) or paying out upwards of \$50 a week to park. I occasionally work at the clinic and I don't feel safe walking 2 blocks in the Over the Rhine, and would find it difficult to go outside to feed the meter every couple of hours or so. The clinic staff and the patients that they serve were not taken into consideration at all with these latest parking plans. These new parking arrangements need to be looked at again.

Respectfully, Barbara Gibbs 201900039



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status		
201900039	Communication	Held		
	COMMUNICATION, submitted by Councilmember Mann, from Barbara Gibbs, regarding Parking around the Elm Street Clinic.			
	Introduced: 1/9/2019	Controlling Body: Budget and Finance Committee		
	Meeting Date: 1/9/2019	<b>Sponsor(s):</b> City Manager and Budget and Finance Committee		
	Department: Budget and Finance Committee			
	Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov			

#### Williams, Brenda

From: Sent: Kenkel, Hillary

Thursday, December 20, 2018 1:56 PM

201900040

To:

Williams, Brenda

Cc:

Paraskevopoulos, Ioanna

**Subject:** 

**Communication from Walt Gibler** 

**Attachments:** 

SKM\_554e18122014030.pdf

Hi Brenda,

Councilmember Mann would like the attached communication to be added to the Council Calendar.

Thank you,

Hillary Kenkel Community Affairs Advisor Office of David Mann Cincinnati City Hall Suite 349 513-352-4611



12/13/18

Council Member Mann City of Cincinnati 801 Plum Street, Suite 349, Cincinnati, OH 45202

Dear Council Member Mann,

I want to personally thank you for holding the AirBnB discussion at City Hall on November 13, 2018. I thought it was a very productive meeting! As a full-time Realtor and an AirBnB owner at 1420 Elm St in OTR, I have serious interest in this topic, both professionally and personally.

When discussing the best way to tax AirBnB owners, I think it is completely fair to tax us. There should be a tiered tax system depending on the number of units a person owns. I think it should be split between 1-4 units and 5+ units. For an owner with 1-4 units, the owner pays a 7% tax. For owners with 5+ units, the owner should have to pay the standard hotel tax of 17.5%. This protects the "mom and pop" owners who want to make extra money on the side. Those who want to run a legitimate business (5+ units) should have to pay taxes like hotels.

When deciding what the cutoff number should be, I used the housing and lending guidelines. A property with 1-4 units is considered a residential property. A property with 5+ units is considered a commercial property.

As a full-time Realtor who does most of my business and sales in the Central Business District and Over-The-Rhine, I have vested interest in the overall community thriving. The economic impact that AirBnB has on the direct community is incredible. Almost every single one of my guests tells me about the different restaurants they tried while staying at my condominium.

Thank you very much for your consideration, Council Member Mann!

Sincerely,

Walt Gibler, Realtor
Team Lead, The Gibler Team
Licensed in Ohio & Kentucky
513.382.4109 | www.TheGiblerTeam.com

313.302.4107 | ww



Named One of the Top 30 Realtors Under 30 Worldwide!



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status		
201900040	Communication	Held		
	COMMUNICATION, submitted by Councilmember Mann, from Walt Gibler, Realtor, Coldwell Banker, regarding AirBnB.			
	Introduced: 1/9/2019	Controlling Body: Budget and Finance Committee		
	Meeting Date: 1/9/2019	Sponsor(s): Mann		
	Department: David Mann			
	Drafter: Chelsey.Pettyjohn@cincinnati-oh.go	v		



801 Plum Street, Suite 349 Cincinnati, Ohio 45202

Phone (513) 352-4610

Email david.mann@cincinnati-oh.gov

Web www.cincinnati-oh.gov

2019000 72

David S. Mann

Councilmember

January 16, 2019

#### **MOTION**

WE MOVE that the City administration report on ways to raise awareness of, increase partnerships with, and support worker-owned cooperatives in the City of Cincinnati and encourage small businesses, entrepreneurs and communities to consider cooperatives as an option where appropriate. The report should consider the following options at a minimum:

- Explore how cooperatives can be a tool for eliminating economic disparities, and promoting racial
  equity
- Extend preference to contract bidders whose bids include worker-owned cooperatives
- Provide information on worker-owned cooperative models to small businesses seeking City assistance
- Send City administration representatives to the international co-op symposium to be hosted by Cincinnati Union Co-op Initiative in Fall 2019

(MANN)	

#### **STATEMENT**

Worker-owned cooperatives are proven to be a successful model for profitable small businesses that also provide employee-owners with living wages. While they are not a "one size fits all" model, we believe it is smart policy to make small business owners and entrepreneurs aware that cooperatives are "on the menu" as they consider the future of their businesses.

Cooperatives are particularly useful when small business owners looking to retire contemplate succession planning. The next generation may not wish to continue the family business, and many owners are concerned that selling their businesses could mean job loss for long-time loyal employees if a new owner moves or discontinues work. With the Baby Boomer generation entering retirement, many Baby Boomer-owned small businesses are facing these choices already. A study conducted by the Cincinnati Union Co-Op Initiative (CUCI) has shown that the majority of manufacturing firms in our region are small-to-mid-sized employers, many led by Baby Boomer owners. CUCI is piloting an early warning system for Southwest Ohio manufacturing businesses; the early warning data will identify opportunities to retain jobs through conversion to worker ownership where the lack of a succession plan puts a company's future at risk. This is a wonderful example of how co-op models can turn hardship into economic opportunity, salvaging a business that contributes to our regional economy while empowering local residents.

We hope that by increasing awareness of worker-owned co-op models, more businesses will become resilient, successful contributors to our local, regional, and national economies, and businesses that prioritize people will become the rule rather than the exception.

For Couriel calledor

Joan-



File Number

Title

## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

**Current Status** 

#### **File Summary**

201900072 Motion

MOTION, submitted by Councilmember Mann, WE MOVE that the City

Administration report on ways to raise awareness of increase partnerships with and

Administration report on ways to raise awareness of, increase partnerships with and support worker-owned cooperatives in the City of Cincinnati and encourage small business, entrepreneurs and communities to consider cooperatives as an option where appropriate. The report should consider the following options at a minimum: Explore how cooperatives can be a tool for eliminating economic disparities and promoting racial equity. Extend preference to contract bidders whose bids include worker-owned cooperatives. Provide information on worker-owned cooperative models to small businesses seeking City assistance. Send City administration representatives to the international co-op symposium to be hosted by Cincinnati Union Co-op Initiative in Fall 2019. (STATEMENT ATTACHED)

Introduced: 1/16/2019 Controlling Body: Budget and Finance Committee

Meeting Date: 1/16/2019 Sponsor(s): Mann

Department: David Mann

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



#### MOTION

January 10, 2019

We MOVE that the Administration develop and bring to council policies which add a "Meet & Confer" requirement to the acceptance of city funds by private organizations whereby the funding recipient shall meet & confer with institutions such as Cincinnati Works to review whether a training, placement & coaching partnership would benefit the funding recipient or its workforce.

City funds shall be defined as TIF dollars, operating support funds, capital funds or a Job Creation Tax Credit at a value of over \$500,000.

The stated goal of the policies will be to bridge and increase partnerships between institutions providing critical workforce development and training and our growing employers, particularly those requesting public financial support.

Meet & Confer requirements may be structured similarly to those already in existence within the Department of Inclusion.

A report is requested in 90 days

AMAYA DENNARD



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title Current Status

201900075 Motion Held

MOTION, submitted by Councilmembers Seelbach, Mann, Young, Dennard Landsman and Sittenfeld, WE MOVE that the Administration develop and bring to council policies which add a "Meet & Confer" requirement to the acceptance of city funds by private organizations whereby the funding recipient shall meet & Confer with institutions such as Cincinnati Works to review whether a training, placement & coaching partnership would benefit the funding recipient or its workforce. City funds shall be defined as TIF dollars, operating support funds, capital funds or a Job Creation Tax Credit at a value of over \$500,000. The stated goal of the policies will be to bridge and increase partnerships between institutions providing critical workforce development and training and our growing employers, particularly those requesting public financial support. Meet & Confer requirements may be structured similarly to those already in existence within the Department of Inclusion. A report is requested in 90 days.

Introduced: 1/16/2019 Controlling Body: Budget and Finance Committee

Meeting Date: 1/16/2019 Sponsor(s): Seelbach, Mann, Young and Landsman

**Department:** Chris Seelbach

Drafter: Chelsey.Pettyjohn@cincinnati-oh.gov



January 22, 2019

To: Budget and Finance Committee

From: Patrick Duhaney, City Manager

Subject: Budget Presentation- Healthcare

Attached is Healthcare Budget presentation for the Budget and Finance Committee meeting on January 22, 2019. The last page of the presentation is the proposed FY 2020 Budget Schedule for reference.

cc: Christopher A. Bigham, Budget Director Reginald E. Zeno, Finance Director



# Healthcare Program Information

- Risk Management implements, monitors and maintains the City of Cincinnati's health plans for all active employees.
- Deborah Allison is the Risk Manager for the City.
- Healthcare is based on a calendar year budget due to open enrollment dates.
- Healthcare benefits are bargained in all union agreements, any changes must be approved in the union agreements.
- 85% of all employees are covered under a bargaining agreement.

# Healthcare Program Information

- The City is self-insured. This means the City pays <u>all</u> medical and pharmacy claims billed by medical providers – the insurance company does not pay anything.
- Other cities similar in size to Cincinnati are also typically self insured.
- Anthem is the City's Third Party Administrator (TPA). They are responsible for the processing of all medical claims and negotiating provider discounts (billed charges versus owed charges). Under this arrangement, the City has saved approximately \$25M over the past 10 years.
- OptumRx is the City's Pharmacy Benefit Manager (PBM) and plays a similar role as Anthem, but for pharmacy claims only.
- Both of these contracts are currently out to bid.



# Healthcare Budget History

# Employer Budgeted Premium Contributions FY 2016 – FY 2020

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020*
General Fund	38,509,810	39,705,151	40,899,181	46,709,630	51,440,790
Restricted Funds	23,725,555	25,497,606	25,448,374	29,033,582	31,974,357
Total	62,235,365	65,202,757	66,347,555	75,743,212	83,415,147

<sup>\*</sup>FY 2020 is the current estimate that was included in the TTB.

# Employer and Employee Average Premiums

City of Cincinnati 2019	National	Regional	State	Gov't Industry Group	Professional Industry Group	Employer Size Category
\$17,702	\$10,313	\$11,024	\$11,191	\$12,875	\$10,634	\$10,894
\$15,932	\$5,872	\$7,304	\$7,829	\$9,451	\$5,427	\$7,870
\$ 1,770	\$4,441	\$3,720	\$3,363	\$3,424	\$5,207	\$3,024
	Cincinnati 2019 \$17,702 \$15,932	Cincinnati 2019 National \$17,702 \$10,313 \$5,872	Cincinnati 2019         National \$17,702 \$15,932         \$10,313 \$5,872         \$11,024 \$7,304	Cincinnati 2019         National         Regional         State           \$17,702 \$15,932         \$10,313 \$5,872         \$11,024 \$7,304         \$11,191 \$7,829	Cincinnati 2019         National         Regional         State         Industry Group           \$17,702 \$15,932         \$10,313 \$5,872         \$11,024 \$7,304         \$11,191 \$7,829         \$12,875 \$9,451	Cincinnati 2019         National         Regional Regional         State         Industry Group         Industry Group           \$17,702 \$15,932         \$10,313 \$5,872         \$11,024 \$7,304         \$11,191 \$7,829         \$12,875 \$9,451         \$10,634 \$5,427

## City vs Benchmark:

- City's total annual cost per employee is above benchmark.
- City's employer cost share is <u>significantly above</u> benchmark.
- City's employee cost share is <u>significantly below</u> benchmark.

<sup>\*</sup>All benchmark rates were based on a comparison of the City's 80/20 Plan to the United Benefits Advisory (UBA) National Health Plan Survey for 2017. UBA is the largest and most relevant benchmark resource available.

# Anthem 80/20 Plan ("PPO"): Employee Contributions Comparison

Survey Benchmarks	City of Cincinnati 2019	National	Regional	State	Gov't Industry Group	Professional Industry Group	EE Size Category
Employee Share of Premiums							
Monthly Employee Premium Share (	(\$)						
Single	\$60.83	\$158	\$143	\$141	\$105	\$164	\$120
Family	\$150/\$182.94	\$493	\$345	\$316	\$302	\$906	\$370
Monthly Employee Premium Share (	(%)						
Single	10%	27%	21%	21%	20%	32%	24%
Family	8.2% / 10%	36%	22%	21%	22%	56%	31%

## City vs. Benchmark:

 City's employee cost share for healthcare is <u>2x or more below</u> benchmark from both a percentage and dollar amount share.

# Anthem 80/20 Plan ("PPO"): Plan Design Comparison

Survey Benchmarks	City of Cincinnati 2019		National	Regional	State	Gov't Industry Group	Professional Industry Group	EE Size Category		
In-Network Benefits	Police/Fire Pre-2016	Police/Fire Pre-2016 All other employees								
Deductible - Single	\$300	\$500	\$1,500	\$1,500	\$1,255	\$750	\$1,500	\$1,000		
Deductible - Family	\$600	\$1,000	\$3,000	\$3,000	\$3,000	\$2,000	\$3,000	\$2,000		
Plan Coinsurance	80%	80%	80%	80%	80%	80%	80%	80%		
Out-of-Pocket Maximum - Single	\$1,500	\$2,000	\$4,500	\$4,500	\$3,500	\$4,000	\$4,250	\$4,000		
Out-of-Pocket Maximum - Family	\$3,000	\$4,000	\$10,000	\$10,000	\$7,500	\$8,000	\$10,000	\$8,000		

## City vs. Benchmark:

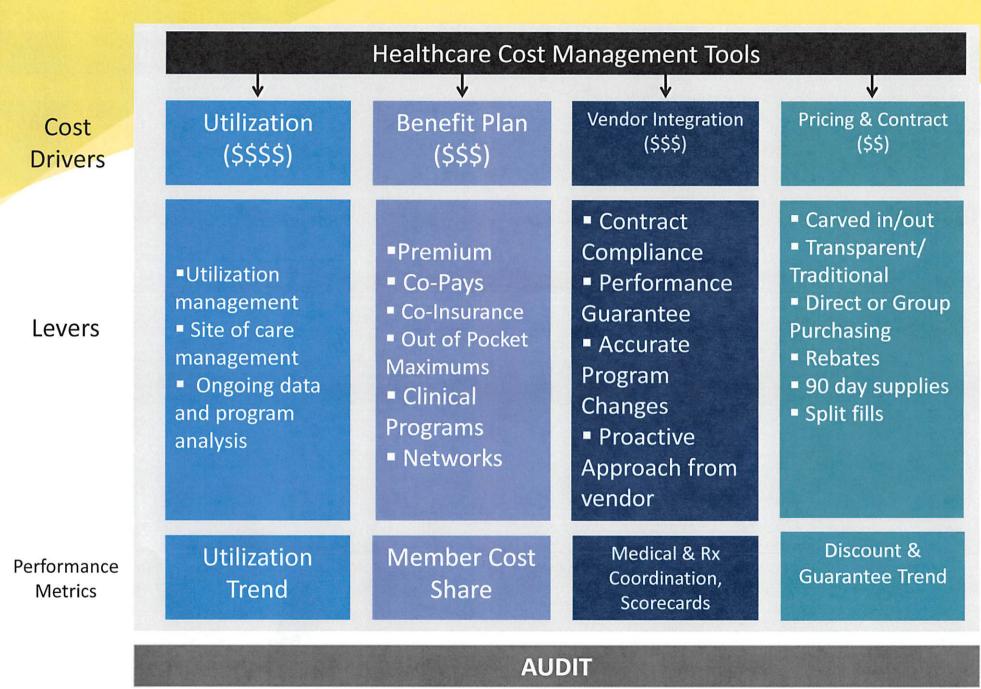
- City's deductible levels are <u>below</u> benchmark.
- City's out-of-pocket maximums are more than 2x below benchmark.
- City's current coinsurance levels <u>match</u> benchmark.

# Prescription Drug Coverage: Plan Design Comparison

Survey Benchmarks	City of Cincinnati 2019	National	Regional	State	Gov't Industry Group	Professional Industry Group	EE Size Category
	PPO 80/20						
Generic	\$10	\$10	\$10	\$10	\$10	\$10	\$15
Preferred Brand	\$20	\$40	\$40	\$35	\$40	\$40	\$35
Non-Preferred Brand	\$30	\$65	\$75	\$70	\$63	\$65	\$50
Specialty	N/A	\$100	\$100	\$75	\$80	\$100	\$100

## City vs Benchmark:

- · City's employee prescription copays are below benchmark.
- Majority of other employer groups have a four tier copay structure.





#### City Healthcare Cost Management Measures in Place **Vendor Integration Pricing & Contract** Benefit Plan Utilization Cost (\$\$\$)(\$\$)(\$\$\$\$) (\$\$\$)Drivers Ongoing cost Non-represented Constant push spousal surcharge mitigation through for compliance implemented 1/1/19 vendor program ■ The City is ■ 116% increase in Proactive implementation currently out for HRA enrollment for Healthy lifestyles approach from Action bid for both 2019 participation vendor is Taken or Ongoing union Medical and Disease mandated negotiations Planned Pharmacy for management -Review of throughout 2019 new contracts Kroger program Ongoing employee carve-in Bundled services effective 1/1/20. education and possibility with RFP for analysis engagement current RFP Increased rebates, Member Cost Utilization Medical & Rx Expected higher discounts Coordination Trend Share Results 2018 Spousal Audit & Medical & Rx claims Large Claimant 4MB Eligibility Audits 2013 Full Dependent & guarantee audits Audits - Ongoing - Ongoing 2014 - 2017Audit

# Options to Reduce Healthcare Costs

Remove premium healthcare dollar caps from union contracts and retain 10% employee premium share / 90% city premium share:

**Projected Annual Savings of \$1.2M** 

• Increase Police and Fire Plans for those hired prior to 2016 to the same as all other plans:

**Projected Annual Savings of \$500K** 

# Options to Reduce Healthcare Costs

Increase Out of Pocket Maximums on all Plans:

• \$2,500/\$5,000 Out of Pocket Max:

**Projected Annual Savings of \$320K** 

**Increase Prescription Co-Pays:** 

• \$10/\$25/\$35 Co-Pays:

**Projected Annual Savings of \$70K** 

Add a 4th Prescription Tier for Specialty Medication at 20% Co-insurance, max \$150:

**Projected Annual Savings of \$84K** 

# Other Cost Reduction Strategies:

•	Implement \$300 ER co-pay:	\$1.4M
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•	Implement \$100 imaging co-pay:	\$920K
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•	Implement \$50 Specialist co-pay:	\$734K

# QUESTIONS?



## City of Cincinnati Fiscal Year 2020 Budget Schedule As of 1/1/19



June 24, 2019

June 26, 2019

	As of 1/1/19	
Event		Date
New Fees, Fee Increases, New	w Taxes or Tax Increases Proposed	February 1, 2019
2020 Tentative Tax Budget P	e Tax Budget Submitted to City Council ublic Hearing Notice Posted in Clerk's Office ublic Hearing (Special Meeting) e Tax Budget Passage	November 30, 2018 December 5, 2018 January 3, 2019 January 9, 2019 January 15, 2019
Neighborhood Summit- FY 20	eting- FY 2020-2021 Biennial Budget Process	January 1, 2019 January 30, 2019 March 16, 2019 April, 2019
City Council Submits Draft of Public Hearing: -Budget Polic	s at Budget and Finance Committee Budget Policy Motion to Committee	January 22 - March 11 March 18, 2019 March 25, 2019 March 27, 2019
Final Adjustment Ordinance Instructions Sent to Departm Departments submit Monito Passage of FAO Ordinance	ents for February 28, 2019 Monitoring Period	March 14, 2019 April 1, 2019 May 2, 2019
Final Budget Process: City Manager's FY 2020 Reco Mayor's Recommended Budge City Manager FY 2020 Budge Department Heads Budget In Department Heads Budget In	t Presentation put Session 1	May 6, 2019 May 20, 2019 May 28, 2019 May 28, 2019 June 10, 2019
Public Hearings in Neighborh East Location (TBD) West Location (TBD) Downtown Location (TBD)	oods (Tentative)	June 6, 2019 June 10, 2019 June 11, 2019
Council Motions Due to Finar Budget and Finance Committ	nce Chair tee Meeting to Discuss Motions	June 14, 2019 June 17, 2019

Budget and Finance Committee Meeting to Approve Budget

City Council Adopts FY 2020 Budget



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Phone (513) 352-5205

Email tamaya.dennard@cincinnati-oh.gov

Web www.cincinnati-oh.gov

Tamaya Dennard

Councilmember

201900135

January 14, 2019

#### **MOTION**

RECOGNIZING that many residents face significant financial hardship that impacts their ability to pay fines and penalties imposed by the City of Cincinnati, and FURTHER RECOGNIZING that dealing with unpaid parking tickets is a serious burden that should be addressed by municipal government within means reasonable and appropriate, WE MOVE that the City Administration take all actions necessary and proper to implement a citywide Parking Amnesty Program.

WE FURTHER MOVE that the duration of any such Parking Amnesty Program should be for at least one full calendar month, and serve the purpose of forgiving late fees and penalties associated with outstanding unpaid parking tickets, in the spirit of forgiveness and to incentivize the payment of outstanding parking tickets, and collection of fees otherwise rendered near to impossible to collect;

WE FURTHER MOVE that the City Administration report to Council on the feasibility and fiscal impact of implementing the following eligibility requirements for this program:

- Individuals with parking violations issued prior to 2018 that are unpaid or partially unpaid
- Individuals with towing and storage fees prior to 2016

WE FURTHER MOVE that the City Administration report to Council regarding any of its own recommendations for the timeline, budget, structure, and eligibility requirements of a Parking Amnesty Program, as well the status of implementation of the herein proposed framework for such a program, within 90 days of passage of this motion.

WE FURTHER MOVE that the City Administration provide the offices of City Council with a copy of a draft implementation plan by May 1, 2019.

Councilmember Tamaya Dennard



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Phone (513) 352-5205

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Web www.cincinnati-oh.gov

Tamaya Dennard Councilmember				
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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

January 30, 2019

201900213

#### MOTION

WE MOVE that the City Administration provide a report with recommendations for potential sources of funding for addressing capital costs outlined by Kathy Garrison of Artsville in Madisonville. The capital costs are listed below in priority order:

- 1. Repair first floor HVAC unit; estimated cost: \$4,400
- 2. Replace rooftop HVAC unit; estimated cost: \$12,000-\$14,000
- 3. Replace sound system; estimated cost: \$9,000

Councilmember David Mann			
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#### **STATEMENT**

Artsville has leased its location from the City since 2016, and has made great strides to revitalize the building, forge partnerships with major Cincinnati arts institutions, and establish itself as an arts destination, putting on plays, music and spoken word performances, and art shows for Madisonville residents and Cincinnati arts lovers. While its lease generally requires Artsville to be responsible for maintenance in the building, Artsville is seeking City financial assistance with more expensive capital repairs that are needed due to the neglect of previous tenants. In consideration of the contributions to Madisonville's culture and community fabric, we believe some assistance is warranted.

For Costil calendar + uffer l Loon -1/30/19



801 Plum Street Cincinnati, OH 45202

### **File Summary**

File Number	Title	Current Status
201900213	Motion	Held
	funding for addressing capital costs o Madisonville. The capital costs are lis HVAC unit; estimated cost \$4,400 2.	per Mann, WE MOVE that the City ecommendations for potential sources of utlined by Kathy Garrison of Artsville in ted below in priority order: 1. Repair first floor Replace rooftop HVAC unit; estimated cost: ystem; estimated cost \$9,000. (STATEMENT
	Introduced: 2/6/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/6/2019	<b>Sponsor(s):</b> City Manager and Budget and Finance Committee
	Department: City Manager	
	Drafter: Chelsey.Pettyjohn@cincinnati-ol	n.gov

Memo To: Mayor and City Council

Re: Corban Early Learning Center Offer to Purchase 2010 Auburn Avenue

Date: 2/5/19

Dear Mayor Cranley and Members of Council:

For the last three years Corban Early Learning Center located in Mt. Auburn, an MBE and WBE with a Five Star quality rating, has been in catch-22 negotiations with the City Administration to purchase the building in which we operate our business.

After complying with all the City's extensive requests for financials, P&L statements, proof of funds to purchase, organizational documents and evidence of improvements, we expected to move forward with the purchase of the building.

For reasons we have documented and previously explained, we were presented with an unexpected substantial tax bill from the City, which has continued to accrue, as we have been waiting for the City administration to present us with the necessary Purchase Agreement. This is the lynch pin to freeing up the funds, already approved, for us to pay the entire amount of real

Instead, we received an ultimatum to pay the real estate taxes due, in full, before the City will consider our offer. While we understand that the City Municipal Code may require the City to take this approach, prior discussions with the City led us to believe that we could pay the taxes due out of the loan proceeds we have secured for the purchase.

With no assurance that the City will honor its prior commitments to sell us the building, and with over \$100,000 of work scheduled to be undertaken in April, including a new roof and HVAC system, we believe this is bad faith on the part of the City Departments involved.

Our lender has agreed to pay the accrued taxes in full, immediately upon receipt of a Purchase Agreement from the City to sell us the building under the terms we have offered.

We are asking for your intervention to help cut through the stonewalling, and move this forward to our ownership of the building, which we have taken from an unused, vacant City asset and created a wonderful, highest-rated center for the positive development of young children.

Thank you so much for your help and support.

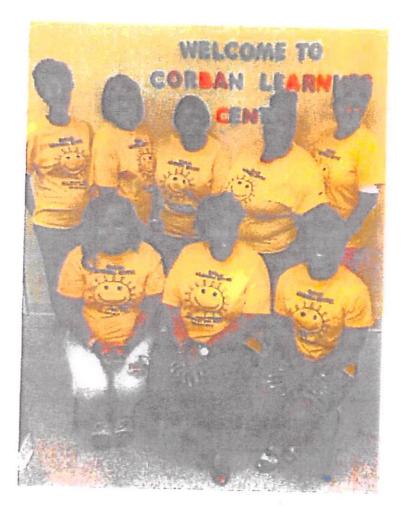
Olivia Darks

President

Sincerely.



## Parent Testimonials



Olivia Darks, Owner, (top right), Ary Underwood-Grant, Director (bottom center) and the teaching staff at Corban Early Learning Center in Mt. Auburn

My husband and I both work full time and we visited every daycare in the downtown Cincinnati area and just couldn't find a place where we felt like it would be a good second home for our child. Because that's the thing - a daycare is a second home for the children. Or at least it

During a walk one spring day, we passed by what would soon be Corban Learning Center and we noticed a sign advertising as such. We knocked on the door and luckily Olivia was there. Within five minutes of meeting her, we knew this would be the place for our daughter. It was the most unofficial tour - the center was not open yet, Olivia was still setting up the rooms and we did not make an appointment. But she opened the door to us and it felt more like visiting someone at their home than visiting a place of business. After our visit, we were so thrilled to find a place that felt so perfect, we passed the information along to our friends who were expecting a child sooner than we were and also lived



close to downtown and were at a loss for finding a good daycare for their child. Quinn Kutcher ended up being one of the first children at Corban Learning Center when it opened and I know the Kutchers would also speak highly about their experience at Corban.

And once the center did open, we went back and visited a couple of times - the center is located about two blocks from where we lived at the time and we frequently went on walks around the neighborhood. Every time we stopped in, we felt welcome and it felt authentic. We never felt like anyone was trying to hide anything from us or create a special environment just because there were guests in the building. Juniper started attending daycare there in

Our Juniper was not one of those giggly, silly babies. She was always strong and strong willed. If you wanted her to like you, you had to work for it. But those women at Corban - they loved our daughter. I felt like we had four nannies who loved our child like she was one of their own. They engaged her, snuggled her, taught her, rocked her, guided her, loved her. As a parent, it is still want to cry when I drop her off at school. But knowing that these women cared so much for my child took the sting off a bit.

And the office door was always open. If we ever had a question, request or concern, I always felt comfortable talking to anyone at Corban about it, especially Olivia. She was perpetually working on making that place the best place it could be for all of the children.

We moved to Blue Ash in November 2016. Juniper now goes to a different daycare because the drive to Corban each day just wouldn't make sense logistically. But we loved Corban and credit our two years of experience there for helping us raise such a grounded, well-rounded, compassionate and silly little human.

If you ever have any questions or would like to discuss our experience any further, please do not hesitate to contact me at 513-

### Dear C.E.L.C Staff,

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I want to take the opportunity to thank you for caring for my child before her transition into Cincinnati Public School Pre-school. She has blossomed so much with your team of caregivers, it is simply amazing. I appreciate each and every staff member that she has come in contact with. I have had nothing but positive experiences with them.

When she first began, it took some time to adjust as a parent. She had been with her grandmother and I knew that would be a difficult transition for both she and I. But you guys made it seamless! Once she was comfortable with her peers and teachers she was able to be herself. You all have protected my child, educated my child, and loved on my child as if she were your own and I am forever grateful for that. Corbin has prepared her for the second leg of many educational journeys, pre-school being one, and to my relief, that went off without a hitch.

I have nothing but great things to say about Corbin Early Learning Center. Your location is prime for students and working families and I have already recommended families to your establishment and will continue to do so. You guys are exceptional and deserving or more funding/assistance from our state and local gov't to make your program a more successful program. I wish you and your team the BEST!

Keep up the good work!

Janua Mc Gure

July 13, 2018

A Letter in Support of Corban Learning Center:

My husband and I loved having our son at Corban. He was at Corban from October 2016—November 2017 and only switched to a different childcare center when he was 18 months old because I was employed at a church with a center that started at 18 months.

The number one thing that set Corban apart from the other childcare centers we looked at was the continuity of teachers and their genuine care for the work they do. All the lead categivers in the baby room stayed censtant while our son was there and I even got to know the teachers in other rooms because they were consistent too. None of the other centers we looked at that we could afford had anything close to the employee longevity that Corban has. Nor did any of the other centers have people who seemed actually interested in engaging with the babies—whereas at Corban I could see how much the teachers just enjoyed the children!

Second, Corban provided care that we could afford. And since it was affordable to us (two students at the time) and accepts vouchers, we knew our son would be in a socioeconomically diverse school, which is an important priority for our family.

Third, it's important for our family that our son grow up around children from different races and to have African American women as authority figures in his life. Corban has a racially diverse group of children and is led by African American women.

Finally, it was important to us that Corban was in its current location—at the time, my husband was a medical student and we lived barely a mile away from the center. One of his colleagues could come to Corban and nurse her baby because the location was so close to the hospitals. It was the really wonderful how one of the most conveniently located childcare centers was also the one with such quality care for our son.

Sarah Bereza, PhD

Webster Groves, MO 63119



My name is Melissa Revels. My daughter, Ivana Revels attended Corban Learning Center from age five months to nine months. My husband had recommended this daycare to me.

As a new parent I was SUPER nervous about leaving my infant daughter with people I didn't know. Would they love and protect her as much as I did? Would she learn anything while she was there? Ms. Airy and her team of capable staff members eased all of my worries.

They kept the center very clean, the children had plenty of things to do. They catered to each infant individually. My daughter fell in love with Ms. Dottie and eventually didn't want to go home.

I called all the time to check on her and no one ever was frustrated with me. They were understanding and flexible. I knew other parents who had children there and they also remarked how excellent the staff and facilities were

I hated having to take Ivana out, but the state wouldn't approve my voucher request and I couldn't afford the fees. I would recommend anyone to send their children to Corbin Learning Center.

If you would like more info, please don't hesitate to call me at 513 remail me at

Thank you

Melissa Revels



In June of 2015. I moved into the city from the suburbs. As a working, single parent, receiving no financial assistance, I was in need of affordable daycare with a

Learning Center, was the answer to my prayers. Corban became a different backgrounds and cultures; and in close proximity to my nurturing and caring environment, giving Alani the opportunity solid educational foundation for my daughter, Alani. Corban to grow, learn and develop relationships with children of job.

the various school options that Cincinnati has to offer, and the low performance of my neighbor school, I decided on catholic school year that were closer in proximity to my job, offered a small, nurturing and caring classroom environment similar to affordable preschool options for Alani prior to the 2017-18 Corban; and a scamless path to kindergarten and beyond. When my job relocated to Oakley. I decided to look into school.



Alani was enrolled in a new preschool program at St. Vincent

completed preschool and now on a seamless path into elementary. I am thankful for the Ferrer School in Kenwood offering exactly what we both needed. She has successfully oundation that Corban provided Alani during those two important years of her life.

Arielle Willis

July 13, 2018

To Whom it May Concern:

This letter is in reference to my family's experience with Corban Learning Center. My son, Quinn, was enrolled at Corban from their opening in August 2014 until we moved from downtown in September 2015.

The moment I met Olivia Darks with her glowing smile and a giant hug I knew Corban Learning Center would be the ideal place with the right team to take care of my newborn. Our experience while we were enrolled, confirmed that every day. While Ms. Darks is an impressive businesswoman (Corban was exceptionally well-run), her compassion and enthusiasm for children is what permeates through the school.

In terms of child development, the team at Corban was a godsend for first time parents like my husband and me, guiding us through the process of helping Quinn grow. We were thrilled when Quinn would return home having learned new animal sounds, sign language signs, or colors. More importantly, my son adored his teachers at Corban – and they adored him. It's difficult to leave your child with someone else while you work, but I always felt confident that Ms. Olivia and her team were there to help my child – and every other child at Corban – thrive.

We left Corban when our family relocated from the West End to Blue Ash. While we still have excellent childcare, I often miss the energy and community of the school. Corban truly is a special place.

I have recommended Corban Learning Center countless times since then to fellow moms seeking childcare near downtown. I am now thrilled to provide this letter of recommendation as well.

Please don't hesitate to contact me with any questions at 513.

, nail.com.

Kind regards,

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Erin McCloy Kutcher



To Whom It May Concern:

I would like to provide a recommendation for Olivia Darks for the purchase of the building for Corban Learning Center

My son, Kendal, attended Corban Learning Center for just over a year from May 2015 through June 2016. During his preschool year there we had a wonderful experience.

The staff was generous, kind and loving to the children. They provided an excellent learning environment and I watched Kendal's growth and development as he was excited to go to "school" every day

Olivia was extremely accommodating and allowed us to have a flexible schedule at the center that would blend with our work schedules. It is very difficult to find an affordable location for child care that is convenient and willing to be flexible with parents – Corban Learning Center does all of that

The facility was clean and inviting, and the staff was well-prepared and helpful in every capacity

Purchasing of the property will allow them to grow and become a stable location in a community that is in need of great child care services

Jaime Love, M Ed., CHES Program Officer INTERACT

HEALTH

3805 Edwards Road, Suite 500 Cincinnati, OH 45209 (513) 458-6615 (513) 458-6610 fax

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June 21, 2018

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To whom it may concern:

Cur son, Welly, currently anends the Cortan Learning Center. We carolled him in James of 2018 when we moved to Concinent from Washington, DC Wall, was six months old at one and he has been there for the past six months.

We see hoppy to recommend Conbert to other Emiles I obig for justiful de kloser for their till. We have been very catisfied with the care Welly has received while at Cochen. Each day, Welly so lies and lengths as we thoughton The the manning thad every after oran, Welly is smilling as d happy when we pint; him up. It is hard to know your child in the care of other people, but the tour on Cochen have also up tour oil him oil black and after proper we know they are looking out for him.

While at Corban, Wally not learned to this pyroll over, cowl, and even stand up. The staff at Corban ranghi Wally how to each first haby hard and then solid hearb. Wally gots to great parks, read he dig and play with other children.

We appreciate excepting Corbon has done for Wally and recording of its other families.

Smarely,

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July 20, 2016

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To Whom It lany Concern:

I onjoy my child being al. Corban Learning Center, because they take their time with Naomi who is two years old. She knows her colors and alphabet.

The staff at Corban is amazing. They are nice, and streightforward in the care of the children.

When my daughter started school, like any parent I was nervous. I quickly saw that Naomi was comfortable and that filled my heart with joy.

I appreciate Corban Learning Center because my parents are passed, and this is my first experience with a daycare.

Naomi's teacher is amazing she has taught her how to recognize colors, numbers, the alphabet and sign language. Everything that she learns at her school is reinforced at home

Overell, I thank God for the genuine care this staff has given my child.

Thank you at so much for opening Corban Early Learning Center

Sincerely,

Ms. Angel Kennedy



I enrolled my 2 sons into Corban when the doors first opened. My son was only 6 weeks old we were the first family to enroll.

Being a single mom living in the neighborhood and that it was in walking distance was a plus for me. I remember coming for a tour and the staff greeted me with a hug and a smile I knew right at that moment this was where I wanted my sons to be. Corban has been like a family to me and my boys, the staff and Mrs. Darks have given me and my son's so much support and showed us so much love.

My son who was 2 years old had to have open heart surgery, Mrs. Darks did not miss a day coming to the hospital after she had worked a full day at Corban to sit with me and offer support. There were nights I would have to kick her out she would fall



asleep but, she would insist on staying she didn't want me to be alone. My son today calls her grandma I think kids can feel when they are loved and cared for.

My son Is leaving this fall going to kindergarten which makes me sad if I could I would keep him at Corban until he was in the 12 grade. I can say with confident Corban has given my boys the tools they need socially and emotional to give them the confident they need to succeed in school. I feel blessed to have the Corban family in me and my son's lives.

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July 2018

I enrolled my son Alex at Corban Learning Center in January 2016 at the recommendation of a work acquaintance whose son attended. We were first time parents, and I as a working mom harbored some guilt about leaving my 3 month old son in daycare. However, with amount of love and attention Alex received, my concerns quickly abated.

From day one, I was encouraged to call and check on Alex whenever I wanted. I work in the neighborhood and was welcome to come visit Alex if I had the spare time. Alex very clearly loved his caregivers and we grew very fond of them as well. I appreciated that Ms. Evelyn always kept things very tidy and organized and communicated with us when Alex needed more diapers, wipes, etc. Ms. Dottie was consistently full of cheery greetings and excited updates on Alex's progress. Many of the support staff would insist on a hug from Alex before we would leave for the day.

At one point, Alex was having some difficulty making it through the full work day with the amount of breast milk I could pump. Everyone was very supportive in helping find a solution that worked for all of us - they let me use the management office to nurse Alex in the morning which helped him be able



to make it through the day. I was incredibly grateful to have their support as a mom dedicated to exclusively breastfeeding.

In June 2017, my husband changed job locations away from downtown Cincinnati. I was also pregnant with our second child at the time. It no longer made logistical sense to have our children in daycare only near my workplace, so we moved Alex to a center closer to our home in October to be settled in before his baby brother arrived in December.

I would highly recommend Corban Learning Center for infant care. They provide a very loving and nurturing environment. I wish them all the best!

Liz Whitaker





801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201900262	Communication	Held
		Councilmember Mann, from Olivia Darks, Center, regarding Corban Early Learning Center enue.
	Introduced: 1/21/2021	Controlling Body: Budget and Finance Committee
	Meeting Date: 1/21/2021	Sponsor(s): Mann
	Department: David Mann	
	Drafter: Robert.Neely@cincinnati-oh.g	ov

DM Journe

Richard J. Lemker

February 5, 2019

201900270

Mayor John Cranley
Vice Mayor Christopher Smitherman
Council President Pro Tem Tamaya Dennard
Council Member Greg Landsman
Council Member David Mann
Council Member Amy Murray
Council Member Jeff Pastor
Council Member Chris Seelbach
Council Member P.G. Sittenfeld
Council Member Wendell Young

#### Re:

Request for Emergency Funding Repaving of a Section of U.S. 50 / River Road

Mayor & Council Members:

I am once again contacting you on behalf of hundreds of fellow citizens to request emergency funding for repaving of a section of U.S. 50 / River Road, between Fairbanks Avenue and Dart Avenue. I have attached a copy of the *Petition to Repave U.S. 50 / River Rd. from Fairbanks Ave. to Dart Ave.*, upon which we have over 500 signatures, as well as a Letter of Support from the Sayler Park Village Council. Those who use this highway deserve a better pavement to drive on.

This request was made last year during the budget period, and was not funded. transferred this matter to the Neighborhood Committee for review. This is not a "neighborhood" matter. The matter was therefore not discussed with the Neighborhood Committee. I personally initiated a Petition in support of this issue last year. I am a resident of Sayler Park; the section of roadway at issue is not in Sayler Park. The Petition was signed by Cincinnati residents from many neighborhoods, employees and owners of businesses located in Cincinnati, as well as patrons of those businesses. The Petition speaks for any and all Cincinnati residents "at large" who use the road on a regular basis. Please put this road issue back on your Committee's agenda where it belongs. It is a major road project that requires your Committee's attention and action.

The U. S. Army Corps of Engineers has issued a Public Notice announcing the application for a Permit to operate a new trans-loading facility on the Ohio River, involving 80 to 100 large trucks in and out of the facility on U.S. 50 / River Road near Dart Avenue. As we understand it, this truck traffic would flow both east and west, placing increased wear and tear on the section of the road we seek to have repaved.

The current City Street Repaving Schedule for U.S. 50 / River Rd. from Fairbanks Ave. to Dart Ave. is as follows:

- 2019: no work is to be done
- 2020: no work is to be done
- 2021: no work is to be done
- 2022: repaye between Fairbanks to Anderson Ferry (half the distance)
- 2023: no work is to be done
- 2024: (tentative) repave between Anderson Ferry and Dart (other half)

Why has Cincinnati allowed this section of the road to deteriorate into such terrible shape already? This repaving likely should have been done 5 years ago. How can you justify allowing it to continue to deteriorate for 5 more years? In 2024, it will be 10 years past due! This year, it is way past time to catch up. **This repaving really cannot wait!** 

Another section of U.S. 50 (the same road) was recently repaved just west of the Cincinnati City limit, beginning in Addyston and continuing toward Indiana. It's condition is in stark contrast to the section of the road we are asking you to repave. It is absolutely gorgeous! The paving on this section is in perfect condition!

I am asking that you schedule time on the Major Projects Committee and / or Budget & Finance Committee Meeting Agenda(s) for discussion of Emergency Funding for this issue. I will be glad to attend and bring other community leaders with me to present the signed Petitions and our case regarding this critical road repaving need. If you would like to discuss this issue before scheduling us at a full Committee Meeting, I can arrange that too, at your convenience.

Looking forward to moving forward on this issue with you,

Sincerely

Richard J/ Lemker

#### Attachment:

Copy of Petition to Repave U.S. 50 / River Rd. from Fairbanks Ave. to Dart Ave



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201900270	Ordinance	Held
		Councilmember Young from Richard J. Lemker, Funding/Repaving for a Section of U.S. 50/River
	Introduced: 2/13/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/13/2019	Sponsor(s): Young
	Department: Wendell Young	
	Drafter: Chelsey.Pettyjohn@cincinnati-	oh.gov



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

201900365

February 27th, 2019

#### **MOTION**

WE MOVE that the City Administration report on the feasibility of extending the opportunity to enroll in the Transportation Expense Reimbursement Account (TERA) program, which is used for parking and transportation expenses, to all City employees.

	J.G. State
Councilmember David Mann	Councilmember PG Sittenfeld
TAMAYA DENNARD	Sall
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#### **STATEMENT**

Encouraging City of Cincinnati employees to utilize public transportation to commute to and from work is a goal that is consistent with the Green Cincinnati Plan in terms of decreasing the consumption of fossil fuels as well as to increasing the number of passenger miles traveled via public transit.

Currently, only Non-Represented and CODE employees are offered the opportunity to enroll into a Transportation Expense Reimbursement Account (TERA) to be used for parking and transportation expenses. This is a pre-tax program, offered through Custom Design Benefits, that we would like to extend to all full-time employees of the City of Cincinnati.

The TERA is a good deal for the employee. Using a TERA allows the employee to cover these expenses with pre-tax dollars.



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201900365	Ordinance	Held
	WE MOVE that the City Administra opportunity to enroll in the Transpo	mbers Mann, Sittenfeld, Dennard and Seelbach, tion report on the feasibility of extending the rtation Expense Reimbursement Account parking and transportation expenses to all City HED)
	Introduced: 3/6/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 3/6/2019	Sponsor(s): Mann and Seelbach
	Department: David Mann	
	Drafter: Chelsey.Pettyjohn@cincinnat	i-oh.gov



Date: March 12, 2019

To:

Mayor John Cranley

201900418

From:

Paula Boggs Muething, City Solicitor PBM HWG

Subject:

Ordinance - Amending Ordinance No. 294-2018 to Include Over-the-Rhine

Employees, B version

Transmitted herewith is ordinance captioned as follows:

AMENDING certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize people who work in Over-the-Rhine who earn no more than \$50,000 per year to be eligible to obtain SPPA permits rather than only residents of the neighborhood.

PBM/LDM/(jlk) Attachment 280552-4

LDM/B PBM/

## City of Cincinnati

## An Ordinance No.

- 2019

**AMENDING** certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize people who work in Over-the-Rhine who earn no more than \$50,000 per year to be eligible to obtain SPPA permits rather than only residents of the neighborhood.

WHEREAS, Council wishes to expand the pool of those eligible to purchase permits for the Over-the-Rhine Special Parking Permit Area to people who work in Over-the-Rhine who earn no more than \$50,000 per year in wages and salary, instead of only residents who live in Over-the-Rhine; now, therefore,

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

Section 1. That Section 2 of Ordinance No. 294-2018, as modified by Ordinance No. 380-2018, by which a Special Parking Permit Area ("SPPA") in Over-the-Rhine was established and modified, is hereby further amended as follows (deletions struck through; additions underlined):

Section 2. That the City Manager or designee shall issue residential parking permits to residents of the SPPA or employees who work for entities located within the SPPA who meet the income requirements established in Section 4 herein for an annual permit fee of \$60 and shall offer permits to qualifying low-income residents of the SPPA at a discounted rate of \$25, with eligibility to purchase a permit for the reduced annual fee to be based on a resident's provision of proof of any of the following:

- (1) Lease or other documentation from the resident's landlord showing that the resident lives in subsidized and or tax credit housing under the Low-Income Housing Tax Credit ("LIHTC") Program or a similar City-administered or Cityfunded program;
- (2) Ohio Direction Card showing that the resident is eligible for Supplemental Nutritional Assistance Program ("SNAP") benefits, also known as food stamps;

(3) Medicaid managed care plan participation or fee-for-service card showing that the resident is eligible for Medicaid;

(4) Ohio EPPICard showing that the resident is eligible for Ohio Works First ("OWF") cash assistance; or

(5) Supplemental Security Income ("SSI") award letter or other appropriate documentation showing that the resident is eligible for SSI.

Section 2. That Section 4 of Ordinance No. 294-2018 is hereby amended as follows (additions underlined):

Section 4. That SPPA parking permits shall be sold only to occupants who reside in a dwelling unit on a street, avenue, or other location within the SPPA, or to employees who work for any entity with a physical location within the SPPA and who earn total annual wages and salary of no more than \$50,000, in accordance with verification procedures established by the Department of Transportation and Engineering.

Section 3. That all other provisions of Ordinance No. 294-2018 shall remain in full force and effect.

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

Passed:		, 2019		
			John Cranley, Mayor	
Attest:				
	Clerk			



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status	
201900418	Ordinance	Held	
	ORDINANCE, submitted by Mayor John Cranley, AMENDING certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize people who work in Over-the-Rhine who earn no more than \$50,000 per year to be eligible to obtain SPPA permits rather than only residents of the neighborhood. (VERSION B)		
	Introduced: 3/13/2019	Controlling Body: Budget and Finance Committee	
	Meeting Date: 3/18/2019	Sponsor(s): Cranley	
	Department: Mayor John Cranley		
	Drafter: Chelsey.Pettyjohn@cincinnati	-oh.gov	



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Christopher E. C. Smitherman

Cincinnati Vice Mayor

201900422

February 28, 2019

#### **MOTION**

WE MOVE the Administration look for capital dollars in the City budget to support a

proposed monument honoring Reverend Dr. Martin Luther King, Jr., at the intersection
of Reading Road and Martin Luther King Drive.
Chapter -83,
Vice Mayor Christopher Smitherman
Dymy He



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status	
201900422	Motion	Held	
	MOTION, submitted by Vice Mayor Smitherman, Councilmembers Murray and Pastor, WE MOVE the Administration look for capital dollars in the City budget to support a proposed monument honoring Reverend Dr. Martin Luther King, Jr., at the intersection of Reading Road and Martin Luther King Drive.		
	Introduced: 3/13/2019	Controlling Body: Budget and Finance Committee	
	<b>Meeting Date:</b> 3/13/2019		
	Department: Christopher Smitherman		
	Drafter: sheila.andrews@cincinnati-ol	n.gov	



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201900423

Christopher E. C. Smitherman Cincinnati Vice Mayor

February 28, 2019

#### **MOTION**

WE MOVE the City Administration allocate fund	s to provide ballistic helmets to all fire					
personnel at a cost of \$215,476,00.						
Church	utter					
Vice Mayor Christopher Smitherman						
Any y Muy	Aff As					
Vice/Chair Amy Murray	Councilmember Jeff Pastor					

#### **STATEMENT**

In light of the shooting that occurred on Fountain Square in September 2018, ballistic helmets are critical to protect the lives of City firefighters when they respond to active-shooter incidents.



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
201900423	Motion	Held
	MOTION, submitted by Vice Mayor Smitherman, Councilmembers Murray and Pastor, WE MOVE the City Administration allocate funds to provide ballistic helmets to all fire personnel at a cost of \$215,476.00.	
	Introduced: 3/13/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 3/13/2019	Sponsor(s): Smitherman
	Department: Christopher Smitherman	
	Drafter: sheila.andrews@cincinnati-oh.	gov



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201900523

### Tamaya Dennard

Councilmember

March 19, 2019

### **MOTION**

WHEREAS, the City Council of Cincinnati supports and expresses its appreciation for creative solutions to pervasive criminal justice challenges, particularly programs that increase collaboration between social service organizations and law enforcement institutions to prioritize positive mental health interventions, treatment, and rehabilitation; and

**WHEREAS**, the Hamilton County Board of County Commissioners 2017-2018 Work Plan and Policy Agenda included "developing new tools for law enforcement to reduce the incidence of recurring overdoses, including implementation of a pre-arrest diversion program" as a policy priority; and

WHEREAS, in response, the Hamilton County Heroin Coalition conducted research, and discussed implementation of Law Enforcement Assisted Diversion (LEAD); and

**WHEREAS**, LEAD is a program which allows law enforcement officers to make referrals directly to case managers who work with offenders to address issues such as homelessness, addiction, or mental illness, and therefore reduces crime and recidivism by addressing the underlying conditions that tend to precede criminal activity;

**WHEREAS**, the Hamilton County Heroin Coalition partnered with Interact for Health to collect and analyze stakeholder data, in which surveyed participants represented law enforcement, local government, behavioral health, judicial, and other entities. Specific findings can be found in the attached memo, which includes the following:

- 90% of respondents felt the time is right to concretely plan for a diversion program launch;
- A robust tracking system is necessary for success, as well as clearly defined roles and protocols;
- One administrative authority to oversee the program; a dedicated department within the Hamilton County administrative structure was most favored; and

WHEREAS, at the 2018 National Police Treatment and Community Convention, the delegation from Hamilton County won a competitive grant to provide technical assistance and training for the implementation of LEAD in Hamilton County. The key elements of this grant proposal can be found in the attached memo to this Motion, and include the following:



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### Tamaya Dennard

Councilmember

- Leveraging existing Heroin Coalition partnerships to Implement LEAD;
- Taking steps to ensure equity in program administration and affected populations;
- Making program data open and quickly available to the public; and

WHEREAS, Heroin Coalition Partners received an invitation to participate in the formulation of a policy recommendation for LEAD implementation, and as a result, the recommendations that can be found in the attached documents contain information regarding the feedback from treatment providers, law enforcement officials, prosecutors and defense attorneys, and other Hamilton County Heroin Coalition partners; and

WHEREAS, The Hamilton County Office of Reentry possesses the resources and experience to successfully implement the case management necessary for LEAD implementation in Hamilton County, and the Office of Reentry meets the criteria designated by critical stakeholders as outlined in in the attached because it is a government agency with a history of successful partnerships with law enforcement agencies and the court system; and

**WHEREAS**, Hamilton County applied for a United States Department of Justice Grant to fund a LEAD pilot program, and was awarded \$500,000; and

WHEREAS, the grant application was submitted with letters of support from U.S. Senator Sherrod Brown, U.S. Senator Rob Portman, The Hamilton County Coroner, The Mental Health and Recovery Services Board, The Health Collaborative, Hamilton County Job and Family Services, Interact for Health, Mercy Health, Talbert House, The Village of Newtown, The Hamilton County Association of Police Chiefs, and Cincinnati Mayor John Cranley; and

**WHEREAS**, The Heroin Coalition has engaged the City Administration, City Council, and Cincinnati Police Department regarding the proposed launch and implementation of a LEAD pilot program in the City of Cincinnati; and

**WHEREAS**, if the pilot program is a success, it could expand into a shared service offered by Hamilton County to all cities, villages, and townships within its jurisdiction;

**WE MOVE** that the Police Department take all steps necessary and proper to implement a LEAD pilot program, utilizing the above referenced grant funds and, in accordance with the guidance included in the attachments, utilizing the Hamilton County Office of Reentry as an administrative and operational partner; and



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Councilmember

WE FURTHER MOVE that the below-named city officials will appoint the appropriate individuals as representatives from Hamilton County and the City of Cincinnati to a Policy Control Group as described in an attachment to oversee a LEAD pilot program, which will consist of the following appointees:

- · A Representative of Cincinnati City Council, appointed by Cincinnati City Council
- A Representative of the Office of the Mayor of Cincinnati, appointed by the Mayor of Cincinnati
- Office of the City Prosecutor, as assigned by the Cincinnati City Manager
- Office of the Cincinnati Chief of Police, as assigned by the Chief of Police
- The Chair of the Hamilton County Heroin Coalition, as established by the Hamilton County Board of County Commissioners
- The Program Coordinator of the Hamilton County Heroin Coalition, appointed by the County Administrator
- Hamilton County Office of Reentry, appointed by the County Administrator
- A Representative of the Office of the Public Defender, appointed by the County Administrator
- A Representative of the Ohio Justice and Policy Center (OJPC), recommended by OJCP and appointed by the County Administrator

Councilmember Tamaya Dennard



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Tamaya Dennard

Councilmember

### **STATEMENT**

The truth is that we can't arrest away crime. Attempting to do so does create overcrowded jails and prisons. We must create alternatives to arresting and prosecuting low-level offenses. People make mistakes. Minor and nonviolent mistakes shouldn't follow you for the rest of your life. Having an arrest record jeopardizes current and future employment, compromises student loans and blocks access to housing.

Law Enforcement Assisted Diversion, a pre-arrest diversion program, considers immediate and long-term needs for health services, social and economic support to help keep people needlessly out of the criminal justice system. Instead, we can help to direct people to the continuum of assistance and services they need including, but not limited to, emergency housing, access to food, health services, employment and education.

On motion of Ms. Driehaus, seconded by Ms. Summerow Dumas the following resolution was adopted...

## RESOLUTION DIRECTING THE COUNTY ADMINISTRATOR TO IMPLEMENT A PILOT LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) PROGRAM IN PARTNERSHIP WITH THE CITY OF CINCINNATI

### BY THE BOARD:

WHEREAS, the Hamilton County Board of County Commissioner's 2017-2018 Work Plan and Policy Agenda included "developing new tools for law enforcement to reduce the incidence of re-occurring overdoses including implementation of pre-arrest diversion program" as a policy priority; and

WHEREAS, in response, the Hamilton County Heroin Coalition conducted research, and discussed implementation of Law Enforcement Assisted Diversion (Hereinafter "LEAD"); and

WHEREAS, LEAD is a program which allows law enforcement officers to make referrals directly to case managers who work with offenders to address issues such as homelessness, addiction, or mental illness, and therefore reduces crime and recidivism by addressing the underlying conditions that tend to precede criminal activity;

WHEREAS, the Hamilton County Heroin Coalition partnered with Interact for Health to collect and analyze stakeholder data. The surveyed participants represented law enforcement, local government, behavioral health, judicial, and other entities. Specific findings on this study can be found in the memo attached to this Resolution as 'Exhibit A," and include the following:'

- 90% of respondents felt the time is right to concretely plan for a diversion program launch:
- A robust tracking system is necessary for success, as well as clearly defined roles, and clear protocols for everyone involved;
- One administrative authority to oversee the program. A dedicated department within the Hamilton County administrative structure was most favored; and

WHEREAS, at the 2018 National Police Treatment and Community Convention, the delegation from Hamilton County won a competitive grant to provide technical assistance and training for the implementation of LEAD in Hamilton County. The key elements of this grant proposal can be found in the memo attached to this Resolution as 'Exhibit B,' and include the following:

- 1. Leveraging existing Heroin Coalition partnerships to Implement LEAD;
- 2. Taking steps to ensure equity in program administration and affected populations;
- 3. Making program data open and quickly available to the public; and

WHEREAS, Heroin Coalition Partners received an invitation to participate in the formulation of a policy recommendation for LEAD implementation, and as a result, the recommendations that can be found in the attached Exhibit B contain information regarding the feedback from treatment providers, law enforcement officials, prosecutors and defense attorneys, and other

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Heroin Coalition partners; and

WHEREAS, The Hamilton County Office of Reentry possesses the resources and experience to successfully implement the case management necessary for LEAD implementation in Hamilton County, and the Office of Reentry meets the criteria designated by critical stakeholders as outlined in Exhibit A because it is a government agency with a history of successful partnerships with law enforcement agencies and the court system; and

WHEREAS, Hamilton County applied for a Federal Department of Justice Grant to fund a pilot program of LEAD, which application was supported by Senator' and was awarded \$500,000; and

WHEREAS, the grant application was submitted with letters of support from U.S. Senator Sherrod Brown, U.S. Senator Rob Portman, The Hamilton County Coroner, The Mental Health and Recovery Services Board, The Health Collaborative, Hamilton County Job and Family Services, Interact for Health, Mercy Health, Talbert House, The Village of Newtown, The Hamilton County Association of Police Chiefs, and Cincinnati Mayor John Cranley; and

WHEREAS, The Heroin Coalition Has engaged the City of Cincinnati and Cincinnati Police Department regarding a LEAD pilot program, and the Cincinnati City Council is considering that request; and

WHEREAS, if the program is a success, it could expand into a shared service offered by Hamilton County to all cities, villages, and townships within its jurisdiction; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Hamilton County, Ohio, that the County Administrator is hereby directed to implement a LEAD Pilot, program utilizing the above referenced grant funds and in accordance with the guidance included in the attached Exhibits A and B, utilizing the Hamilton County Office of Reentry in partnership with the City of Cincinnati.

BE IT FURTHER RESOLVED that the Administrator will appoint the appropriate individuals as representatives from Hamilton County to a Policy Control Group as described in Exhibit B to oversee the LEAD pilot program, which will consist of the following:

- A Representative of the Cincinnati City Council appointed by the city council
- A Representative of the Office of the Mayor of Cincinnati, appointed by the Mayor
- Office the City Prosecutor, as assigned by the City of Cincinnati
- Office of the Cincinnati Chief of Police, as assigned by the Chief of police
- The Chair of the Hamilton County Heroin Coalition, as established by the Hamilton County Board of County Commissioners
- The Program Coordinator of the Hamilton County Heroin Coalition appointed the County Administrator
- Hamilton County Office of Re-entry appointed by the County Administrator:
- A Representative of the Office of the Public Defender appointed by the County Administrator



• A Representative of the Ohio Justice and Policy Center, recommended by said organization and appointed by the County Administrator

**ADOPTED** at a regularly adjourned meeting of the Board of County Commissioners of Hamilton County, Ohio, this 7<sup>th</sup> day of March, 2019.

Driehaus YES

Summerow Dumas YES

Portune YES

### CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is true and correct transcript of a resolution adopted by the Board of County Commissioners in session this 7<sup>th</sup> day of March, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of the Office of the Board of County Commissioners of Hamilton County, Ohio, this 7<sup>th</sup> day of March, 2019.

Jacqueline Panioto, Clerk

Board of County Commissioners

Hamilton County, Ohio



### Marta Brockmeyer, Ph.D.

Exhibit A

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**Facilitating Nonprofit Success** 

### Summary of Pre-arrest Diversion Stakeholder Interviews

#### **Process**

This project was initiated by the Hamilton County Heroin Coalition to consider the issues and concerns involved in implementing a pre-arrest diversion program. The Coalition made diversion a priority as part of its July 2017 strategic plan. The lead project partners were Denise Driehaus and Alex Linser (Hamilton County Board of Commissioners), Tom Fallon (Hamilton County Heroin Coalition Task Force), Kelly Firesheets (Interact for Health) and Emily Manning (Hamilton County administration). The planning group, with the knowledge of the larger Coalition Steering Committee, decided to hire a facilitator to collect stakeholder data. Interact for Health funded the project; Hamilton County funds were not used.

This following definition of pre-arrest diversion was adopted for the interviews:

A partnership between law enforcement, service providers, and the court system that allows police officers to divert people into treatment instead of arresting them, when the criminal activity is likely related to untreated mental illness, addiction, and/or extreme poverty.

One preliminary stakeholder interview was conducted on December 6, 2017; forty interviews were conducted between April 30 and May 18, 2018. The forty-one participants represented local government, law enforcement, behavioral health, judicial and other entities. Interviewees were promised anonymity, though a few gave permission to share specific personally-identifiable comments. Most were asked all of the same questions, but some did not feel they had the knowledge to respond to all items. Several submitted additional comments via email. Each person seemed genuinely eager to help, and most commented favorably on the quality of the questions and thorough process.

#### Composite View

Respondents unanimously and enthusiastically supported the goal of treatment for those with addictions. And, approximately 90% felt the time is right to concretely plan for a diversion program launch. Themes and widespread agreement centered around:

- The need for a robust tracking system, clearly defined roles, and clear protocols for everyone involved.
- One administrative authority to oversee the program. A dedicated department within the Hamilton County administrative structure was most favored.
- Several existing Ohio laws present a barrier to implementation. Participants recommended a two-pronged approach immediately addressing a legislative remedy while identifying "work arounds" in the interim.



#### **State of Readiness**

Almost all interview participants stated that Hamilton County is in a state of readiness to begin serious planning for pre-arrest diversion. Several mentioned that it is, "if anything, long overdue" because we are in crisis state that requires immediate action.

"We need to throw everything we have at the epidemic."

"It's the right time for society and the right time for Hamilton County."

The reasons given were remarkably similar, especially considering the different perspectives represented. The lack of jail space was mentioned repeatedly, and some questioned the quality of the programs for those in jail. Concerns about the high level of judicial caseloads were mentioned frequently. And, most talked about the inevitability of "even more lives ruined" as well as additional deaths. A handful of people questioned the wisdom of putting additional burdens on existing treatment programs that would result in increased waiting lists and less follow up.

"Our systems are not working."

"It's time to have a serious conversation about why the treatment system in the jail is not effective."

When asked about the consequences of not implementing pre-arrest diversion, most people quickly said, "More deaths."

In the absence of diversion, several interviewees suggested a process in which an offender would be arrested and immediately evaluated by a mental health professional. Then, on the recommendation of that evaluator and the prosecutor, charges would be dismissed. Others mentioned an expansion of Drug Court. In general, those interviewed said they struggled to answer this key question because most were focused on the need for a diversion effort.

Challenges

Even respondents who support pre-arrest diversion were forthcoming about the challenges of design and implementation of a program. The "addict's actual addiction" was mentioned as an obvious barrier that is often overlooked. So many of the interviewees referred to our "punitive community culture" and the pervasive feeling that offenders represent "moral failure" and have a choice about using drugs. Interestingly this assessment included medical and behavioral health staff members, some of whom are thought to approach their work with a negative, judgmental attitude.

A significant number of participants, including some officers, mentioned the problematic nature of diversion for some in law enforcement. There is some belief that judicial, not law enforcement, decisions should determine whether a person is referred for treatment without being charged with a crime.

Other challenges included concerns about Hamilton County's "trying to do too much with too few resources," the lack of a good data tracking system, and the perceived confusion resulting from several Ohio laws.



**Eligibility for Diversion** 

There was agreement that the offender eligibility profile should be clearly defined before starting any diversion actions. Some suggested the profile might be narrow initially, then expanded over time once evaluation data was available. Several people suggested reviewing offender profiles from communities that have already established effective diversion programs. It seemed important to include individual situations and exceptions because of the difficulty in defining "by type" offenses. In general, however, recommendations were made to consider including "low level offenses" such as misdemeanors and public nuisances, disorderly conduct, trespassing, simple battery, minor drug possession, shoplifting and other non-violent and victimless crimes. The general agreement was to not include drug sellers, although a few said, "The difference between a seller and a user is not always clear."

Several other eligibility models exist within Hamilton County departments. Interviewees suggested a review of Mental Health Court, Drug Court and post-conviction treatment-based programs as an initial step. "Drug possession-type charges might be a good place to start."

Some concern was expressed about losing the focus on public safety. And, first time offenders may find the threat of jail time to be too minimal to consent to participation in a diversion program, reducing the ability for early intervention.

"Diversion can't just be a referral...it must be a mechanism for the person to enter a treatment program immediately."

"Police can divert now for psychological episodes — do not make this for the convenience of the cops."

### **Law Enforcement Considerations**

Most participants expressed the belief that many officers would welcome a pre-arrest diversion effort. Law enforcement representatives see drug-related damage every day and would like to have new options for helping people. At the same time, education would be critical for those who are less enthusiastic about diversion, and that education must come from other officers. Across all interviews, there was remarkable agreement about the needs of front-line officers if pre-arrest diversion is implemented. Officers would need:

- Clear protocols, including eligibility criteria
- A single source of contact for referrals
- One place to transport offenders, open 24 hours a day
- Training and regular reinforcement to ensure proper implementation

It is significant that nobody suggested only one or two of these -- all four were considered essential. This question generated a great deal of discussion — and empathy for the "cop on the street who cannot make multiple phone calls." Also, people felt the diversion process would have to allow for quick movement, so the officer would "feel confident that something is happening." Instructions to the offender should include the potential length of the diversion program to ensure the support of law enforcement.

When asked how long the officer's involvement should be, more people felt it should end at the point of referral and "hand off." So many interviewees talked about ongoing officer involvement as an ideal state but felt Hamilton County simply does not have the resources to attempt this. A few people did suggest that the offender might well choose to continue the relationship with the apprehending officer, but this would require good boundaries on the part of the officer. And, one person asked if continuing communication was for treatment or for community/police relations.

Many of the participants offered the opinion that law enforcement is "open to sentencing alternatives rather than using jails as holding places for addiction and mental health issues." These types of comments were heard repeatedly but were usually followed by references to the officer's duty to enforce the law and keep the peace.

"It would be worrisome for police officers to take on the decision role and be held responsible for those decisions."

"New responsibilities and programs that change this role should be voted on by the public VOL. 353 and acted upon with legislation."

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**Legal Considerations** 

Representatives of the legal community strongly supported the goal of diversion. They talked about the potential for saving lives, improving the quality of lives and reducing the burdens on various administrative units. Most expressed a desire to do as much as possible now even while working to overcome structural challenges.

Even those who strongly supported diversion agreed that Ohio laws governing the potential implementation of a strong pre-arrest diversion program appear to be barriers, a situation that limits decision making. As one said, "We are trying to treat a medical problem in a legal system that is not set up for it."

About one-third of those interviewed stated Ohio laws would have to be changed before prearrest diversion would work. According to section 2935.03(A)(1) of the Ohio Revised Code, it is mandatory for a police officer to "arrest and detain until a warrant can be obtained, a person found violating... a law of this state." And, section 2921.44(A)(2) of the Code addresses the issue of dereliction of duty if an officer fails to apprehend an offender or prevent the occurrence of an offense.

A recent Ohio Supreme Court case (Argabrite v. Neer, 149 Ohio St.3d 349, 2016-Ohio-8374) addressed the issue of officer negligence. The ruling suggested that an officer who fails to adhere to a mandatory duty may face potential liability associated with the decision.

Multiple interviewees felt an officer would be negligent if she or he moved the offender toward diversion under current law.

"A law enforcement officer's duty is to enforce the law and keep the peace. Current law does not allow for the front-line officers to make decisions about diversion."

Depending on the eligibility guidelines for diversion, the above legal concerns may be further complicated by Marsy's Law (Ohio Constitution, Article I, section 10a). This language outlines the victim's constitutional rights that "shall be protected in a manner no less vigorous than the rights afforded to the accused." Under this, a victim of crime may choose to be heard regarding

any plea. There was some concern that Marsy's Law could deter a referral or slow the diversion process.

In late 2016, Ohio passed a Good Samaritan Law (Ohio HB 110) specifically related to drug overdoses. This law provides immunity to individuals for minor drug possession offenses when they seek emergency assistance during a drug overdose. A few interviewees wondered if this law might also add confusion. Lacking a solid data tracking capacity, an officer might find it difficult to know if an offender was eligible for diversion. Participants raised a few other legal questions:

- Could legal challenges be brought if offending individuals are treated differently under similar situations?
- Would the individual be considered of sound mind to make the decision to voluntarily enter a diversion program while still under the influence of a drug?
- Would large companies be reluctant to support diversion if they were required to
  communicate with a diversion office every time someone shoplifted or committed a
  relatively minor crime? Some store owners may choose to prosecute an offender to
  deter committed a
  relatively minor crime? Some store owners may choose to prosecute an offender to
  deter committed a
  relatively minor crime?

Multiple interviewees mentioned judicial training and attitudes about punishment as a complication in implementing diversion. There were also many comments about judges not wanting to be labeled "soft on crime." Several stated that judges are primarily "focused on getting re-elected" and do not want to release an offender who may commit a more serious crime. And, some mentioned the weariness of long-time judges who "don't believe a new approach would matter one way or the other." The majority of those interviewed suggested any education about diversion should come from others in the judicial community to increase credibility.

Participants who attended the group session related to legal issues expressed strong support for diversion. They also reviewed the realities of working within a framework that limits law enforcement and judicial choices. In addition to this group's insightful comments about immediately addressing the apparent limitations in Ohio laws, they spoke passionately about the need to start planning efforts and work as creatively as possible within the current statutory constraints.

"Officers and victims need to feel there has been accountability."

"The reality is we are not prosecuting drug offenses now, but this is not understood by the public."

"Victims would always need to be consulted and agree to proceed with diversion in lieu of arrest and prosecution."

"We need new legislation!"

#### Data

To consider a diversion system, almost everyone said a robust tracking system would be required to collect and share data. Currently, an officer does not have the ability to access the necessary background information to make a diversion determination. "It can be difficult to know if it's a first offense," was heard often. Officers need the person's prior history, including an evaluation of any post-arrest interventions. And, it is difficult to work with other jurisdictions in the absence of this capability.

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"We need to accurately track all of this and be able to share information across county lines."

Several suggestions were made about how to measure diversion efforts. Some suggested starting small to develop systems, then broadening efforts slowly when successful practices were solidly in place. Early and regular review was promoted so mistakes could be addressed along the way. Quarterly review sessions for two years were recommended. Suggestions were also made about the need for informal, qualitative evaluations. A few people mentioned the importance of regular discussions about what is working well and where the diversion gaps are. As one said, "If we don't do this now, we will mess up ongoing and future collaborations."

In terms of a pilot project group, a few suggested drug use and overdose offenders because they are already entitled to receive treatment in lieu of arrest. Others thought the Cincinnati Police Department might select a police district or two for piloting the initial diversion programs.

Discussion about funding specifically for data collection was limited, but this appears to be a probable opportunity for grants or donations from the business community. Universities and law enforcement agencies were also suggested as resources for developing data collection systems.

### Funding

Questions about funding and sustainability were difficult to answer, mostly addressed in "big picture" terms. A majority of participants felt strongly that funding must be primarily local if it is to be sustained, and that grants are typically helpful for starting programs but not maintaining them. Funding suggestions included a review of what other communities have done, as well as taxes, private gifts, Medicaid and criminal justice funding as potential options. One person mentioned the foreclosure fund in the Prosecuting Attorney's Office and another suggested any potential settlement from the law suit against drug manufacturers as future funding sources.

Several people mentioned the importance of involving the business community in planning for diversion. Companies, especially those with hiring challenges due to the drug epidemic, might want to invest in diversion planning for business reasons as well as humane ones. Tax breaks and social impact bonds were also mentioned.

When asked what organizations might save money if diversion were implemented, the jails and prisons were cited most by stakeholders. Hospitals, insurance companies, and Jobs and Family Services were mentioned several times. Most also talked about savings in the framework of intangibles such as time and energy.

- "Start with a grant, then roll it over to general county funding or a levy."
- "Be clear that the sustainability issue is for the benefit of the drug users, not the nonprofits themselves."
- "If we can define success with this group through diversion and treatment, it will help us get funding for expansion and for other addiction services."

### **Communication Plan**

The need for clear, frequent communication was mentioned consistently during the interviews. Nearly everyone talked about community education as a requirement for a diversion launch that could be supported by all stakeholders. It would be particularly important to counter the public

perception that someone was offending and "getting off free" and to allay concerns that any one group was treated less favorably than others. The public also needs to know in advance if the role of law enforcement has changed to include referrals to diversion programs. Without this communication, old expectations may lead to confusion and criticism. As one officer said,

"Our responsibilities are to support what the voters want and approve through legislation... the public should be educated about the roles of all parties involved."

So many participants urged sensitivity toward the African-American community, given the perception that they were ignored during the crack cocaine epidemic. This widespread belief has created resentment in the African-American community that would have to be confronted.

A large number of participants referred to the need for success stories and a good communication plan. Many mentioned how important it is for each public sector to be educated by its own sector. Interviewees suggested that skeptical police and judges would be more likely to embrace the idea of diversion if they "saw success" and witnessed the benefits first hand. Police particularly experience so many negative moments with offenders, they "would have more buy in and morale would improve" if they also experienced positive ones.

Throughout these discussions, the need for empirical evidence to support the effectiveness of diversion was clear. While it would be difficult to do extensive research before the desired data tracking system was put in place, stakeholders felt it was critical to include research findings compared from other cities as part of this area's education efforts.

"Coming late to do the right thing is better than not coming at all."

### **Administrative Authority**

Throughout the interviews, people shared thoughts about where a diversion program might reside. A specific question related to ownership and authority was also asked, with interviewees frequently changing their minds as they brainstormed out loud. When all of the comments were combined, one entity emerged as the favored choice: Hamilton County.

The largest number of participants believed a new department within Hamilton County could take advantage of the existing infrastructure and move quickly. Participants felt law enforcement would be more likely to support this decision because "the county has authority over them already." And, the county's existing relationship with the various courts was considered essential. Some respondents suggested the selection of a different entity would erode judicial trust, especially at a time when some attitudes already create a barrier for diversion.

The Hamilton County Pre-Trial Services department was mentioned by a few stakeholders. They wondered if a unit under this administrative umbrella could serve as an effective home. Since this office has the necessary infrastructure and already does some diversion, it seemed a logical selection to some. A few mentioned that this would have the support of police and the courts. "In the event people fail in diversion, they are already in the criminal justice system."

There was some discussion about rolling the Hamilton County Heroin Coalition into a separate organization with its own 501(c)(3) status. Some felt the Coalition could provide more objectivity if it were separate from the county, but others commented, "it is too enmeshed" with a few nonprofits and probably could not operate independently.

MAR 07 2019

A small number of interviewees felt the Hamilton County Mental Health and Recovery Services Board would be the best administrative unit for diversion. Two people supported the idea of a new collaborative, driven by local hospitals. And, a couple of people mentioned the establishment of a new coordinating body, one that would be "elevated to a high level that represents all." An equal number spoke against creating such a new organization. A few felt any efforts should expand beyond Hamilton County and include Indiana and Kentucky.

Only one person suggested housing a diversion effort in an existing nonprofit, although no particular one was mentioned; most interviewees were opposed to this idea. "It has to be a government entity to drive this." And, one person thought Interact for Health would be ideal.

### **Summary**

Forty-one stakeholders generously donated their time to discuss diversion issues. They were thoughtful, strategic and passionate, even while recognizing the challenges in starting such a program for Hamilton County citizens. As several said, "This needs to be about addictions — some new drug will replace heroin in our discussions."

Almost everyone supported an immediate jump-start to diversion planning, a concurrent, aggressive pursuit of legislative change, and informal agreements about "work around" approaches in the meantime. The belief that Ohio law prevents pre-arrest diversion efforts is problematic in the context of such overwhelming support for a potential new path to recovery.

"We have an opportunity to make an improvement in how the public views drug offenses. It may be an opportunity lost."

"Although I appreciate a cautious approach about most things, I would err on the side of moving quickly and broadly to get treatment to as many people as possible, with the assumption that we can accurately track success or failure of the people in the program."

"We should not worry so much about mistakes-- those can be fixed. We should focus on the side of trying to save lives."

-- July 2018

### **Phone Interview Participants**

Jeff Aluotto (Hamilton County Administrator)

Sara Bolton (The Health Collaborative)

Jocelyn Chess (Hamilton County Prosecutor's Office)

Pat Dressing (Hamilton County Pretrial Services)

Denise Driehaus (Hamilton County Commissioner)

Nan Franks (Addiction Services Council)

Linda Gallagher (Hamilton County Mental Health & Recovery Services Board)

Andy Gillen (Hamilton County Pretrial Services)

Tim Ingram (Hamilton County Health Commissioner)

Trina Jackson (Hamilton County Office of Reentry)



Anthony Johnson (City of Cincinnati Police Dept.)

Jeff Kirschner (Greater Cincinnati Behavioral Health Services)

Sandra Kuehn (Center for Addiction Treatment)

Shana Merrick (Addiction Services Council)

Paul Neudigate (City of Cincinnati Police Dept.)

Christine Patel (Hamilton County Public Defender)

Mark Piepmeier (Hamilton County Prosecuting Attorney)

Colleen Reynolds (P.G. Sittenfeld's staff/Cincinnati City Council)

Cedric Robinson (EMS, Cincinnati Fire Department)

Thomas Rolfes (Hamilton County Public Defender)

Shawn Ryan (BrightView Health)

Margo Spence (First Step Home)

Peter Stackpole (City of Cincinnati Law Dept.)

Tom Synan (Newtown Chief of Police)

Neil Tilow (Talbert House)

Pat Tribbe (Hamilton County Mental Health & Recovery Services Board)

Lisa Webb (Hamilton County Budget & Strategic Initiatives)

Jeff Weckbach (Hamilton County Budget & Strategic Initiatives)

Moira Weir (Hamilton County Jobs & Family Services)

John Young (Hamilton County Mental Health & Recovery Services Board)

### **In-person Group Interview Participants**

### Hamilton County Sheriff's Office

Tom Corbett

Steve Lawson

Kevin Dinkelacker

Pakkiri Rajagopal

#### Legal Representatives

Jocelyn Chess (Hamilton County Prosecutor's Office)

William Gallagher (Private practice attorney)

Natalia Harris (City of Cincinnati Prosecutor's Office)

Dorianne Mason (Ohio Justice and Policy Center)

Heather Russell (Judge, City of Cincinnati Municipal Court)

Pam Sears (Hamilton County Prosecuting Attorney's Office)

Peter Stackpole (City of Cincinnati Law Department)





Exhibit B

MAR 0 7 2019

**DATE:** November 9, 2018 **TO:** Community Partners

FROM: The Office of Hamilton County Commissioner Denise Driehaus

RE: A Proposal for Law Enforcement Assisted Diversion in Cincinnati and Hamilton County

This memo outlines a recommendation for implementing an intervention-based Pre-Arrest Diversion program in Cincinnati and Hamilton County. Broadly speaking, Pre-Arrest Diversion is a program for reorienting police-community relations away from a punitive model and towards community-based harm reduction strategies which ultimately prevent recidivism, improve public safety, reduce incarceration, and save government resources. The memo below provides a framework for implementing "Law Enforcement Assisted Diversion" or "LEAD," a Pre-Arrest Diversion Program developed in Seattle Washington, and adopted by several other cities across the U.S.

### Background

In the Hamilton County Board of County Commissioner's 2017-2018 Work Plan and Policy Agenda, the board listed as one of its policy priorities "developing new tools for law enforcement to reduce the incidence of re-occurring overdoses including implementation of a pre-arrest diversion program." In response, the Hamilton County Heroin Coalition included "Intervention-based Pre-Arrest Diversion through implementation of LEAD in policing agencies" as a tenet of its 2017-2018 strategic plan.

From 2017 to present, the Heroin Coalition has conducted research, interviewed stakeholders, and discussed implementation of LEAD at its regular meetings. A delegation from Hamilton County including Heroin Task Force Commander Tom Fallon, Hamilton County Heroin Coalition Program Coordinator Emily Manning, and representatives of County Commissioner Denise Driehaus and Cincinnati Councilmember Tamaya Dennard attended the National Pre-Arrest Diversion Convention in early 2018. At the conference, that delegation won a competitive grant to provide technical assistance and training for implementing LEAD in Hamilton County. The key elements of the delegations grant proposal include the following:

- 1. Leveraging existing Heroin Coalition partnerships to Implement LEAD;
- 2. Taking steps to ensure equity in program administration and affected populations; and
- 3. Making program data open and quickly available to the public.

Heroin Coalition Partners were invited to participate in the formulation of a policy recommendation for LEAD implementation, and as a result the recommendations below have been developed with feedback from treatment providers, law enforcement officials, prosecutors and defense attorneys, and many other Heroin Coalition partners. Interact for Health commissioned a survey of key stakeholders to assist in developing a program. Key conclusions from that report include the following:





- 1. 90% of respondents believe the time is right for pre-arrest diversion in Hamilton County;
- Stakeholders prefer that case management within a Pre-Arrest Diversion program be housed within an agency of the county government, because of the need to work closely with the criminal justice system; and
- 3. There is a need for a robust tracking system, clearly defined roles, and clear protocols for everyone involved.

The Heroin Coalition applied for a Department of Justice Grant to fund a pilot program of Pre-Arrest Diversion and was awarded \$500,000. That grant application was submitted with letters of support from The Hamilton County Coroner, The Mental Health and Recovery Services Board, The Health Collaborative, Senator Rob Portman, Senator Sherrod Brown, Hamilton County Job and Family Services, Interact for Health, Mercy Health, Talbert House, The Village of Newtown, The Hamilton County Association of Police Chiefs, and Cincinnati Mayor John Cranley.

With grant funding secured for planning and implementation of a pilot program, the memorandum below sets forth a recommendation from the Hamilton County Heroin Coalition for implementation of LEAD as a pilot program in the City of Cincinnati. If the program is successful, it could expand into a shared service offered by Hamilton County to all cities, villages, and townships within its jurisdiction.

The key elements of the pilot program include:

- 1. Participation by the Cincinnati Police Department District 1in pre-arrest referrals to case management;
- 2. Case management provided through the Hamilton County Department of Reentry; and
- 3. Data collection and publication to monitor program performance and inclusion.

The attached memo provides background information on the LEAD program.

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IMAGE 3930

Todd Portune President Phone (513) 946-4401 Fax (513) 946-4446 **Board of County Commissioners** 

Jeff Aluotto Administrator Phone (513) 946-4420 Fax (513) 946-4444

Denise Driehaus Vice President Phone (513) 946-4405 Fax (513) 946-4404

Room 603 County Administration Building 138 East Court Street Cincinnati, Ohio 45202 Jacqueline Panioto Clerk of the Board Phone (513) 946-4414 Fax (513) 946-4444

Chris Monzel Phone (513) 946-4409 Fax (513) 946-4407

www.hamilton-co.org

DATE:

July 20, 2018

TO:

**Community Leaders** 

FROM:

The Office of Hamilton County Commissioner Denise Driehaus

RE:

Analysis and Study on the Law Enforcement Assisted Diversion Programs

This memo is meant to act as a survey and analysis of Law Enforcement Assisted Diversion (LEAD), a pre-booking diversion program initiated by King County, Washington to serve the areas of Belltown and Skyway.

King County officials developed LEAD in response to concerns over the way drug offenses were being handled and growing dissatisfaction with the principles and policies of the War on Drugs. A new approach was developed that focused on harm-prevention and positive community support to aid in recovery and integration rather than criminal penalties designed to deter drug use. Various cities and counties cite differing reasons for adopting LEAD programs, but the general consensus is that increasing evidence demonstrates that the current system of criminal justice has not adequately reduced drug use or decreased recidivism.

LEAD is run under a large number of core principles which are considered crucial to effective implementation by the LEAD National Support Bureau<sup>13</sup>. The main four are:

- Harm Reduction Philosophy Participants will be engaged where they are in their lives and recovery; they will not be penalized or denied services if they do not achieve abstinence.
- Non-Displacement Principle Where existing treatment programs have unused capacity, and when individuals' treatment needs match program services, LEAD staff will match patients with available resources.
- Community Transparency and Accountability Community stakeholders and public safety leaders shall participate in regular staff meetings and have access to program performance reports and program staff.
- Participant Confidentiality The confidentiality of LEAD Participants and a respect for their privacy are crucial components to their success and to ethical service delivery. LEAD stakeholders and operational partners recognize that participant data security is always a priority and participant safety and reputation depend on a commitment to confidentiality and privacy.

### How does LEAD Work?

LEAD operates under the assumption that the current system of criminal justice fails to adequately answer the issue of recidivism in regards to low-level drug and prostitution crimes. LEAD proposes an approach, where officers exercise discretion at point of contact to decide if an individual qualifies for LEAD. Instead of arrest and incarceration, the individual is referred to a trauma-informed intensive case-management program.

The criteria are fairly broad for who could qualify for LEAD, but there are exceptions which vary from program



to program. In the case of the Seattle and Santa Fe Police Departments, an individual is ineligible under the following circumstances:

- The amount of drugs involved exceeded 3 grams, except where an individual was arrested for delivery of or possession with intent to deliver marijuana or possession, delivery or possession with intent to deliver prescription controlled substances (pills).
- The individual did not appear amenable to diversion.
- The suspected drug activity involved delivery or possession with intent to deliver (PWI), and there was reason to believe the suspect was dealing for profit above a subsistence income.
- The individual appeared to exploit minors or others in a drug dealing enterprise.
- The individual was suspected of promoting prostitution.
- The individual had a disqualifying criminal history as follows:
  - Without time limitation: Any conviction for murder 1 or 2, arson 1 or 2, robbery 1, assault 1, kidnapping, Violation of the Uniform Firearms Act (VUFA) 1, any sex offense, or attempt of any of these crimes.
  - Within the past 10 years: Any conviction for a domestic violence offense, robbery 2, assault 2 or 3, burglary 1 or 2, or VUFA 2.

Also listed are the criteria for the Baltimore program:<sup>10</sup>

Adults suspected of minor violations related to controlled dangerous substance (CDS) or prostitution-related offenses may be referred to the LEAD program by a LEAD-trained BPD officer via Stop Referral, except when:

- Suspected CDS activity involves Distribution or Possession with Intent to Distribute, and there is reason to believe the primary motivation for distribution is to derive income
- Individual's behavior does not appear amenable to diversion (e.g. combative behavior)
- Individual appears to be a threat to himself/herself or to public safety
- Individual appears to exploit minors or others in a drug dealing enterprise
- Individual is suspected of promoting prostitution
- Individual has a peace or protective order prohibiting contact with a LEAD Participant or staff
- Individual has an open or pending case in any jurisdiction
- Individual has one of the following disqualifying convictions that occurred within 10 years before the date of the current offense, or if any sentence for one of the following disqualifying offenses was completed within the last 5 years:
  - First Degree or Second Degree Murder
  - Manslaughter or Vehicular Manslaughter
  - Rane
  - First, Second, or Third Degree Sex Offenses
  - Abduction or Kidnapping
  - First Degree Assault
  - Child Abuse (physical or sexual) or Child Neglect
  - Armed Robbery or any offense involving a firearm
  - Arson
- Individual has an open arrest warrant
- Individual is currently under supervision in any jurisdiction (e.g. parole, probation, pretrial release)

The program instead sends the individual to supportive services, the specific facility is chosen based on partnership with the LEAD program and familiarity with the neighborhood of the individual. The local nature of



these facilities helps with costs but also results in the wide variety of services offered by a particular area's LEAD program. Huntington LEAD, for example, has workers from their service (Prestera) accompanying officers in high risk areas.<sup>11</sup>

In a standard case (based on the Seattle model, which most programs emulate), an officer will make an arrest and at-point, if the individual meets criteria for LEAD candidacy and they appear amenable to diversion, they will be diverted to the LEAD program (there is also a social contact method, where officers reach out to an individual they know in the community whom they believe would be benefitted by LEAD). They then are referred to a LEAD case manager who would survey the individual's quality of life, drug habits, mental health, etc., and then would meet with the individual to connect them with resources (counseling, legal aid, housing assistance, drug rehabilitation). The case officer is equipped with funds to support the individual's basic needs, such as a hotel room or a meal. From there, the two build a timeline and schedule regular meetings to check in on growth and milestones. Other elements of involvement include police officer training.

All LEAD programs emphasize the prime importance of the support and assistance of police officers in assessing and diverting potential LEAD candidates. The City of Albany, for example, requires all sworn officers to be educated in the LEAD program and its principles.

LEAD is often a coalition of a wide variety of government and private enterprises. Continuing with Albany, the LEAD program is run by a board of partners that include following:

- City of Albany, Office of the Mayor
- Albany Police
- Albany County Executive's Office
- Albany County District Attorney's Office
- Albany County Sheriff's Department
- Central District Management Association
- Center for Law and Justice
- Katal Center for Health, Equity, and Justice

The following includes a proposal for the coalition to implement lead in Hamilton County.

### The Policy Coordination Group: Proposed Governance Structure for LEAD in Hamilton County

In order for LEAD to work, each partner must understand their role and how they can best bring value to the initiative. LEAD is governed by the Policy Coordination Group (PCG) which acts as a Board of Directors to direct policy level decisions and ensure that valuable resources are dedicated for the success of the initiative.

The PCG is charged with:

- Developing and executing a Memorandum of Understanding outlining stakeholder roles and responsibilities;
- · Reviewing and approving protocols;
- Reviewing and approving request for proposals for case management services, direct services, and evaluations;
- Reviewing criminal justice and human services data to ensure core principles and goals are being met;
- Making criminal justice and health services data available for research purposes community stakeholders, and the public for transparency
- Providing oversight and direction to the LEAD Program



 Overseeing fiscal management of the project, and identifying sustainable funding sources to continue and expand the program after initial grant fund are exhausted.

The following stakeholders will comprise the PCG:

- City Council representation
- Office of the Mayor
- City Prosecutor's Office
- Office of the Chief of Police
- Chair of the Hamilton County Heroin Coalition
- Program Coordinator of the Hamilton County Heroin Coalition
- Hamilton County Office of Re-entry
- Office of the Sheriff (when expansion to all of Hamilton County occurs)
- Hamilton County Prosecuting Attorney (when expansion occurs)

The following agencies may also play a role on the PCG:

- Office of the Public Defender
- A local civil rights organization (The Ohio Justice and Policy Center)
- Office of the City Manager
- Subject matter experts (mental health, substance-use, harm reduction and housing providers)

### **Data and Core Principles**

The important features of this program are an emphasis on providing drug treatment, housing, and the valuable role of positive support. Advocates of the program maintain that by providing stability and treatment without the onus of criminal charges, an individual is more likely to recover. Another critical part of the approach is the removal of the requirement of sobriety for program membership. Instead, recognizing relapse as a part of recovery, individuals are screened based on their legitimate desire for reform. This program though is not to be interpreted as providing some limitless immunity to the criminal justice system, and both new and open arrest warrants serve as disqualifications for LEAD. The severity and criteria for disqualification regarding low level property/drug crimes belongs to the judgement of the participating county/city, making LEAD not incompatible with a tough stance on crime. Beyond the humanitarian benefits, LEAD promises to remove costly and unhelpful strain from the criminal justice system. Included on the next page are a number of charts referring to the data collected from the King County LEAD program in Seattle by the University of Washington:



Figure 1. Ethnic/racial backgrounds of participants

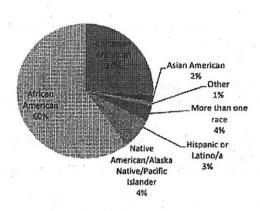
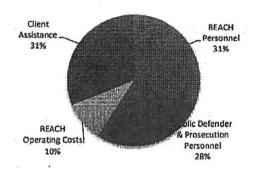
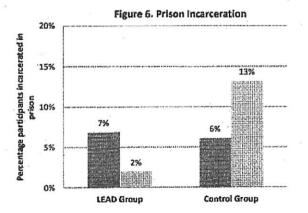
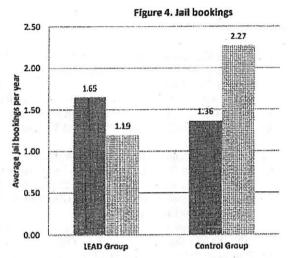


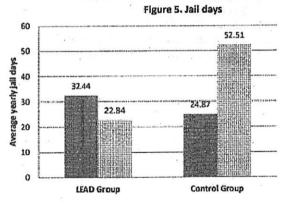
Figure 2. LEAD costs by expense type

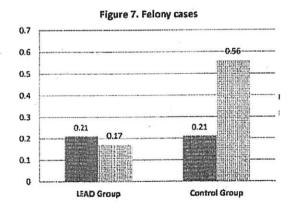




Key: ■ Pre-evaluation entry ⊕ Post-evaluation entry









<sup>1</sup> Collins SE, Lonczak HS, Clifasefi SL. 2015. LEAD program evaluation: recidivism report. March 27, Harm Reduct. Treat. Lab, Univ. Wash., Harborview Med. Cent., Seattle 2.

#### **Notes**

- Collins SE, Lonczak HS, Clifasefi SL. 2015. LEAD program evaluation: recidivism report. March 27, Harm Reduct. Treat. Lab. Univ. Wash., Harborview Med. Cent., Seattle 2.
- System Cost, Program Cost and Funding Support. (n.d.). Retrieved from https://www.lead-santafe.org/about/cost-and-funding
- 3. Rand, J. (2013). LEAD Cost Benefit Analysis (Rep.). Santa Fe, NM: Santa Fe Community Foundation.
- 4. Brown, K. (2017). Albany LEAD First Year Report (Rep.). Albany, NY: Katal Center for Health, Equity, and Justice.
- 5. Seattle City Council Green Sheet (attatched)
- Discretion and Diversion in Albany's Lead Program, Robert E. Worden and Sarah J. McLeanCriminal Justice Policy Review Vol 29, Issue 6-7, pp. 584 – 610 First Published May 10, 2018
- 7. https://www.nmlegis.gov/handouts/LHHS%20101915%20Item%206%20Law%20Enforcement%20Assisted%20 Diversion%20(LEAD).pdf
- 8. Rubin, L. (2017, October 25). LEAD program proving successful three years after implementation. WCHS8.
- 9. WSAZ News Staff. (2018, April 5). Officials: Drug overdoses and violent crime down in Cabell County. WSAZ3.
- Baltimore Police Department. (2017, February 8). LAW ENFORCEMENT ASSISTED DIVERSION (LEAD) PROGRAM. Baltimore.
- 11. Atzmon, D. (2017, April). Baltimore's LEAD Program Off to Promising Start. OSI Baltimore.
- 12. United States of America, City of Albany, Mayor's Office. (n.d.). City of Albany 2018 Adopted Budget.
- 13. LEAD National Support Bureau. (n.d.). Retrieved from https://www.leadbureau.org/



As the United States addresses the urgent crisis of mass criminalization and incarceration, there is a clear need to find viable, effective alternatives, particularly at the front end by preventing people from entering the criminal justice system unnecessarily. This task requires assessing government's current response to safety, disorder, and health-related problems; critically re-examining the role that police officers are asked to play in our communities; and developing alternative-system responses independent of the justice system, while finding ways to improve relationships between the police and those they serve. Law Enforcement Assisted Diversion (LEAD) is a response to these gaps. LEAD uses police diversion and community-based, trauma-informed care systems, with the goals of improving public safety and public order, and reducing law violations by people who participate in the program.

### BACKGROUND

In 2011, in an attempt to move away from the War on Drugs paradigm and to reduce gross racial disparities in police enforcement, LEAD -- a new harm-reduction oriented process for responding to low-level offenses such as drug possession, sales, and prostitution -- was developed and launched in Seattle, WA. LEAD was the result of an unprecedented collaboration between police, prosecutors, civil rights advocates, public defenders, political leaders, mental health and drug treatment providers, housing providers and other service agencies, and business and neighborhood leaders -- working together to find new ways to solve problems for individuals who frequently cycle in and out of the criminal justice system under the familiar approach that relies on arrest, prosecution, and incarceration.

### WHAT IS LEAD?

In a LEAD program, police officers exercise discretionary authority at point of contact to divert individuals to a communitybased, harm-reduction intervention for law violations driven by unmet behavioral health needs. In lieu of the normal criminal justice system cycle -- booking, detention, prosecution, conviction, incarceration -- individuals are instead referred into a trauma-informed intensive casemanagement program where the individual receives a wide range of support services, often including transitional and permanent housing and/or drug treatment. Prosecutors and police officers work closely with case managers to ensure that all contacts with LEAD participants going forward, including new criminal prosecutions for other offenses, are coordinated with the service plan for the participant to maximize the opportunity to achieve behavioral change.

LEAD holds considerable promise as a way for law enforcement and prosecutors to help communities respond to public order issues stemming from unaddressed public health and human services needs -- addiction, untreated mental illness, homelessness, and extreme poverty -- through a public health framework that reduces reliance on the formal criminal justice system.

### **EVALUATION RESULTS**

After three years of operation in Seattle, a 2015 independent, non-randomized controlled outcome study found that LEAD participants were 58% less likely to be arrested after enrollment in the program, compared to a control group that went through "system as usual" criminal justice processing. With significant reductions in recidivism, LEAD functions as a public safety program that has the potential to decrease the number of those arrested, incarcerated, and are otherwise caught up in the criminal justice system. Additionally, preliminary program data collected by case managers also indicate that LEAD improves the health and well-being of people struggling at the intersection of poverty and drug and mental health problems. And the multi-sector collaboration between stakeholders who are often otherwise at odds with one another demonstrates an invaluable process-oriented outcome that is increasingly an objective of broader criminal justice and drug policy reform efforts.

### **GOALS AND CORE PRINCIPLES OF LEAD**

LEAD advances six primary goals:



### 1. REORIENT

government's response to safety, disorder, and health-related problems



### 4. UNDO

racial disparities at the front end of the criminal justice system



### 2. IMPROVE

public safety and public health through research based, health-oriented and harm reduction interventions



### 5. SUSTAIN

funding for alternative interventions by capturing and reinvesting justice systems savings



### 3.REDUCE

the number of people entering the criminal justice system for low level offenses related to drug use, mental health, sex work, and extreme poverty



### 6. STRENGTHEN

the relationship between law enforcement and the community

Many components of LEAD can be adapted to fit local needs and circumstances. However, there are certain core principles that are essential in order to achieve the transformative outcomes seen in Seattle. These include LEAD's harm reduction/Housing First framework,

which requires a focus on individual and community wellness, rather than an exclusive focus on sobriety; and the need for rank and file police officers and sergeants to be meaningful partners in program design and operations.

# LEAD'S POTENTIAL FOR RECONCILIATION & HEALING

An unplanned, but welcome, effect of LEAD has been the reconciliation and healing it has brought to police-community relations. While tensions rise between law enforcement and community members and civil rights advocates, LEAD has led to strong alliances among traditional opponents in policy debates surrounding policing, and built a strong positive relationship between police officers and people on the street who are often a focus of police attention. Community public safety leaders rallied early and have remained staunch in their support for this less punitive, more effective, public-health-based approach to public order issues. LEAD begins to answer the pressing question of what the community wants from the police with regard to public order problems by introducing an alternative evidence-based model.

### REPLICATING THE LEAD MODEL NATIONALLY

Jurisdictions across the country are interested in replicating this transformative model. In 2014, Santa Fe, NM became the second jurisdiction to launch. In 2015 and 2016, Huntington, WV, Albany, NY and Fayetteville, NC followed. Dozens of jurisdictions are exploring LEAD programs, and those on pace to launch in 2017 include Baltimore, MD; Portland, OR; Thurston Co, WA, Madison, WI, San Francisco, Stockton and Los Angeles, CA; and several cities in North Carolina. LEAD-aligned programs are planned in Atlanta, GA and New Orleans, LA.

In July 2015, the White House hosted a National Convening on LEAD with interested delegations from nearly 30 jurisdictions including district attorneys, police chiefs, city council members, community police reform advocates, state legislators, and human service providers.





801 Plum Street Cincinnati, OH 45202

### **File Summary**

File Number Title Current Status

201900523 Motion Held

MOTION, submitted by Councilmember Dennard, WHEREAS, the City Council of Cincinnati supports and expresses its appreciation for creative solutions to pervasive criminal justice challenges, particularly programs that increase collaboration between social service organizations and law enforcement institutions to prioritize positive mental health interventions, treatment and rehabilitation; and WHEREAS, the Hamilton County Board of County Commissioners 2017-2108 Work Plan and Policy Agenda included "developing new tools for law enforcement to reduce the incidence of recurring overdoses, including implementation of a pre-arrest diversion program" as a policy priority; and WHEREAS, in response, the Hamilton County Heroin Coalition conducted research and discussed implementation of Law Enforcement Assisted Diversion (LEAD); and WHEREAS, LEAD is a program which allows law enforcement officers to make referrals directly to case managers who work with offenders to address issues such as homelessness, addiction or mental illness and therefore reduces crime and recidivism by addressing the underlying conditions that tend to precede criminal activity; (STATEMENT ATTACHED)(BALANCE OF MOTION ON FILE IN THE CLERK'S OFFICE).

Introduced: 3/27/2019 Controlling Body: Budget and Finance Committee

Meeting Date: 3/27/2019

Drafter: sheila.andrews@cincinnati-oh.gov



Date: March 15, 2019

201900527

To:

Councilmember David Mann

From:

Paula Boggs Muething, City Solicitor

Subject:

Ordinance - Ordaining CMC Chapter 856, "Short Term Rentals," and CMC

Chapter 315, "Short Term Rental Excise Tax" D Version

Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals.

PBM/LDM/(ps) Attachment 274331-12

LDM/D

### City of Cincinnati

### An Ordinance No.

- 2018

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals.

WHEREAS, advances in technology have enabled residential property owners all over the United States and the rest of the world to connect with potential renters in need of short term accommodations through the use of short term rental applications, websites, or other platforms; and

WHEREAS, the short term rentals made possible by these changes have given rise to a unique business model, unlike hotels and other traditional forms of lodging, that engages a full range of market participants ranging from homeowners and apartment dwellers to institutional investors and that further can range in character from distinctly residential to distinctly commercial; and

WHEREAS, on one hand, short term rentals offer supplemental income for City residents, including the chance to rent property for short periods of vacancy or while trying to sell, and short term rentals also increase tourism, providing access to the City for people who might not otherwise visit, and showcasing neighborhoods of the City that may not often host tourists; and

WHEREAS, on the other hand, the City has received complaints and heard disputes between neighbors of property owners who list their properties for short term rental, as some renters have committed noise violations or otherwise failed to show civility and respect for the impacted neighborhood and its residents, such that the properties constitute a public nuisance that threaten the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, in addition, the City seeks to ensure that properties that are being rented out for short periods meet minimum safety and sanitation requirements, including all existing requirements in applicable building codes, zoning codes, housing codes, and fire codes; and

WHEREAS, the City also seeks to raise revenues through taxation of short term rentals to provide funds to be used to preserve and develop affordable housing, the supply of which housing could be substantially reduced by the creation of new short term rental units in the city; and

WHEREAS, Council desires to strike a balance between allowing property owners to use their properties as they see fit, including offering the property for rental for short periods of time, and also requiring that such property owners remain accountable for their properties and the short term rental activities at the properties; and

WHEREAS, Council also desires to ensure that an outsized short term rental industry in Cincinnati, in light of its population and physical area, does not create a dearth of affordable housing and does not artificially lead to quickly increasing housing rentals City-wide or in particular neighborhoods; now, therefore,

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

Section 1. That Chapter 856, "Short Term Rentals," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

### **Chapter 856 - SHORT TERM RENTALS**

#### Sec. 856-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

### Sec. 856-1-H. - Hosting Platform.

"Hosting Platform" means a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent.

### Sec. 856-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental by placing advertisements or solicitations on a hosting platform.

#### Sec. 856-1-P. - Person.

"Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

### Sec. 856-1-R. - Responsible Person.

"Responsible Person" means:

- (a) A natural person;
- (b) Designated by the operator of a short term rental as having the duty, responsibility, and authority to operate, maintain, and manage the short term rental;
- (c) Whose principal residence or principal place of business is located no greater than fifty miles from the short term rental.

### Sec. 856-1-S. - Short Term Rental.

"Short Term Rental" means:

- (a) Any residential dwelling unit or part thereof;
- (b) Offered or held out to the public for rent on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent;
- (c) For a duration of occupancy of less than thirty consecutive days.

### Sec. 315-1-T1. - Transient Guest.

"Transient guest" shall mean a person or persons who enters into a contractual arrangement with the operator of a short term rental whereby the person or persons pays rent to the operator, or to a person designated by the operator to receive rent, in exchange for occupancy of the short term rental.

### Sec. 856-3. - Applicability.

- (a) This chapter applies to all short term rentals located in the city of Cincinnati, including those short term rentals operated prior to the effective date of this ordinance, and all operators and hosting platforms conducting business in the city of Cincinnati. This chapter shall have prospective application and shall not impair or modify the terms of any agreement executed or in effect prior to the effective date of this chapter providing for a short term rental to the extent that the parties entering the agreement and the other terms thereof conflict with the provisions of this chapter.
- (b) This chapter shall not apply to any use of property otherwise regulated by specific provisions of the Cincinnati Municipal Code. Those uses regulated by specific provisions of the Cincinnati Municipal Code include, but are not limited to, the following uses of property:

- (1) "Congregate Housing" as defined in Section 1401-01-C7;
- (2) "Hotel" as defined in Sections 312-1-H, 855-1-H, 1117-03.2, and 1401-01-H5; or
- (3) "Rooming House" as defined in Sections 855-1-R1, 1117-03.2, and 1401-01-R14.

### Sec. 856-5. - Registration Requirements.

- (a) All operators must register their short term rentals with the city pursuant to Section 856-7, "Short Term Rental Registration," prior to their operation. No person shall operate or permit the operation of a short term rental without first registering the short term rental with the city.
- (b) In addition to the registration requirement in subsection (a), operators of short term rentals located within a building containing four or more dwelling units must comply with additional requirements for registration established in Section 856-11, "Additional Registration Requirements; Building With Four or More Units," and Section 865-13, "Additional Conditions of Registration; Building With Four or More Units," prior to the operation of the short term rental.
- (c) All registrations obtained pursuant to this section must be maintained according to the provisions of this chapter during any period of operation as a short term rental.

### Sec. 856-7. - Short Term Rental Registration.

- (a) All short term rentals shall be registered in the manner prescribed by the city manager or his or her designee, which shall include the payment of a registration fee as necessary to recover the cost and expense of administering the city's short term rental program.
- (b) The registration of a short term rental shall require the following information:
  - (1) A current street mailing address, contact phone number, emergency contact phone number, and email address for the operator and the responsible person designated for the short term rental. The operator of a short term rental shall be the person designated to receive legal notice from the city related to operation of the short term rental.
  - (2) A current list of all hosting platforms through which the short term rental is listed, advertised, solicited, or otherwise held out for rent and those through which it is reasonably anticipated to be listed, advertised, solicited, or otherwise held out for rent.

- (3) A certification from the operator that the operator is the legal owner or tenant of the short term rental unit with the right and authority to operate the unit as a short term rental.
- (4) A certification from the operator that, to the best of his, her, or its knowledge, the short term rental is in conformity with:
  - (i) Building codes, including, as applicable, the Ohio Building Code, the Residential Code of Ohio, and the Cincinnati Building Code;
  - (ii) Zoning codes, including, as applicable, the Cincinnati Zoning Code and Land Development Code;
  - (iii) Housing codes, including the Cincinnati Housing Code; and
  - (iv) Fire codes, including the Cincinnati Fire Code and the Ohio Fire Code.
- (5) Proof that the operator of the short term rental is current on all existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.
- (6) An acknowledgment that the operator understands that the short term rental must at all times maintain compliance with applicable federal, state, and local laws, regulations, ordinances, or other rules or codes governing the operation of the short term rental.
- (7) An acknowledgment that the operator has read Cincinnati Municipal Code Chapter 914, "Unlawful Discriminatory Practices," including Section 914-5, "Housing Discrimination Prohibited," and Section 914-7, "Public Accommodations Discrimination Prohibited."
- (c) The city manager or his or her designee shall review each registration application and shall issue a registration and a unique registration number to the operator of the short term rental unit upon finding:
  - (1) All required application materials and the application fee have been received.
  - (2) No registration associated with the operator making the application, and no registration for the short term rental that is the subject of the application, is currently revoked or suspended as of the date of the application.
  - (3) The short term rental is not the subject of pending enforcement activity by the city for failure to conform to building codes, zoning codes, housing codes, or fire codes.

- (4) The operator of the short term rental is not delinquent in the payment of existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.
- (d) The city manager or his or her designee shall notify the operator of a final determination on an application no later than thirty days following receipt of a complete application submission. All application denials shall be in writing and shall set forth specific reasons for the denial.
- (e) Each short term rental registration shall be valid for three years from the date of issuance.

### Sec. 856-9. - Standard Conditions of Short Term Rental Registration.

All short term rentals registered with the city shall be subject to the following standard conditions:

- (a) All information associated with the registration must be updated within seven days of a change in status, including any changes in the contact information for the operator and the responsible person, and further must be verified no less often than triennially when the registration is renewed.
- (b) All listings, advertisements, or solicitations offering a short term rental for rent shall include its registration number.
- (c) The operator shall prominently display the short term rental registration at the entrance inside the short term rental unit.
- (d) The operator shall prominently display an advisory adjacent to the short term rental registration, which advisory shall be in the form prescribed by the city manager or his or her designee and shall indicate the contact information for the responsible person, the contact information for the police department and fire department that serve the area in which the short term rental is located, the location of all means of egress from the short term rental, and a list activities and behaviors prohibited by city law that tend to be associated with the operation of short term rentals.
- (e) The short term rental shall be maintained and operated in accordance with applicable building codes, zoning codes, housing codes, fire codes, and the provisions of this chapter.
- (f) The operator of the short term rental must remain current on all existing tax liabilities to the city, including payment of the short term rental excise tax.

### Sec. 856-11. - Additional Registration Requirements; Building With Four or More Units.

Application for registration of a short term rentals in buildings of four or more units, as described in Section 856-5(b), shall require the following information in addition to the standard application requirements for registration established in Section 856-7:

- (a) A certification sealed by a registered architect or registered engineer authorized to practice in the state of Ohio that the short term rental unit is in conformity with all of the codes listed below in (1) through (4) of this subsection.
  - (1) Building codes, including, as applicable, the Ohio Building Code, the Residential Code of Ohio, and the Cincinnati Building Code;
  - (2) Zoning codes, including, as applicable, the Cincinnati Zoning Code and Land Development Code;
  - (3) Housing codes, including the Cincinnati Housing Code; and
  - (4) Fire codes, including the Cincinnati Fire Code and the Ohio Fire Code.
- (b) If the certification required under subsection (b) demonstrates that the establishment of the short term rental unit will result in a change in occupancy of the building or a portion of it, then the operator or other authorized person must obtain a certificate of occupancy prior to the issuance of a short term rental registration.
- (c) Proof of liability insurance for the short term rental unit in an amount that corresponds to the prevailing rate for similar properties being used for a similar purpose as determined by the city manager or his or her designee.

### Sec. 856-13. - Additional Conditions of Registration; Building With Four or More Units.

Short term rentals in buildings of four or more units, as described in Section 856-5(b), shall be subject to the following additional conditions of approval in addition to the standard conditions of short term rental registration prescribed in Section 856-9:

- (a) The operator shall maintain liability insurance for the dwelling unit that is located in a building with four or more units in an amount that corresponds to the prevailing rate for similar properties being used for a similar purpose as determined by the city manager or his or her designee.
- (b) The short term rental shall be subject to random inspection by the city manager or his or her designee to ensure ongoing compliance with building codes, zoning codes, housing codes, fire codes, and the provisions of this chapter.

- (1) The responsible person designated for the short term rental shall be provided no less than seventy-two hours' advance notice of a scheduled inspection at the email address of the responsible person maintained with the city.
- (2) If a person having authority to do so refuses to permit the inspection of a short term rental, the city manager or his or her designee shall obtain an administrative search warrant prior to conducting the inspection, which warrant shall be obtained in the same manner as building department inspectors seeking to enter a private premises, as established in Cincinnati Municipal Code Section 1101-45.

### Sec. 856-15. - Short Term Rental Registration Renewal.

- (a) All operators shall apply to renew their registration no earlier than one hundred eighty days and no later than sixty days before its expiration date. If an operator fails to apply for renewal as provided herein, he, she, or it must apply for a new registration rather than a renewal.
- (b) All short term rental registration renewals shall be made in the manner prescribed by the city manager or his or her designee, which shall include the payment of a renewal fee as necessary to recover the cost and expense of administering the city's short term rental program.
- (c) The city manager or his or her designee shall review each renewal application and shall issue a renewal upon finding compliance with all the conditions of short term rental registration established in Sections 856-9 and 856-11 of this chapter as applicable.

#### Sec. 856-17. - Avoidance of Nuisances.

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

- (a) Incidents of failure to maintain noise standards per Cincinnati Municipal Code Chapter 909, "Community Noise";
- (b) Incidents of exceeding the maximum occupancy levels permitted pursuant to applicable building codes, housing codes, and fire codes;
- (c) Incidents of illegal parking of vehicles;
- (d) Incidents of failure to abide by the requirements of Cincinnati Municipal Code Title XVI, "Neighborhood Quality of Life Uniform Code"; and

(e) Incidents of criminal activity, including littering, trespass, intoxication, overdose, vandalism, and lewd and lascivious behavior.

# Sec. 856-19. - Limitations on the Operation of Short Term Rentals.

No short term rental that violates one or more of the following provisions may be operated within the city:

- (a) No dwelling unit that receives affordable housing grants or credits from the federal, state, or local governments, or that meets any requirement applicable to the property in which the dwelling unit is located related to such affordable housing grants or credits, shall be registered as a short term rental.
- (b) No building may contain a greater number of short term rental units than set forth below, and no registration may issue to authorize the establishment of a short term rental in a building to the extent it would exceed the maximum number of short term rental units permitted:
  - (1) For buildings containing four or fewer dwelling units, there is no limit on the number of short term rentals that may be operated in the building.
  - (2) For buildings containing five or more dwelling units, four short term rentals plus one additional short term rental for every four dwelling units in excess of four dwelling units is permitted.
- (c) The number of short term rental registrations issued for a building shall be calculated on a first applied, first approved basis.
- (d) The limitations established in this section do not alter existing obligations under the Cincinnati Building Code, Zoning Code, Fire Code, or Health Code and other applicable building, housing, or residential codes.

# Sec. 856-21. - City Short Term Rental Website.

The city manager or his or her designee is authorized to maintain a website showing all registered short term rentals. The website may be made publicly available and shall make publicly available the email address for the responsible person designated for each unit.

#### Sec. 856-23. - Excise Tax.

All operators of short term rentals shall pay, or shall cause any hosting platform on which their short term rental is rented to pay on their behalf, the short term rental excise tax established in Chapter 315 of the Cincinnati Municipal Code. Hosting platforms shall

be independently responsible for ensuring that the short term rental excise tax is withheld and paid.

# Sec. 856-25. - Short Term Rental Hosting Platform Obligations.

- (a) All hosting platforms through which short term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall provide the following information to the city manager or his or her designee on a quarterly basis:
  - (1) The total number and location of short term rentals listed on the platform during the applicable reporting period;
  - (2) The total number of nights that each listing on the platform was rented to guests during the applicable reporting period; and
  - (3) The total amount of tax collected and remitted to the city during the applicable reporting period.
- (b) All hosting platforms through which short term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall ensure that the registration numbers for short term rentals within the city are included in the listing on the platform for each short term rental in the city.

# Sec. 856-27. - Suspension, Revocation, and Penalties.

- (a) Failure to comply with any of the conditions of operating a short term rental established in this chapter, including the requirement to pay all applicable taxes, may result in the suspension or revocation of a short term rental registration as follows:
  - (1) The city manager may suspend a registration if an operator fails to bring its short term rental into compliance with the conditions established in this chapter within seven days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or hold it out for rent during a period of suspension.
  - (2) The city manager or his or her designee shall reinstate a suspended registration once the operator restores its short term rental to compliance with the provisions of this chapter and pays a reinstatement fee as necessary to recover the cost and expense of administering the city's short term rental program registry.
  - (3) The city manager may revoke a registration if an operator fails to bring its short term rental into compliance with the conditions established in this chapter within thirty days following the issuance of written notice of a

- violation. An operator may not operate the short term rental associated with the registration or hold it out for rental during a period of revocation.
- (4) Prior to or following a suspension or revocation, an operator may provide proof to the city manager or his or her designee establishing to the satisfaction of the city manager or his or her designee that the short term rental did not operate in violation of the conditions cited, in which case the registration shall be reinstated without the payment of a reinstatement fee.
- (5) Except as provided in subsection (4), a registration may not be reinstated for twelve months following its revocation date, and the short term rental associated with a revoked registration may not be operated as a short term rental during the twelve-month waiting period. In addition, no operator associated with a revoked registration and no natural person with authority to exercise control over the operator or holding an ownership interest or beneficial interest in the operator may apply for a new registration for a short term rental during the same twelve-month period.
- (b) Failure to obtain a short term rental registration prior to holding a short term rental out for rent to the public or operating a short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.
- (c) Operation of a short term rental in violation of the limitations on short term rentals established in Section 856-17 or the limitations on owners and operators of short term rentals established in Section 856-19 of this chapter shall constitute a Class D civil offense and may result in the revocation of the short term rental registration for the applicable properties.
- (d) Failure to provide the active registration number associated with a short term rental on any listing advertising or soliciting the unit shall constitute a Class A civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that an operator fails to provide the active registration number associated with the short term rental on any listing through which the unit is held out for rent to the public shall constitute a separate, subsequent Class A civil offense.
- (e) Failure of a hosting platform to comply with Section 856-25, "Short Term Rental Platform Obligations," of this chapter shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the short term rental is operated or held out to the public for rental shall constitute a separate, subsequent Class D civil offense.

# Sec. 856-29. - Appeals.

Any person who has a bona fide controversy with the application or enforcement of this chapter and who has been adversely affected by the decision may appeal the decision to the city's office of administrative hearings by filing a notice of appeal with the office no later than thirty days after written notice of the decision is mailed to the person. An appeal shall not operate to stay the suspension or revocation of a short term rental registration.

# Sec. 856-31. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

Section 2. That Chapter 315, "Short Term Rental Excise Tax," of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code, is hereby ordained to read as follows:

### **CHAPTER 315 - SHORT TERM RENTAL EXCISE TAX**

## Sec. 315-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

# Sec. 315-1-H. - Hosting Platform.

"Hosting Platform" means a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent.

# Sec. 315-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental by placing advertisements or solicitations on a hosting platform.

#### Sec. 315-1-P. - Person.

"Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

#### Sec. 315-1-R. - Rent.

"Rent" shall mean the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deduction therefrom whatsoever.

#### Sec. 315-1-S. - Short Term Rental.

"Short Term Rental" means:

- (a) Any residential dwelling unit or part thereof;
- (b) Offered or held out to the public for rent on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent;
- (c) For a duration of occupancy of less than thirty consecutive days.

# Sec. 315-1-T1. - Transient Guest.

"Transient guest" shall mean a person or persons who enters into a contractual arrangement with the operator of a short term rental whereby the person or persons pays rent to the operator, or to a person designated by the operator to receive rent, in exchange for occupancy of the short term rental.

#### Sec. 315-1-T2. - Treasurer.

"Treasurer" shall mean the city treasurer of the city of Cincinnati.

#### Sec. 315-3. - Rate of Tax.

There is hereby levied an excise tax on the operation of short term rentals subject to registration pursuant to Chapter 856 of the Cincinnati Municipal Code. The tax shall equal seven percent of the gross revenues generated from the operation of a short term rental located in the city. Such tax constitutes a debt owed by the operator of the short term rental to the city, which is extinguished only by payment of the tax to the city. Hosting platforms through which short term rentals are listed, advertised, solicited, or otherwise held out for rent in the city shall be responsible for ensuring that the short term rental excise tax is withheld from the payments of rent to operators and paid to the city. Short term

rental operators shall cause hosting platforms through which their short term rental is rented to pay the tax on their behalf.

# Sec. 315-5. - Exemptions.

- (a) The treasurer may grant an exemption from the tax imposed under this chapter upon a demonstration that the transaction giving rise to tax liability is not within the taxing power of the city under the constitution or laws of the State of Ohio or the United States.
- (b) No exemption claimed under subsection (a) hereof shall be granted except upon a claim therefor made upon the occurrence of the transaction giving rise to tax liability and under penalty of perjury upon a form prescribed by the treasurer.

# Sec. 315-7. - Records Showing Rent and Excise Tax.

The tax to be collected shall be accounted for as an excise tax on the gross revenues from operation of the short term rental at the rate established in Section 315-3 of this chapter. The operator of a short term rental and any hosting platform through which the short term rental is held out to the public for rent shall be responsible for keeping records showing the gross revenues received in connection with the operation of the short term rental, so that the rate of tax can be properly accounted for, as detailed in Section 315-11 of this chapter. The hosting platform shall hold in trust for account of the city a portion of the gross revenues received from the operation of a short term rental as is sufficient to discharge the tax liability established under Section 315-3 of this chapter until payment thereof is made to the treasurer.

# Sec. 315-9. - Registration.

- (a) Operator of short term rental. Prior to commencing business, each operator of a short term rental shall register with the city as required under Cincinnati Municipal Code Section 865-5.
- (b) Hosting platform. Prior to commencing business, each hosting platform facilitating the renting of short term rentals in the city shall register with the treasurer, providing any information requested by the treasurer that is necessary to establish a system of payment of the tax established in this chapter from the hosting platform to the city.

# Sec. 315-11. - Reporting and Remitting.

(a) Each hosting platform shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the treasurer, make a return to the treasurer, on forms provided, of the gross revenues received and the amount of tax due for the operation

- of all of the short term rentals in the city rented through the hosting platform for that calendar quarter or shorter reporting period if applicable.
- (b) At the time the return is filed, the full amount of the tax held in trust on behalf of the operators shall be remitted to the treasurer, if it has not previously been remitted.
- (c) The treasurer may establish shorter reporting periods for an operator if determined necessary in order to ensure collection of the tax and may require further information in the return if such information is pertinent to the collection of the tax.
- (d) Returns and payments are due no less than ninety days following cessation of a short term rental's operation for any reason.
- (e) All returns and payments submitted by a hosting platform shall be treated as confidential by the treasurer and shall not be released except upon order of a court of competent jurisdiction or to an officer or agent of the United States, the state of Ohio, the county of Hamilton, or the city of Cincinnati for official use only.

# Sec. 315-13. - Treasurer's Authority.

- (a) The treasurer is empowered to adopt, promulgate, and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter, including, but not limited to, provisions relating to transactions and record keeping. Rules and regulations shall be effective upon publication in the *City Bulletin* or at a later date specified by the treasurer.
- (b) The treasurer is empowered to issue rulings on the application of the provisions of this chapter and the rules and regulations promulgated hereunder upon request from an operator or hosting platform. The rulings shall be at the discretion of the treasurer and binding only with respect to the person requesting the ruling. The treasurer may condition the consideration of a request for a ruling upon payment of an administrative fee to offset the administrative costs associated with consideration of the request.
- (c) The treasurer is empowered to conduct investigations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter.
- (d) The treasurer is empowered to subpoena the production of books, papers, records and other information and the attendance of all persons before him or her, whether as parties or witnesses, whenever he or she believes such persons have knowledge pertinent to any inquiry of any tax paid, charged, collected or received or required to have been charged, collected or received. The treasurer is empowered to subpoena the appearance of any person appearing before him or her under oath, concerning any transaction which was or should have been reported for any purpose under this chapter or any activity or occurrence tending to affect the tax levied under this chapter. All costs of production shall be borne by the respondent.

- (e) Each subpoena issued pursuant to subsection (d) hereof shall indicate that any person receiving the subpoena may exercise his, her, or its right to have the subpoena reviewed by a court of competent jurisdiction before complying with the subpoena.
- (f) No authority granted to the treasurer by any other provision of this chapter shall be limited by virtue of not being included in this section.
- (g) Upon good cause, the treasurer may waive penalties otherwise owing under this chapter for an operator's failure to pay amounts due.

# Sec. 315-15. - Failure to Collect and Report Tax, Determination of Tax by City Treasurer.

- (a) If a hosting platform fails or refuses to collect or withhold, or an operator fails to cause a hosting platform to collect or withhold, the tax prescribed by this chapter or to make within the time provided any report and remittance of the tax or any portion thereof, the treasurer shall proceed in such manner deemed best to obtain facts and information on which to base the estimate of the tax due. Upon procuring facts and information upon which to base the assessment of any tax imposed by this chapter and payable by, or on behalf of, an operator, the operator who has failed or refused to collect the same or to make a report and remittance, the treasurer shall proceed to determine and assess against the operator the tax, interest, and penalties provided for by this chapter. The treasurer shall give a notice of the amounts assessed by serving it personally on the operator or by depositing it in the United States mail, postage prepaid, and addressed to the operator at its last known place of address.
- (b) An operator may within ten days after the serving or mailing of notice of amounts due make application in writing to the treasurer for a hearing on the amount assessed. If the operator does not apply for a hearing within the time prescribed, the amounts assessed by the treasurer shall become final and conclusive and immediately due and payable. If an application for a hearing is made, the treasurer shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why the amount assessed should not be fixed. At the hearing, the operator may appear and offer evidence why the amount assessed should not be so fixed. After the hearing, the treasurer shall determine the proper amount to be assessed and shall give written notice of the decision to the operator in the manner prescribed herein. The amount assessed shall be payable after fifteen days unless an appeal is taken as provided in Section 315-19 of this chapter.

## Sec. 315-17. - Penalties and Interest.

(a) Delinquency. Any operator or hosting platform who fails to remit any tax imposed by this chapter in the manner required and within the time required shall pay a penalty equal to ten percent of the amount of the tax, in addition to the tax.

- (b) Fraud. If the treasurer determines that the non-payment of any remittance due under this ordinance is due to fraud, a penalty equal to twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsection (a) hereof.
- (c) Interest. In addition to the previous penalties imposed, any operator or hosting platform who fails to remit any tax imposed by this chapter in the manner required shall pay interest at the rate of one percent per month, or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (d) Penalties During Pendency of Hearing or Appeal. No penalty provided under the terms of this chapter shall be imposed during the pendency of any hearing provided for in Section 315-15 of this chapter nor during the pendency of any appeal to the city manager provided for in Section 315-19 of this chapter.
- (e) Abatement of Interest and Penalty. In cases where a return has been filed in good faith and an assessment has been paid within the time prescribed by the treasurer, the treasurer may abate any charge of penalty or interest or both.

# Sec. 315-19. - Appeal.

Any operator or hosting platform aggrieved by a decision of the treasurer assessing liability for taxes, interest, or penalties accruing under this chapter may appeal to the city manager by filing a notice of appeal with the city manager within fifteen days of the serving or mailing of the determination of tax due. The city manager or his or her designee shall fix a time and place for hearing such appeal and shall give notice in writing to the person at his, her, or its last known place of address. The findings of the city manager or his or her designee shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

# Sec. 315-21. - Records.

It shall be the duty of every person liable for the collection and payment to the city of the tax imposed by this ordinance to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of tax for which the person may be liable, which records the treasurer shall have the right to inspect at all reasonable times.

# Sec. 315-23. - Refunds.

(a) Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsection (b) hereof provided

- a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the treasurer within three years of the date of payment. The claim shall be on forms furnished by the treasurer.
- (b) No refund shall be paid under the provisions of this section unless the claimant establishes a right thereto by written records showing entitlement thereto.

#### Sec. 315-25. - Actions to Collect.

Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount.

#### Sec. 315-27. - Use of Revenue.

All revenue from the short term rental excise tax levied pursuant to this chapter shall be deposited into special revenue Fund 439, "Affordable Housing Trust Fund," to be used for the preservation and development of affordable housing in the city.

# Sec. 315-29. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

# Sec. 315-99. - Violations; Misdemeanor; Penalties.

- (a) No person shall violate any provision of this chapter.
- (b) No person shall fail or refuse to register as required in this chapter or to furnish any return required to be made, fail to refuse to furnish a supplemental return or other data required by the treasurer, or render a false or fraudulent return or claim.
- (c) No person required by this chapter to make, render, sign, or verify any report or claim shall make a false or fraudulent report or claim with the intent to defeat or evade the determination of any amount due.
- (d) Failure to comply with the provisions of this chapter shall constitute a Class C1 civil offense as defined by Section 1501-8(a) of the Cincinnati Municipal Code.
- (e) In the alternative to subsection (d) hereof, whoever violates any of the provisions set forth above is guilty of first degree misdemeanor and shall be fined not more than \$500, imprisoned for a period of not more than six months, or both.

Section 3. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code are hereby amended to read as follows:

# Sec. 1501-3. - Class A Civil Offenses.

A person who violates a standard of conduct set forth in a section or chapter of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class A Civil Offense. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine specified in § 1501-99 for the first violation of a Class B Civil Offense.

a.	§ 511-1	Advertising on Vehicles.
b.	§ 511-33	Front Yard Parking.
c.	§ 514-11	Parking Restrictions.
d.	§ 604-17	Unapproved Bird, Fowl or Animal Feeding.
e.	§ 701-19	Order to Muzzle Dogs.
f.	§ 701-27	Loud Dog.
g.	§ 701-30	Dog Excrement Removal.
h.	§ 721-63	Gutter Crossings.
i.	§ 721-65	Obstructing Gutters.
j.	§ 721 <b>-</b> 93	Temporary Driveway Permits.
k.	§ 723-5	Encumbering Sidewalks.
1.	§ 723-9	Regulations for Wholesale Produce Areas.
m.	§ 723-11	Retail Sidewalk Display.
n.	§ 723-12	Free Standing Business or Identification Signs (Sandwich Boards) on Sidewalk.
О.	§ 723-13	Temporary Encumbrances.
p.	§ 723-17	U.S. Mail Boxes.
q.	§ 723-23	Ground and Debris on Street or Sidewalk.
r.	§ 723-29	Sprinkling Roadways in Congested District.

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Failure to Provide Registration Number on a Listing Advertising a Short Term Rental.	(P)LZ-958 §	'पप
Leash Required; Responsibility for Injury (Leash).	§ 701-2(B)(1)	·ww
Vacant Foreclosed Property Registration - Failure to maintain the property in accordance with the maintenance provisions.	(5)11-5211 §	11.
Vacant Foreclosed Property Registration - Failure to maintain accurate information.	(4)11-5211 (8)	rk.
Posting Bills on Streets.	LI-116 §	·ii
Disposal of Unacceptable Waste.	(a)68-627 §	.ii
Yard Waste Materials.	88-67L §	.44
Recyclable Materials - Failure to Remove Container from Collection Point.	(p)L8-67L §	.88
Recyclable Materials - Relocation of Container.	(a)78-627 §	.H
Recyclable Materials - Destruction of Container.	(q)L8-67L §	.99
Recyclable Materials - Taking Recyclables.	(s)78-827 (a)	.bb
Street Waste Receptacles.	LE-67L §	.00
Containers to be Removed from Collection Points.	\$ 1-67L §	.dd
Setting Out Containers.	L-67L §	aa.
Fire Kettle Permit.	6L-EZL §	.z
Removing House Numbers.	69-EZL §	٧.
Displaying House Numbers.	\$ 723-65	.х.
Ice on Sidewalks.	65-E27 §	.w
Removal of Snow.	LS-EZL §	٠,٧
Inscribing Names or Advertising Matter on Sidewalks Unlawful.	6E-EZL §	'n
Unloading Heavy Material on Streets or Sidewalks.	LE-EZL §	1.
Sprinkling Before Sweeping.	1E-E27 §	.s

# Sec. 1501-7. - Class C Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class C Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent

offense provided below, the amount of which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

Class C	Water Flow Requirements	8 1229-3	(97)
Class C	Storage, General Requirements	Chapter 1227	(52)
Class C	Interior Stairway Doors	L9-6171 §	(54)
Class C	Location of Exits	\$9-6171 §	(23)
Class C	Inspection, Safety Provisions	8 1219-63	(22)
Class C	Shaffways	19-6171 §	(12)
Class C	Restrictions on Parking Motor Vehicles	LS-6121 §	(07)
Class C	Fire Escapes	§ 1519-43	(61)
Class C	Residential Storage	\$ 1219-35	(81)
Class C	Air Conditioning	18-6121 §	(11)
Class C	Chimneys and Fireplaces	\$ 1519-25	(91)
Class C	Flameproof Decorations	11-6171 §	(51)
Class C	eraheingnitx Evif	Chapter 1211	(14)
Class C	Hazardous Existing Electrical Wiring and Equipment	§ 1509-3	(13)
Class C	Drills	Chapter 1207	(15)
Class C	Motor Equipment in Places of Assembly	Chapter 1203	(11)
Class C	Permits	LS-1071 §	(01)
Class C	Cincinnati Fire Prevention Code	1-1021 §	(6)
Class D	Wrecking License Required	L-698 §	(8)
CJsss D	Limited Franchise Permit Required	E-147 §	(L)
Class D	Urban Forestry	Chapter 743	(9)
Class D	Vaccination of Dogs	€-909 §	(ç)
Class D	All Improved Premises to be Rat-Proofed	S-409 §	(4)
Class D	Vacation of Unsanitary Premises	L-709 §	(£)
Class D	Permitting Unclean Habitations	I-209 §	(2)
Class D	Violation and Revocation	\$1-715 §	(1)
Civil Fine for Subsequent Offense			

Class C	Bike Share Stations	\$ 723-24	(30)
Class C	Mobile Food Vending	% 153-44°	(67)
Class D	Structures in the Public Right-of-Way	61-82 <i>L</i> \$\$ 723-5,	(82)
Class C	Private Fire Hydrants	6-6771 §	(72)

# (b) Class C Civil Offense With Civil Fines Not Subject to 50% Reduction to Correction for Violation:

CJsss D	Failure of Short Term Rental Hosting Platform to Comply with Obligations	( <del>P)\Z-9\$8</del>	(61)
CJsss D	Failure to Obtain a Short Term Rental  Registration	(q) <u>/</u> Z-958 §	(81)
Class C	Leash Required; Responsibility for Injury (Injury)	§ 701-2(B)(3)	(11)
Class C	Leash Required; Responsibility for Injury (Menacing Fashion)	(2)(B)(7-10 <i>L</i> §	(91)
Class C	Unlicensed Use of Fire Hydrants Prohibited	§ 1231-13	(51)
Class C	Tampering with Fire Hydrants	6-1521 §	(14)
Class C	Misuse of Fire Protection Equipment	LI-6121 §	(13)
Class C	sepitorid 91a2	8 1215-3	(17)
Class D	Improper Disposal of Construction Debris or Hazardous Waste	(p)68-67 <i>L</i> §	(11)
Class C	Refrigerators, Abandoning	88-67L §	(01)
Class D	Discharging Noisome Substances	£ <i>L</i> -67 <i>L</i> §	(6)
Class D	Sidewalk Construction Without Permit Unlawful	[8-12 <i>L</i> §	(8)
Class D	Permits for Sidewalk Construction	1 <i>L</i> -17 <i>L</i> §	(7)
Class D	Unlawful Private Use of Streets	§ 718-23	(9)
Class D	Driving on Mew Pavement	†9-90\$ §	(5)
Class D	Driving on Sidewalk Area	£9-90\$ §	(4)
Class D	Valet Parking	Chapter 414	(٤)
Class D	Telegraph and Telephone	Chapter 405	(7)
Class D	Electricity	Chapter 404	(1)
Civil Fine for Subsequent Offense			

# Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

# (a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

	, 101010111	<del></del>	<del></del>
			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1
(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1
<u>(6)</u>	<u>Chapter</u> 315	Short Term Rental Excise Tax	Class C1

# (b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

:			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D

Sec. 1501-9. - Class D Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class D Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

(a) Class D Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 720-13	Private Facilities	Class E
(2)	§ 720-45	Notice of Violations	Class E
(3)	§ 720-69	Notice to Correct Drainage	Class E
(4)	Chapter 855	Rooming Houses	Class D
(5)	Chapter 895	Outdoor Advertising Signs	Class D
(6)	Chapter 1101	Administration, Cincinnati Building Code	Class E
(7)	Chapter 1106	General and Specialty Contractors	Class E
(8)	Chapter 1107	Elevator and Conveyer Equipment	Class E
(9)	Chapter 1117	Housing Code	Class E
(10)	Chapter 1119	Building Hazard Abatement Code	Class E
(11)	Chapter 1127	General Inspection Programs Code	Class E
(12)	Title XIV	Zoning Code	Class E
(13)	§ 1201-21	Maintenance	Class D

Class E	Vacant Foreclosed Property Registration - Failure to register a vacant, foreclosed property.	§ 1123-11(a)	(17)
Class D	Detectors, Early Fire Warning Systems Class I		(91)
Class D	Spills and Leaks	\$ 1201-32	(51)
Class D	Evacuation	§ 1201-33	(14)

(b) Class D Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

Class D	Violation of Limitations on Operators or Operation of Short Term Rentals	( <u>a)75-828 §</u>	(15)
	Commercial Waste Franchises	Chapter 730	(11)
Class E	Management and Control of the Use of the City Right-of-Way	Chapter 722	(01)
Class D	Use of a Motor Vehicle to Facilitate a Drug Related Crime	<b>∀</b> -6\$L §	(6)
Class D	suteredd gaitret Starting	Chapter 1251	(8)
Class D	Causing Fire Through Negligence	12-6121 §	(L)
Class D	Failure to Comply with Orders	47-1021 §	(9)
Class E	Home Improvement	Chapter 891	(5)
Class E	Eviction or Retaliation by Landlord	†I-I9 <i>L</i> §	(4)
Class D	Personal Property Left Abandoned on Streets and Sidewalks - 4 or more items	-627 § 729-	(5)
Class E	Taking Material from Streets	65-12 <i>L</i> §	(7)
Class E	Secret Street Uses	\$2-81 <i>L</i> §	(1)
Civil Fine for Subsequent Offense			

Section 4. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class CI Civil Offenses," and 1501-9, "Class D Civil Offenses," of the Cincinnati Municipal Code are hereby repealed.

Section 5. That the proper City officials are hereby authorized to take all actions necessary and proper to prepare for implementation of the registration procedures established in this

ordinance, and they are further authorized to take all actions necessary and proper to implement the registration procedures once they become effective.

Section 6. That Sections 1, 2, 3, and 4 of this ordinance shall take effect and be in force from and after July 1, 2019.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:		, 2019	
			John Cranley, Mayor
Attest:	Clerk		
New language undersc	ored.		

For Concil calendar + referred.

- Btf. preferred.

- Isan-

**523** 



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# **File Summary**

Title File Number **Current Status** 201900527 **Ordinance** Held ORDINANCE, (VERSION D) submitted by Councilmember Mann from Paula Boggs Muething, City Solicitor on March 15, 2019, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C A Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals. Introduced: 3/15/2019 Controlling Body: Budget and Finance Committee **Meeting Date: 3/27/2019** Sponsor(s): Mann **Department:** David Mann

Drafter: sheila.andrews@cincinnati-oh.gov



# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201900550	Memo	Held
	FYI MEMO, dated 03-39-2019, submitted by Councilmember David Mann from Patrick A. Duhaney, City Manager regarding Short term Rentals.	
	Introduced: 3/29/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 4/1/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-ol	n.gov



Date: April 5, 2019

To:

Councilmember David Mann

From:

Paula Boggs Muething, City Solicitor

Subject:

Ordinance - Ordaining CMC Chapter 856, "Short Term Rentals," and CMC

Chapter 315, "Short Term Rental Excise Tax" E Version

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals.

PBM/LDM/(ps) Attachment 282338-6

# City of Cincinnati

# LDM/E

- 2019

# An Ordinance No.

MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals.

WHEREAS, advances in technology have enabled residential property owners all over the United States and the rest of the world to connect with potential renters in need of short term accommodations through the use of short term rental applications, websites, or other platforms; and

WHEREAS, the short term rentals made possible by these changes have given rise to a unique business model, unlike hotels and other forms of lodging, that engages a full range of market participants ranging from homeowners and apartment dwellers to institutional investors and that further can range in character from distinctly residential to distinctly commercial; and

WHEREAS, on one hand, short term rentals offer supplemental income for City residents, including the chance to rent property for short periods of vacancy or while trying to sell, and short term rentals also increase tourism, providing access to the City for people who might not otherwise visit, and showcasing neighborhoods of the City that may not often host tourists; and

WHEREAS, on the other hand, the City has received complaints and heard disputes between neighbors of property owners who list their properties for short term rental, as some renters have committed noise violations or otherwise failed to show civility and respect for the impacted neighborhood and its residents, such that the properties constitute a public nuisance that threaten the health, safety, and welfare of the citizens and residents of the City; and

WHEREAS, in addition, the City seeks to ensure that properties that are being rented out for short periods meet minimum safety and sanitation requirements, including all existing requirements in applicable building codes, zoning codes, housing codes, and fire codes; and

WHEREAS, the City also seeks to raise revenues through taxation of short term rentals to provide funds to be used to preserve and develop affordable housing, the supply of which housing could be substantially reduced by the creation of new short term rental units in the city; and

WHEREAS, Council desires to strike a balance between allowing property owners to use their properties as they see fit, including offering the property for rental for short periods of time, and also requiring that such property owners remain accountable for their properties and the short term rental activities at the properties; and

WHEREAS, Council also desires to ensure that an outsized short term rental industry in Cincinnati, in light of its population and physical area, does not create a dearth of affordable housing and does not artificially lead to quickly increasing housing rentals City-wide or in particular neighborhoods; now, therefore,

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

Section 1. That Chapter 856, "Short Term Rentals," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby ordained to read as follows:

# **Chapter 856 - SHORT TERM RENTALS**

# Sec. 856-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

# Sec. 856-1-H. - Hosting Platform.

"Hosting Platform" means a person or entity that provides a means through which short term rentals are offered, listed, advertised, solicited, or otherwise held out for rent.

# Sec. 856-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental by placing advertisements or solicitations with a hosting platform.

#### Sec. 856-1-P. - Person.

"Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

# Sec. 856-1-R. - Responsible Person.

"Responsible Person" means:

# (a) A natural person;

- (b) Designated by the operator of a short term rental as having the duty, responsibility, and authority to operate, maintain, and manage the short term rental;
- (c) Whose principal residence or principal place of business is located no greater than fifty miles from the short term rental.

#### Sec. 856-1-S. - Short Term Rental.

"Short Term Rental" means:

- (a) Any residential dwelling unit or part thereof;
- (b) Offered or held out to the public for rent on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent;
- (c) For a duration of occupancy of less than thirty consecutive days.

#### Sec. 856-1-T. - Transient Guest.

"Transient guest" shall mean a person or persons who enters into a contractual arrangement with the operator of a short term rental whereby the person or persons pays rent to the operator, or to a person designated by the operator to receive rent, in exchange for occupancy of the short term rental.

# Sec. 856-3. - Applicability.

- (a) This chapter applies to all short term rentals located in the city of Cincinnati, including those short term rentals operated prior to the effective date of this ordinance, and all operators and hosting platforms conducting business in the city of Cincinnati. This chapter shall have prospective application and shall not impair or modify the terms of any agreement executed or in effect prior to the effective date of this chapter providing for a short term rental to the extent that the parties entering the agreement and the other terms thereof conflict with the provisions of this chapter.
- (b) This chapter shall not apply to any transient use of property otherwise regulated by specific provisions of the Cincinnati Municipal Code. The owners and persons responsible for such property regulated by provisions other than this chapter shall comply with any local tax requirements applicable to those uses of such property and, if a local tax is applicable, then such owners and responsible persons shall not pay or allow a short term rental platform to collect the short term rental excise tax established in Chapter 315 of the Cincinnati Municipal Code. Those uses of property regulated by specific provisions of the Cincinnati Municipal Code outside of this chapter include, but are not limited to, the following uses of property:

- (1) "Congregate Housing" as defined in Section 1401-01-C7;
- (2) "Hotel" as defined in Sections 312-1-H, 855-1-H, 1117-03.2, and 1401-01-H5; or
- (3) "Rooming House" as defined in Sections 855-1-R1, 1117-03.2, and 1401-01-R14.

# Sec. 856-5. - Registration Requirements.

- (a) All operators must register their short term rentals with the city pursuant to Section 856-7, "Short Term Rental Registration," prior to their operation. No person shall operate or permit the operation of a short term rental without first registering the short term rental with the city.
- (b) Registration obtained pursuant to this section must be maintained according to the provisions of this chapter during any period of operation as a short term rental.

# Sec. 856-7. - Short Term Rental Registration.

- (a) All short term rentals shall be registered in the manner prescribed by the city manager or his or her designee, which shall include the payment of a registration fee as necessary to recover the cost and expense of administering the city's short term rental program.
- (b) The registration of a short term rental shall require the following information:
  - (1) A current street mailing address, contact phone number, emergency contact phone number, and email address for the operator and the responsible person designated for the short term rental. The operator of a short term rental shall be the person designated to receive legal notice from the city related to operation of the short term rental.
  - (2) A current list of all hosting platforms through which the short term rental is listed, advertised, solicited, or otherwise held out for rent and those through which it is reasonably anticipated to be listed, advertised, solicited, or otherwise held out for rent.
  - (3) A certification from the operator that the operator is the legal owner or tenant of the short term rental unit with the right and authority to operate the unit as a short term rental.
  - (4) A certification from the operator that, to the best of his, her, or its knowledge, the short term rental is in conformity with:

- (i) Building codes, including, as applicable, the Ohio Building Code, the Residential Code of Ohio, and the Cincinnati Building Code;
- (ii) Zoning codes, including, as applicable, the Cincinnati Zoning Code and Land Development Code;
- (iii) Housing codes, including the Cincinnati Housing Code; and
- (iv) Fire codes, including the Cincinnati Fire Code and the Ohio Fire Code.
- (5) Proof that the operator of the short term rental is current on all existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.
- (6) An acknowledgment that the operator understands that the short term rental must at all times maintain compliance with applicable federal, state, and local laws, regulations, ordinances, or other rules or codes governing the operation of the short term rental.
- (7) An acknowledgment that the operator has read Cincinnati Municipal Code Chapter 914, "Unlawful Discriminatory Practices," including Section 914-5, "Housing Discrimination Prohibited," and Section 914-7, "Public Accommodations Discrimination Prohibited."
- (c) The city manager or his or her designee shall review each registration application and shall issue a registration and a unique registration number to the operator of the short term rental unit upon finding the application satisfies all the requirements of this chapter.
- (d) The city manager or his or her designee shall notify the applicant of a final determination on an application no later than thirty days following receipt of a complete application submission. All application denials shall be in writing and shall set forth specific reasons for the denial.
- (e) Each short term rental registration shall be valid for three years from the date of issuance.

# Sec. 856-9. - Standard Conditions of Short Term Rental Registration.

All short term rentals registered with the city shall be subject to the following standard conditions:

(a) All information associated with the registration must be updated within seven days of a change in status, including any changes in the contact information for the

- operator and the responsible person, and further must be verified no less often than triennially when the registration is renewed.
- (b) All listings, advertisements, or solicitations offering a short term rental for rent shall include its registration number.
- (c) The operator shall prominently display the short term rental registration at the entrance inside the short term rental unit.
- (d) The operator shall prominently display an advisory adjacent to the short term rental registration, which advisory shall be in the form prescribed by the city manager or his or her designee and shall indicate the contact information for the responsible person, the contact information for the police department and fire department that serve the area in which the short term rental is located, the location of all means of egress from the short term rental, and a list activities and behaviors prohibited by city law that tend to be associated with the operation of short term rentals.
- (e) The short term rental shall be maintained and operated in accordance with applicable building codes, zoning codes, housing codes, fire codes, and the provisions of this chapter.
- (f) The operator of the short term rental must remain current on all existing tax liabilities to the city, including payment of the short term rental excise tax.
- (g) Proof of liability insurance for the short term rental unit in an amount that corresponds to the prevailing rate for similar properties being used for a similar purpose as determined by the city manager or his or her designee. Insurance provided by hosting platforms may be used to satisfy this requirement.

# Sec. 856-11. - Short Term Rental Registration Renewal.

- (a) All operators shall apply to renew their registration no earlier than one hundred eighty days and no later than sixty days before its expiration date. If an operator fails to apply for renewal as provided herein, he, she, or it must apply for a new registration rather than a renewal.
- (b) All short term rental registration renewals shall be made in the manner prescribed by the city manager or his or her designee, which shall include the payment of a renewal fee as necessary to recover the cost and expense of administering the city's short term rental program.
- (c) The city manager or his or her designee shall review each renewal application and shall issue a renewal upon finding compliance with all the conditions of short term rental registration established in Section 856-9 of this chapter as applicable.

# Sec. 856-13. - Denial of Application for New or Renewal Registration.

- (a) The city manager or his or her designee may deny any application for a new or renewal registration if any of the following are true of the application, applicant, owner, operator, or property:
  - (1) The applicant failed to provide all required application materials or to pay the application fee.
  - (2) Any registration associated with the operator making the application or for the short term rental that is the subject of the application is currently revoked or suspended as of the date of the application.
  - (3) The applicant, operator, or owner of the short term rental is delinquent in the payment of existing tax and utility payment liabilities to the city, including payment of the short term rental excise tax.
  - (4) The applicant has made a material misrepresentation of fact on the application.
  - (5) The applicant, operator, or owner of the short term rental is shown to have been engaged in the act of prostitution or soliciting for prostitution, or an act that would constitute a violation of the Ohio Revised Code Chapters 2925 or 3719, on the premises of the short term rental in question, or any short term rental in which that individual has any interest in, including but not limited to ownership or operation.
  - (6) The applicant, operator, or owner of the short term rental has failed to make a good faith effort to correct violations of this chapter or has obstructed or interfered with correction of the violations.
  - (7) The short term rental premises is subject to outstanding orders from a City department that have not been corrected.
  - (8) The short term rental premises has been declared a chronic nuisance pursuant to Cincinnati Municipal Code Chapter 765.
- (b) The city manager or his or her designee may deny any application for a new or renewal registration if any of the following are shown to have occurred at the short term rental:
  - (1) A pattern of felony drug related activity, as defined in Ohio Revised Code Section 2923.31, exists at the short term rental.

- (2) A pattern of prostitution related activity or evidence of human trafficking, as defined in Ohio Revised Code Section 2923.31, exists at the short term rental.
- (3) A pattern of criminal gang activity, as defined in Ohio Revised Code Section 2923.41, exists at the short term rental.
- (4) A documented history of repeated offenses of violence as defined in Ohio Revised Code Section 2901.01, exists at the short term rental.
- (c) Evidence of criminal conduct under subsections (a) and (b) of this section need only be that of *de facto* violation of law; evidence of conviction is not a prerequisite for denial unless specifically indicated.

#### Sec. 856-15. - Avoidance of Nuisances.

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

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

# Sec. 856-17. - Limitations on the Operation of Short Term Rentals.

(a) No dwelling unit that receives affordable housing grants or credits from the federal, state, or local governments, or that meets any requirement applicable to the property in which the dwelling unit is located related to such affordable housing grants or credits, shall be registered as a short term rental.

- (b) No building may contain a greater number of short term rental units than set forth below, and no registration may issue to authorize the establishment of a short term rental in a building to the extent it would exceed the maximum number of short term rental units permitted:
  - (1) For buildings containing four or fewer dwelling units, there is no limit on the number of short term rentals that may be operated in the building.
  - (2) For buildings containing five or more dwelling units, four short term rentals plus one additional short term rental for every four dwelling units in excess of four dwelling units is permitted.
- (c) The number of short term rental registrations issued for a building shall be calculated on a first applied, first approved basis.
- (d) The limitations established in this section do not alter existing obligations under the Cincinnati Building Code, Zoning Code, Fire Code, or Health Code and other applicable building, housing, or residential codes.

# Sec. 856-19. - City Short Term Rental Website.

The city manager or his or her designee is authorized to maintain a website showing all registered short term rentals. The website may be made publicly available and shall make publicly available the email address for the responsible person designated for each unit.

#### Sec. 856-21. - Excise Tax.

All operators of short term rentals shall pay, or shall cause any hosting platform on which their short term rental is rented to pay on their behalf, the short term rental excise tax established in Chapter 315 of the Cincinnati Municipal Code. Hosting platforms shall be independently responsible for ensuring that the short term rental excise tax is withheld and paid.

# Sec. 856-23. - Short Term Rental Hosting Platform Obligations.

- (a) All hosting platforms through which short term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall provide the following information to the city manager or his or her designee on a quarterly basis:
  - (1) The total number and location of short term rentals listed on the platform during the applicable reporting period;
  - (2) The total number of nights that each listing on the platform was rented to guests during the applicable reporting period; and

- (3) The total amount of tax collected and remitted by the hosting platform to the city during the applicable reporting period.
- (b) All hosting platforms through which short term rentals within the city are listed, advertised, solicited, or otherwise held out for rent shall provide a field on the platform to allow operators to input short term rental registration numbers.

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

- (a) Failure to comply with the conditions of operating a short term rental established in Section 856-9 of this chapter, existence of any of the grounds for denial of application established in Section 856-13(a) and (b) of this chapter, or allowing a nuisance to exist at the short term rental as described and defined in Section 856-15 of this chapter, may result in the suspension or revocation of a short term rental registration as follows:
  - (1) The city manager may suspend a registration if an operator fails to bring its short term rental into compliance with this chapter within seven days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or hold it out for rent during a period of suspension.
  - (2) The city manager or his or her designee shall reinstate a suspended registration once the operator restores its short term rental to compliance with the provisions of this chapter and pays a reinstatement fee as necessary to recover the cost and expense of administering the city's short term rental program registry.
  - (3) The city manager may revoke a registration if an operator fails to bring its short term rental into compliance with the conditions established in this chapter within thirty days following the issuance of written notice of a violation. An operator may not operate the short term rental associated with the registration or hold it out for rental during a period of revocation.
  - (4) Prior to or following a suspension or revocation, an operator may provide proof to the city manager or his or her designee establishing to the satisfaction of the city manager or his or her designee that the short term rental did not operate in violation of the provisions of this chapter cited as the reason for the suspension or revocation, in which case the registration shall be reinstated without the payment of a reinstatement fee.
  - (5) Except as provided in subsection (a)(4), a registration may not be reinstated for twelve months following its revocation date, and the short term rental associated with a revoked registration may not be operated as a short term rental during the twelve-month waiting period. In addition, no operator

associated with a revoked registration and no natural person with authority to exercise control over the operator or holding an ownership interest or beneficial interest in the operator may apply for a new registration for a short term rental during the same twelve-month period.

- (b) Failure to obtain a short term rental registration prior to holding a short term rental out for rent to the public or operating a short term rental shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the dwelling unit is operated, or held out to the public, as a short term rental shall constitute a separate, subsequent Class D civil offense.
- (c) Operation of a short term rental in violation of the limitations on short term rentals established in Section 856-15 or the limitations on owners and operators of short term rentals established in Section 856-17 of this chapter shall constitute a Class D civil offense and may result in the revocation of the short term rental registration for the applicable properties.
- (d) Failure to provide the active registration number associated with a short term rental on any listing advertising or soliciting the unit shall constitute a Class A civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that an operator fails to provide the active registration number associated with the short term rental on any listing through which the unit is held out for rent to the public shall constitute a separate, subsequent Class A civil offense.
- (e) Failure of a hosting platform to comply with Section 856-23, "Short Term Rental Platform Obligations," of this chapter shall constitute a Class C civil offense on the first day, and having once been notified under CMC Section 1501-13, "Notice of Civil Offense and Civil Fine; Procedures," each additional day that the short term rental is operated or held out to the public for rental shall constitute a separate, subsequent Class D civil offense.

# Sec. 856-27. - Appeals.

Any person who has a bona fide controversy with the application or enforcement of this chapter and who has been adversely affected by the decision may appeal the decision to the city's office of administrative hearings by filing a notice of appeal with the office no later than thirty days after written notice of the decision is mailed to the person. An appeal shall not operate to stay the suspension or revocation of a short term rental registration.

# Sec. 856-29. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof.

The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

Section 2. That Chapter 315, "Short Term Rental Excise Tax," of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code is hereby ordained to read as follows:

# **CHAPTER 315 - SHORT TERM RENTAL EXCISE TAX**

#### Sec. 315-1. - Definitions.

For the purpose of this chapter the words and phrases defined in this section shall have the meanings respectively ascribed to them, unless a different meaning is clearly indicated by the context.

# Sec. 315-1-H. - Hosting Platform.

"Hosting Platform" means a person or entity that provides a means through which short term rentals are offered, listed, advertised, solicited, or otherwise held out for rent.

# Sec. 315-1-O. - Operator.

"Operator" means any person who offers a short term rental or holds a short term rental out to the public for rental by placing advertisements or solicitations with a hosting platform.

# Sec. 315-1-P. - Person.

"Person" shall mean any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

#### Sec. 315-1-R. - Rent.

"Rent" shall mean the consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also any amount for which the occupant is liable for the occupancy without any deduction therefrom whatsoever.

#### Sec. 315-1-S. - Short Term Rental.

"Short Term Rental" means:

- (a) Any residential dwelling unit or part thereof;
- (b) Offered or held out to the public for rent on a hosting website, web or mobile application, or other online platform through which short term rentals are listed, advertised, solicited, or otherwise held out for rent;
- (c) For a duration of occupancy of less than thirty consecutive days.

#### Sec. 315-1-T1. - Transient Guest.

"Transient guest" shall mean a person or persons who enters into a contractual arrangement with the operator of a short term rental whereby the person or persons pays rent to the operator, or to a person designated by the operator to receive rent, in exchange for occupancy of the short term rental.

# Sec. 315-1-T2. - Treasurer.

"Treasurer" shall mean the city treasurer of the city of Cincinnati.

#### Sec. 315-3. - Rate of Tax.

- (a) There is hereby levied an excise tax on the operation of short term rentals subject to registration pursuant to Chapter 856 of the Cincinnati Municipal Code. The tax shall equal seven percent of the gross revenues generated from the operation of a short term rental located in the city. Such tax constitutes a debt owed by the operator of the short term rental to the city, which is extinguished only by payment of the tax to the city.
- (b) Operators of short term rentals shall pay, or shall cause any hosting platform on which their short term rental is rented to pay on their behalf, the short term rental excise tax established in this chapter.
- (c) In lieu of requiring compliance with subsection (b) hereof, the treasurer of the city of Cincinnati may enter into an agreement with a hosting platform to establish a process for the hosting platform to collect and pay the applicable taxes imposed upon operators, solely for transactions consummated between operators and transient guests through the hosting platform.

# Sec. 315-5. - Exemptions.

(a) The treasurer may grant an exemption from the tax imposed under this chapter upon a demonstration that the transaction giving rise to tax liability is not within the taxing power of the city under the constitution or laws of the State of Ohio or the United States.

(b) No exemption claimed under subsection (a) hereof shall be granted except upon a claim therefor made upon the occurrence of the transaction giving rise to tax liability and under penalty of perjury upon a form prescribed by the treasurer.

# Sec. 315-7. - Records Showing Rent and Excise Tax.

The tax to be collected shall be accounted for as an excise tax on the gross revenues from operation of the short term rental at the rate established in Section 315-3 of this chapter. The operator of a short term rental shall be responsible for keeping records showing the gross revenues received in connection with the operation of the short term rental, so that the rate of tax can be properly accounted for, as detailed in Section 315-11 of this chapter. Each operator, or alternatively, each hosting platform that an operator causes to collect and pay the excise tax on its behalf, shall hold in trust for account of the city a portion of the gross revenues received from the operation of a short term rental as is sufficient to discharge the tax liability established under Section 315-3 of this chapter until payment thereof is made to the treasurer.

# Sec. 315-9. - Registration.

- (a) Operator of short term rental. Prior to commencing business, each operator of a short term rental shall register with the city as required under Cincinnati Municipal Code Section 865-5.
- (b) Hosting platform. Prior to commencing business, each hosting platform facilitating the renting of short term rentals in the city shall register with the treasurer, providing any information requested by the treasurer that is necessary to establish a system of payment of the tax established in this chapter from the hosting platform to the city.

# Sec. 315-11. - Reporting and Remitting.

- (a) Each hosting platform shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the treasurer, make a return to the treasurer, on forms provided, of the gross revenues received and the amount of tax due for the operation of all of the short term rentals in the city rented through the hosting platform for that calendar quarter or shorter reporting period if applicable.
- (b) If the treasurer of the city of Cincinnati enters into an agreement with a hosting platform pursuant to Section 315-3(c) of this chapter, such agreement may govern the process for reporting and remitting of tax due for the operation of short term rentals rented through that hosting platform.
- (c) At the time the return is filed, the full amount of the tax held in trust on behalf of the operators shall be remitted to the treasurer, if it has not previously been remitted.

- (d) The treasurer may establish shorter reporting periods for an operator if determined necessary in order to ensure collection of the tax and may require further information in the return if such information is pertinent to the collection of the tax.
- (e) Returns and payments are due no less than ninety days following cessation of a short term rental's operation for any reason.
- (f) All returns and payments submitted by a hosting platform shall be treated as confidential by the treasurer and shall not be released except upon order of a court of competent jurisdiction or to an officer or agent of the United States, the state of Ohio, the county of Hamilton, or the city of Cincinnati for official use only.

## Sec. 315-13. - Treasurer's Authority.

- (a) The treasurer is empowered to adopt, promulgate, and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter, including, but not limited to, provisions relating to transactions and record keeping. Rules and regulations shall be effective upon publication in the *City Bulletin* or at a later date specified by the treasurer.
- (b) The treasurer is empowered to issue rulings on the application of the provisions of this chapter and the rules and regulations promulgated hereunder upon request from an operator or hosting platform. The rulings shall be at the discretion of the treasurer and binding only with respect to the person requesting the ruling. The treasurer may condition the consideration of a request for a ruling upon payment of an administrative fee to offset the administrative costs associated with consideration of the request.
- (c) The treasurer is empowered to conduct investigations relating to any matter pertaining to the administration and enforcement of the provisions of this chapter.
- (d) The treasurer is empowered to subpoena the production of books, papers, records, and other information and the attendance of all persons before him or her, whether as parties or witnesses, whenever he or she believes such persons have knowledge pertinent to any inquiry of any tax paid, charged, collected, or received or required to have been charged, collected, or received. The treasurer is empowered to subpoena the appearance of any person appearing before him or her under oath, concerning any transaction which was or should have been reported for any purpose under this chapter or any activity or occurrence tending to affect the tax levied under this chapter. All costs of production shall be borne by the respondent.
- (e) Each subpoena issued pursuant to subsection (d) hereof shall indicate that any person receiving the subpoena may exercise his, her, or its right to have the subpoena reviewed by a court of competent jurisdiction before complying with the subpoena.

- (f) No authority granted to the treasurer by any other provision of this chapter shall be limited by virtue of not being included in this section.
- (g) Upon good cause, the treasurer may waive penalties otherwise owing under this chapter for an operator's failure to pay amounts due.

# Sec. 315-15. - Failure to Collect and Report Tax, Determination of Tax by City Treasurer.

- (a) If an operator fails to directly pay or cause a hosting platform to collect or withhold the tax prescribed by this chapter or to make within the time provided any report and remittance of the tax or any portion thereof, the treasurer shall proceed in such manner deemed best to obtain facts and information on which to base the estimate of the tax due. Upon procuring facts and information upon which to base the assessment of any tax imposed by this chapter and payable by, or on behalf of, an operator, the operator who has failed or refused to collect the same or to make a report and remittance, the treasurer shall proceed to determine and assess against the operator the tax, interest, and penalties provided for by this chapter. The treasurer shall give a notice of the amounts assessed by serving it personally on the operator or by depositing it in the United States mail, postage prepaid, and addressed to the operator at its last known place of address.
- (b) An operator may within ten days after the serving or mailing of notice of amounts due make application in writing to the treasurer for a hearing on the amount assessed. If the operator does not apply for a hearing within the time prescribed, the amounts assessed by the treasurer shall become final and conclusive and immediately due and payable. If an application for a hearing is made, the treasurer shall give not less than five days' written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why the amount assessed should not be fixed. At the hearing, the operator may appear and offer evidence why the amount assessed should not be so fixed. After the hearing, the treasurer shall determine the proper amount to be assessed and shall give written notice of the decision to the operator in the manner prescribed herein. The amount assessed shall be payable after fifteen days unless an appeal is taken as provided in Section 315-19 of this chapter.

## Sec. 315-17. - Penalties and Interest.

- (a) Delinquency. Any operator who fails to remit any tax imposed by this chapter or cause a hosting platform to collect and remit such tax in the manner required and within the time required shall pay a penalty equal to ten percent of the amount of the tax, in addition to the tax.
- (b) Fraud. If the treasurer determines that the non-payment of any remittance due under this ordinance is due to fraud, a penalty equal to twenty-five percent of the amount of the tax shall be added thereto in addition to the penalties stated in subsection (a) hereof.

- (c) Interest. In addition to the previous penalties imposed, any operator or hosting platform who fails to remit any tax imposed by this chapter in the manner required shall pay interest at the rate of one percent per month, or fraction thereof, on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.
- (d) Penalties During Pendency of Hearing or Appeal. No penalty provided under the terms of this chapter shall be imposed during the pendency of any hearing provided for in Section 315-15 of this chapter nor during the pendency of any appeal to the city manager provided for in Section 315-19 of this chapter.
- (e) Abatement of Interest and Penalty. In cases where a return has been filed in good faith and an assessment has been paid within the time prescribed by the treasurer, the treasurer may abate any charge of penalty or interest or both.

## Sec. 315-19. - Appeal.

Any operator or hosting platform aggrieved by a decision of the treasurer assessing liability for taxes, interest, or penalties accruing under this chapter may appeal to the city manager by filing a notice of appeal with the city manager within fifteen days of the serving or mailing of the determination of tax due. The city manager or his or her designee shall fix a time and place for hearing such appeal and shall give notice in writing to the person at his, her, or its last known place of address. The findings of the city manager or his or her designee shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

## Sec. 315-21. - Records.

It shall be the duty of every person liable for the collection and payment to the city of the tax imposed by this ordinance to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of tax for which the person may be liable, which records the treasurer shall have the right to inspect at all reasonable times.

#### Sec. 315-23. - Refunds.

- (a) Whenever the amount of any tax, interest, or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the city under this chapter, it may be refunded as provided in subsection (b) hereof provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the treasurer within three years of the date of payment. The claim shall be on forms furnished by the treasurer.
- (b) No refund shall be paid under the provisions of this section unless the claimant establishes a right thereto by written records showing entitlement thereto.

#### Sec. 315-25. - Actions to Collect.

Any person owing money to the city under the provisions of this chapter shall be liable to an action brought in the name of the city for the recovery of such amount.

#### Sec. 315-27. - Use of Revenue.

All revenue from the short term rental excise tax levied pursuant to this chapter shall be deposited into special revenue Fund 439, "Affordable Housing Trust Fund," to be used for the preservation and development of affordable housing in the city.

## Sec. 315-29. - Severability.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this chapter or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional.

## Sec. 315-99. - Violations; Misdemeanor; Penalties.

- (a) No person shall violate any provision of this chapter.
- (b) No person shall fail or refuse to register as required in this chapter or to furnish any return required to be made, fail to refuse to furnish a supplemental return or other data required by the treasurer, or render a false or fraudulent return or claim.
- (c) No person required by this chapter to make, render, sign, or verify any report or claim shall make a false or fraudulent report or claim with the intent to defeat or evade the determination of any amount due.
- (d) Failure to comply with the provisions of this chapter shall constitute a Class C1 civil offense as defined by Section 1501-8(a) of the Cincinnati Municipal Code.
- (e) In the alternative to subsection (d) hereof, whoever violates any of the provisions set forth above is guilty of a first degree misdemeanor and shall be fined not more than \$500, imprisoned for a period of not more than six months, or both.

Section 3. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," of Title XV,

"Code Compliance and Hearings," of the Cincinnati Municipal Code are hereby amended to read as follows:

## Sec. 1501-3. - Class A Civil Offenses.

A person who violates a standard of conduct set forth in a section or chapter of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class A Civil Offense. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine specified in § 1501-99 for the first violation of a Class B Civil Offense.

a.	§ 511-1	Advertising on Vehicles.
Ъ.	§ 511-33	Front Yard Parking.
c.	§ 514-11	Parking Restrictions.
d.	§ 604-17	Unapproved Bird, Fowl or Animal Feeding.
e.	§ 701-19	Order to Muzzle Dogs.
f.	§ 701-27	Loud Dog.
g.	§ 701-30	Dog Excrement Removal.
h.	§ 721-63	Gutter Crossings.
i.	§ 721 <b>-</b> 65	Obstructing Gutters.
j.	§ 721-93	Temporary Driveway Permits.
k.	§ 723-5	Encumbering Sidewalks.
1.	§ 723-9	Regulations for Wholesale Produce Areas.
m.	§ 723-11	Retail Sidewalk Display.
n.	§ 723-12	Free Standing Business or Identification Signs (Sandwich Boards) on Sidewalk.
0.	§ 723-13	Temporary Encumbrances.
p.	§ 723-17	U.S. Mail Boxes.
q.	§ 723-23	Ground and Debris on Street or Sidewalk.
r.	§ 723-29	Sprinkling Roadways in Congested District.
s.	§ 723-31	Sprinkling Before Sweeping.
t.	§ 723-37	Unloading Heavy Material on Streets or Sidewalks.
u.	§ 723-39	Inscribing Names or Advertising Matter on Sidewalks Unlawful.
v.	§ 723-57	Removal of Snow.

w.	§ 723-59	Ice on Sidewalks.
x.	§ 723-65	Displaying House Numbers.
y.	§ 723-69	Removing House Numbers.
Z.	§ 723-79	Fire Kettle Permit.
aa.	§ 729-7	Setting Out Containers.
bb.	§ 729-15	Containers to be Removed from Collection Points.
cc.	§ 729-37	Street Waste Receptacles.
dd.	§ 729-87(a)	Recyclable Materials - Taking Recyclables.
ee.	§ 729-87(b)	Recyclable Materials - Destruction of Container.
ff.	§ 729-87(c)	Recyclable Materials - Relocation of Container.
gg.	§ 729-87(d)	Recyclable Materials - Failure to Remove Container from Collection Point.
hh.	§ 729-88	Yard Waste Materials.
ii.	§ 729-89(c)	Disposal of Unacceptable Waste.
jj.	§ 911-17	Posting Bills on Streets.
kk.	§ 1123-11(b)	Vacant Foreclosed Property Registration - Failure to maintain accurate information.
11.	§ 1123-11(c)	Vacant Foreclosed Property Registration - Failure to maintain the property in accordance with the maintenance provisions.
mm.	§ 701-2(B)(1)	Leash Required; Responsibility for Injury (Leash).
nn.	§ 856-25(d)	Failure to Provide Registration Number on a Listing Advertising a Short Term Rental.

## Sec. 1501-7. - Class C Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class C Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 514-15	Violation and Revocation	Class D
(2)	§ 602-1	Permitting Unclean Habitations	Class D
(3)	§ 602-7	Vacation of Unsanitary Premises	Class D
(4)	§ 604-5	All Improved Premises to be Rat-Proofed	Class D
(5)	§ 606-3	Vaccination of Dogs	Class D
(6)	Chapter 743	Urban Forestry	Class D
(7)	§ 747-3	Limited Franchise Permit Required	Class D
(8)	§ 869-7	Wrecking License Required	Class D
(9)	§ 1201-1	Cincinnati Fire Prevention Code	Class C
(10)	§ 1201-57	Permits	Class C
(11)	Chapter 1203	Motor Equipment in Places of Assembly	Class C
(12)	Chapter 1207	Drills	Class C
(13)	§ 1209-3	Hazardous Existing Electrical Wiring and Equipment	Class C
(14)	Chapter 1211	Fire Extinguishers	Class C
(15)	§ 1219-11	Flameproof Decorations	Class C
(16)	§ 1219-25	Chimneys and Fireplaces	Class C
(17)	§ 1219-31	Air Conditioning	Class C
(18)	§ 1219-35	Residential Storage	Class C
(19)	§ 1219-43	Fire Escapes	Class C
(20)	§ 1219-57	Restrictions on Parking Motor Vehicles	Class C
(21)	§ 1219-61	Shaftways	Class C
(22)	§ 1219-63	Inspection, Safety Provisions	Class C
(23)	§ 1219-65	Location of Exits	Class C
(24)	§ 1219-67	Interior Stairway Doors	Class C
(25)	Chapter 1227	Storage, General Requirements	Class C
(26)	§ 1229-3	Water Flow Requirements	Class C
(27)	§ 1229-9	Private Fire Hydrants	Class C
(28)	§§ 723-5, 723-19	Structures in the Public Right-of-Way	Class D

(29)	§§ 723-44, 723-50	Mobile Food Vending	Class C
(30)	§ 723-24	Bike Share Stations	Class C

# (b) Class C Civil Offense With Civil Fines Not Subject to 50% Reduction to Correction for Violation:

			Civil Fine for Subsequent Offense
(1)	Chapter 404	Electricity	Class D
(2)	Chapter 405	Telegraph and Telephone	Class D
(3)	Chapter 414	Valet Parking	Class D
(4)	§ 506-63	Driving on Sidewalk Area	Class D
(5)	§ 506-64	Driving on New Pavement	Class D
(6)	§ 718-23	Unlawful Private Use of Streets	Class D
(7)	§ 721-71	Permits for Sidewalk Construction	Class D
(8)	§ 721-81	Sidewalk Construction Without Permit Unlawful	Class D
(9)	§ 729-73	Discharging Noisome Substances	Class D
(10)	§ 729-83	Refrigerators, Abandoning	Class C
(11)	§ 729-89(d)	Improper Disposal of Construction Debris or Hazardous Waste	Class D
(12)	§ 1215-3	Safe Practices	Class C
(13)	§ 1219-17	Misuse of Fire Protection Equipment	Class C
(14)	§ 1231-9	Tampering with Fire Hydrants	Class C
(15)	§ 1231-13	Unlicensed Use of Fire Hydrants Prohibited	Class C
(16)	§ 701-2(B)(2)	Leash Required; Responsibility for Injury (Menacing Fashion)	Class C
(17)	§ 701-2(B)(3)	Leash Required; Responsibility for Injury (Injury)	Class C
(18)	§ 856-25(b)	Failure to Obtain a Short Term Rental Registration	Class D
(19)	§ 856-25(e)	Failure of Short Term Rental Hosting Platform to Comply with Obligations	Class D

## Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

# (a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1
(3)	§ 714-37	Owner or Person in Control to Maintain Premises Free of Litter	Class C1
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private Property (grass and weed control)	Class C1
(6)	Chapter 315	Short Term Rental Excise Tax	Class C1

# (b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation:

i			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or Scattering Debris	Class D

#### Sec. 1501-9. - Class D Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in § 1501-99 for a Class D Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with § 1501-15 that the violation has been corrected. If a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, which fine is specified in § 1501-99 and is not subject to reduction for correction of the violation.

# (a) Class D Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 720-13	Private Facilities	Class E
(2)	§ 720-45	Notice of Violations	Class E
(3)	§ 720-69	Notice to Correct Drainage	Class E
(4)	Chapter 855	Rooming Houses	Class D
(5)	Chapter 895	Outdoor Advertising Signs	Class D
(6)	Chapter 1101	Administration, Cincinnati Building Code	Class E
(7)	Chapter 1106	General and Specialty Contractors	Class E
(8)	Chapter 1107	Elevator and Conveyer Equipment	Class E
(9)	Chapter 1117	Housing Code	Class E
(10)	Chapter 1119	Building Hazard Abatement Code	Class E
(11)	Chapter 1127	General Inspection Programs Code	Class E
(12)	Title XIV	Zoning Code	Class E
(13)	§ 1201-21	Maintenance	Class D
(14)	§ 1201-33	Evacuation	Class D

(15)	§ 1201-35	Spills and Leaks	Class D
(16)	Chapter 1235	Detectors, Early Fire Warning Systems	Class D
(17)	§ 1123-11(a)	Vacant Foreclosed Property Registration - Failure to register a vacant, foreclosed property.	Class E

# (b) Class D Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 718-25	Secret Street Uses	Class E
(2)	§ 721-59	Taking Material from Streets	Class E
(3)	§ 729- 71(c)(2)	Personal Property Left Abandoned on Streets and Sidewalks - 4 or more items	Class D
(4)	§ 761-14	Eviction or Retaliation by Landlord	Class E
(5)	Chapter 891	Home Improvement	Class E
(6)	§ 1201-47	Failure to Comply with Orders	Class D
(7)	§ 1219-21	Causing Fire Through Negligence	Class D
(8)	Chapter 1251	Fire Starting Apparatus	Class D
(9)	§ 759-4	Use of a Motor Vehicle to Facilitate a Drug Related Crime	Class D
(10)	Chapter 722	Management and Control of the Use of the City Right-of-Way	Class E
(11)	Chapter 730	Commercial Waste Franchises	
(12)	§ 856-25(c)	Violation of Limitations on Operators or Operation of Short Term Rentals	Class D

Section 4. That existing Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," of the Cincinnati Municipal Code are hereby repealed.

Section 5. That the proper City officials are hereby authorized to take all actions necessary and proper to prepare for implementation of the registration procedures established in this

ordinance, and they are further authorized to take all actions necessary and proper to implement the registration procedures once they become effective.

Section 6. That Sections 1, 2, 3, and 4 of this ordinance shall take effect and be in force from and after July 1, 2019.

Section 7. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:		, 2019	
		-	John Cranley, Mayor
Attest:	Clerk	<del></del>	
New language un	derscored.		



801 Plum Street Cincinnati, OH 45202

## **File Summary**

File Number Title **Current Status** 201900593 **Ordinance** Held ORDINANCE, dated 04/05/2019, submitted by Councilmember Mann, from Paula Boggs Muething, City Solicitor, MODIFYING the provisions of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by ORDAINING new Chapter 856, "Short Term Rentals"; MODIFYING the provisions of Title III, "Financial, Personnel, Procurement and Real Property Procedures," of the Cincinnati Municipal Code by ORDAINING new Chapter 315, "Short Term Rental Excise Tax"; and MODIFYING the provisions of Title XV, "Code Compliance and Hearing," of the Cincinnati Municipal Code by AMENDING Sections 1501-3, "Class A Civil Offenses," 1501-7, "Class C Civil Offenses," 1501-8, "Class C1 Civil Offenses," and 1501-9, "Class D Civil Offenses," in order to establish a registration program for the operation of short term rentals. Introduced: 4/5/2019 Controlling Body: Budget and Finance Committee Meeting Date: 4/5/2019 Sponsor(s): Mann **Department:** David Mann

**Drafter:** sheila.andrews@cincinnati-oh.gov





April 15, 2019

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Over-The-Rhine Special Parking Permit Area (OTR SPPA) – Worker Parking Permit

#### **REFERENCE DOCUMENT #201900418**

On March 13, 2019, the Budget & Finance Committee referred the following for a report:

**ORDINANCE**, submitted by Mayor John Cranley, AMENDING certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize people who work in Over-the-Rhine who earn no more than \$50,000 per year to be eligible to obtain SPPA permits rather than only residents of the neighborhood. (VERSION B).

This report is to provide City Council information that describes the possibility of implementing an OTR worker parking permit program. The Department of Transportation and Engineering and the Department of Community and Economic Development are currently researching Employee Parking Permit Programs (EPPP).

A worker parking permit program is plausible. The program could be in similar fashion as the OTR residential parking permit program. On an annual basis, the employee would be required to show proof of employment at a business within the OTR SPPA, proof of ownership of a car registered to them, and proof of salary eligibility (no more than \$50,000).

cc: Joe Vogel, Director, Department of Transportation & Engineering
Philip M. Denning, Director, Department of Community and Economic Development



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201900664	Report	Held
		ed by Patrick A. Duhaney, City Manager, Parking Permit Area (OTR SPPA)- Worker
	Introduced: 4/15/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/15/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh.	gov



801 Plum Street, Suite 346A Cincinnati, Ohio 45202

Phone (513) 352-5243

Email jeff.pastor@cincinnati-oh.gov Web www.cincinnati-oh.gov

201900671

Jeff Pastor
Councilmember

April 9, 2019

## MOTION

**WE MOVE** that the City Administration make mental health a funding priority within the upcoming budget discussions for FY 2020.

WE FURTHER MOVE that the City Administration offer a report on the current status of the Mental Health Response Team (MHRT) within the Cincinnati Police Department (CPD) to better understand the Team's role and purpose with regard to mental health within the City of Cincinnati. Specifically, looking at how the Team works to prevent potential violent encounters with individuals facing mental illness and how mentally ill individuals who commit crimes are treated within the system in terms of availability to treatment.

**WE FURTHER MOVE** that the City Administration provide a report of the current spending directed for the purposes of mental health within the City of Cincinnati.

Councilmember Jeff Pastor



File Number

Title

## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

**Current Status** 

## **File Summary**

201900671 Motion Held

MOTION, submitted by Councilmember Pastor, WE MOVE that the City

MOTION, submitted by Councilmember Pastor, WE MOVE that the City Administration make mental health a funding priority within the upcoming budget discussions for FY 2020. WE FURTHER MOVE that the City Administration offer a report the current status of the Mental Health Responses Team (MHRT) within the Cincinnati Police Department (CPD) to better understand the Team's role and purpose with regard to mental health within the City of Cincinnati. Specifically, looking at how the Team works to prevent potential violent encounters with individuals facing mental illness and how mentally ill individuals who commit crimes are treated within the system in terms of availability to treatment. WE FURTHER MOVE that the City Administration provide a report of the current spending directed for the purposes of mental health within the City of Cincinnati.

Introduced: 4/17/2019 Controlling Body: Budget and Finance Committee

**Meeting Date:** 4/17/2019

Drafter: sheila.andrews@cincinnati-oh.gov



801 Plum Street, Suite 346A Cincinnati, Ohio 45202

Phone (513) 352-5243

Email jeff.pastor@cincinnati-oh.gov Web www.cincinnati-oh.gov

201900672

Jeff Pastor

April 16, 2019

## MOTION

WE MOVE that the Department of Community and Economic Development (DCED) provide a report on the economic impact of tax abatements offered through their department. Including in the report, the total number of tax abatements given to date, what has been the return on investment (ROI) for Cincinnati residents and if possible, the economic impact for Cincinnati Public Schools (CPS).

Councilmember Jeff Pasto

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801 Plum Street Cincinnati, OH 45202

## **File Summary**

File Number Title **Current Status** 201900672 Motion Held MOTION, submitted by Councilmember Pastor, WE MOVE that the Department of Community and Economic Development (DCED) provide a report on the economic impact of tax abatements offered through their department. Including in the report, the total number of tax abatements given to date, what has been the return on investment (ROI) for Cincinnati residents and if possible, the economic impact for Cincinnati Public Schools (CPS). Introduced: 4/17/2019 Controlling Body: Budget and Finance Committee **Meeting Date:** 4/17/2019 Drafter: sheila.andrews@cincinnati-oh.gov



801 Plum Street, Suite 354 Cincinnati, Ohio 45202

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

Email pg sittenfeld@cincinnati-oh.gov

Web www.cincinnati-oh.gov

201900675

P.G. Sittenfeld

Councilmember

April 10, 2019

## **MOTION**

**WE MOVE** that the City Administration study the feasibility of including the Juergens Avenue Improvement Project within the City's upcoming Capital Budget. Those improvements would include the curbing of Juergens Avenue, and the conversion of the open channel stormwater drainage system to a conventional stormwater piping system.

Councilmember P.G. Sittenfeld



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201900675	Motion	Held
	Administration study the feasibility Project within the City's upcoming include the curbing of Juergens Av	mber P.G. Sittenfeld, WE MOVE that the City of including the Juergens Avenue Improvement Capital Budget. Those improvements would renue and the conversion of the open channel onventional stormwater piping system.
	Introduced: 4/17/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/17/2019	
	Drafter: sheila.andrews@cincinnati-o	n.gov



April 22, 2019

To:

Mayor and Members of City Council

From:

Patrick A. Duhaney, City Manage

Subject:

Over-The-Rhine Special Parking Permit Area (OTR SPPA) – Worker Parking Permit

### **REFERENCE DOCUMENT #201900418**

On March 13, 2019, the Budget & Finance Committee referred the following for a report:

**ORDINANCE,** submitted by Mayor John Cranley, AMENDING certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize people who work in Over-the-Rhine who earn no more than \$50,000 per year to be eligible to obtain SPPA permits rather than only residents of the neighborhood. (VERSION B).

This report is to provide City Council information that outlines options for implementing an OTR worker parking permit program. The Department of Transportation and Engineering and the Department of Community and Economic Development are currently researching Employee Parking Permit Programs (EPPP).

### Research on Employee Parking Permit Programs

There are two types of basic plans:

- Employer based is where the City works directly with a qualified business (e.g. Columbus, OH)
- Employee based is where the City works directly with the employee, working at a qualifying business (e.g. Newport Beach, CA)

Types of verification information needed:

- Employer based plan
  - o Registered business within OTR SPPA
  - o The business is the primary owner or lessee of the property
  - o Employer supplies documentation regarding low income eligibility employees
- Employee based plan
  - o Active employment at a business within OTR SPPA (i.e. payroll stub and employment verification letter)
  - o Photo ID
  - Employer supplies documentation regarding low income eligibility employees

## **Current Parking Program**

The current Special Parking Permit Area in OTR consists of 500 residential parking spaces and 790 metered parking spaces for a total of 1290 available parking spaces. See attached map. As of April 16, 2019, a total of 655 residential parking permits have been issued. Note: 25 to 50% overselling of parking spaces is considered reasonable for parking permit programs.

## Considerations for Employee Parking Permit Programs

The plan details that need to be defined by City Council are:

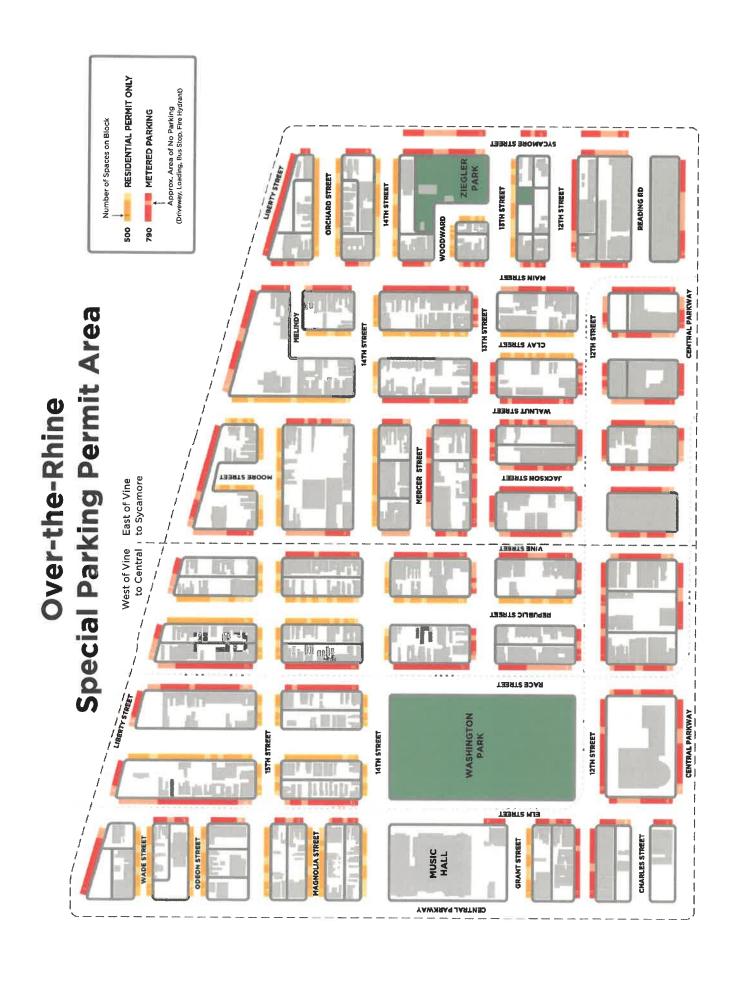
- The type of program (e.g. Employer or Employee)
- · Cost of the permits
- When the employee can park in the OTR SPPA (e.g. M-F 9 to 5 or anytime/any day)
- The number of permits per employer or employee

### Other considerations:

- Impact to OTR SPPA
- Auditing non digital (i.e. hang tags) permits
- Employers not participating while employees want to participate (Employer based program)
- Program implementation costs
  - o Hang tag permitting
  - Digital permitting

On an annual basis, the employee would be required to show proof of employment at a business within the OTR SPPA, proof of ownership of a car registered to them, and proof of salary eligibility (no more than \$50,000)

Copy: Joe Vogel, Director, Department of Transportation & Engineering
Philip M. Denning, Director, Department of Community and Economic Development





801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201900715	Report	Held
		itted by Patrick A. Duhaney, City Manager, ial Parking Permit Area (OTR SPPA) - Worker
	Introduced: 4/22/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/22/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	gov



201900739

April 15, 2019

Mr. Patrick Duhaney City Manager City of Cincinnati 801 Plum Street Cincinnati, OH 45202

Dear Mr. Duhaney,

As a strategic partner, we would like to thank the City of Cincinnati for its commitment to regional economic development. Over the past five years, our partnership has generated 5,044 new jobs and more than \$322 million in new payroll in the City of Cincinnati alone and more than \$2.5 billion of capital investment regionally. To continue this momentum, REDI Cincinnati respectfully requests the city to continue its support of this important work by maintaining its investment of \$250,000 in the 2019-2020 fiscal year.

REDI Cincinnati's efforts to attract and expand employers creates a ripple effect that is key to long-lasting economic success for Greater Cincinnati. The City of Cincinnati's investment in REDI Cincinnati provides a direct benefit to the City and its residents in the form of new job opportunities and increased revenue. Additionally, REDI Cincinnati's efforts provide the City direct access to new prospective employers, exposure to national decision makers in the site selection industry, and generates international interest in the City's transformational redevelopment projects.

REDI Cincinnati is dedicated to promoting Greater Cincinnati and unifying the region to compete for new jobs and investment on a global scale. Our funding strategy is premised on the principle that we are stronger as a whole than individually. Together, we are able to leverage the resources necessary to compete at the scale needed to accomplish our economic growth goals for the City of Cincinnati and Greater Cincinnati. The City of Cincinnati's investment is vital to this success.

We appreciate your continued support and partnership.

Sincerely,

Kimm Lauterbach
President & CEO
REDI Cincinnati

cc: Mayor John Cranley
Vice Mayor Christopher Smitherman
President Pro Tem Tamaya Dennard
Council Member Greg Landsman
Council Member David Mann

**Brian Hodgett** 

P&G

**REDI Cincinnati, Board Chairman** 

BiSIM

Council Member Amy Murray Council Member Jeff Pastor Council Member Chris Seelbach Council Member P.G. Sittenfeld Council Member Wendell Young Communication Submitted by Conceptionaber Sitterfeld

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801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status				
201900739	Communication Hele					
	Lauterbach, President & CEO, RE	Councilmember Sittenfeld from Kimm DI Cincinnati and Brian Hodgett, P&G, REDI ing the City to continue to support REDI by ,000 in the 2019-2020 fiscal year.				
	Introduced: 4/24/2019	Controlling Body: Budget and Finance Committee				
	Meeting Date: 4/24/2019					
	Drafter: sheila.andrews@cincinnati-o	h.gov				

DATE: April 11, 2019

TO: David Mann

FROM: Kathy Johnson-Louis

201900786

RE: Health Dept., Home Health Overtime Usage Abuse and Approval Process

My name is Kathy Johnson – Louis. I have worked for the City of Cincinnati for over 27 years. I have processed payroll for over 22 years. I was the payroll supervisor for MSD and GCWW (The Joint Utility) for over 5 years. This is just to say I do know a little about payroll/CHRIS.

I transferred to Health Dept., Home Health Division February 2018. Jill Byrd and I approve Home Health timesheets in CHRIS.

I am attaching the email that I sent to Jill Byrd stating that I'm no longer comfortable approving the timesheets for Home Health nurses.

We had one nurse that stated she worked 15 hours on Sunday March 31. When I asked her about the time she got upset. I was trying to see if she meant, she worked 8 hours and that she should be receiving double time for working on a Sunday. She told me that I don't need to be questioning her time. So after we had words, I sent the attached email to Jill stating that I'm no longer comfortable approving her time in CHRIS.

I'm writing this letter because I think there needs to be an audit of Home Health overtime usage and approval process. There is three nurses in Home Health and two of them are sisters. The PHN 3 and the PHN 2 are sisters. The PHN 3 assigns the overtime to the PHN 2's. No one approves the overtime hours before they are worked.

I have attached a spreadsheet of Home Health overtime hours for the first quarter. Home Health division is always on the chopping block when it comes the budget. I believe the overtime is being abused.

If you have any further questions I can be reached at 513-235-7736.

## Home Health - Nurses

## 2019 First Quarter Overtime

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
OTH	1	9	10.8	6
OT2	1	2	9.6	9.7
HD2	1	0	2.3	0
TOTAL		11	22.7	15.7

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
OTH	2	7	2	9.5
OT2	2	2	10.4	7.5
HD2	2	2	****	0
TOTAL		11	12.4	17

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
ОТН	3	7	6.2	14
OT2	3	4	2	23.3
HD2	3	2	11.3	0
TOTAL		13	19.5	37.3

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
OTH	4	8	4.3	10
OT2	4	4	5	3.3
HD2	4	0	0	0
TOTAL		12	9.3	13.3

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
OTH	5	5	4	3.8
OT2	5	4	2.8	10.8
HD2	5	6	5.4	11
TOTAL		15	12.2	25.6

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
ОТН	6	6.5	6.7	9.25
OT2	6	4	6.9	11.5
HD2	6	0	0	0
TOTAL		10.5	13.6	20.75

	Pay Period	Traci Lewis	Richena Robinson	Stacey Watkins
ОТН	7	8	10.1	13.5
OT2	7	2	0	10.4
HD2	7	0	0	0
TOTAL		10	10.1	23.9

First			
Quarter			
Total OT	82.5	99.8	153.55

## **Stacey Watkins OT**

Louis, Kathy

Tue 4/9/2019 4:28 PM

To: Byrd, Jill <Jill.Byrd@cincinnati-oh.gov>

Cc: Schulte, Kathy <Kathy.Schulte@cincinnati-oh.gov>; Kathy Johnson (kathyj36@msn.com)

<kathyj36@msn.com>

1 attachments (104 KB)

Stacey Watkins timesheet PP008.pdf;

Jill,

I'm sure you heard by now that I had a problem with Stacy Watkins overtime. I received it today around 3pm. So I ask her how did she work 15 hours on Sunday March 31. The calculation didn't add up for me. She has a problem with me questioning her OT. She states that if I don't know how to add it up maybe I shouldn't be approving her overtime. I explain that I don't have any problem adding up Richenas and Traci OT. But that is fine. Jill needs to approve your time.

She explains that they work long hours over the weekends and we need to go out in the field with them one day. She goes on to state that they have to go into houses with roaches and they don't have access to restrooms, etc. I stated that she chose her occupation and I chose my occupation. I chose to sit in a office all day.

I approved her time in CHRIS and it was still wrong. So she had to call Maya to fit it. The 15 hours was suppose to be on Saturday March 30.

She took her timesheet to Traci to see if she could add it up. I don't know if Traci was able to or not.

I had to go down stairs for something.

So I'm requesting for some else to approve Stacey's time. I'm not comfortable approving it any longer.

PS: About 2 weeks ago Stacey and I had a problem with her travel reimbursement. She said that her luggage fee was \$70 on their return flight. I told her that you are only allowed one luggage. She states that they had to bring about some books. I ask her to write something up so I can submit it with the travel reimbursement. She got upset with me again because I had questions regarding her travel reimbursements. So she said that she will talk to you (Jill). I said fine again.

I know the city rules regarding travel reimbursement and I was just trying to follow the rules. But that seem to be a problem.

#### **Thanks**

Kathy Johnson-Louis Administrative Specialist Cincinnati Health Dept - Home Health 1525 Elm Street, 3rd Floor Cincinnati OH 45202 513-352-3081 or 513-352-3160



**CONFIDENTIALITY NOTICE:** This message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

**Mission:** To achieve health equity and improve the health & wellness of all who live, work and play in Cincinnati.

Vision: To make the City of Cincinnati the healthiest city in the nation.

Values: Accountability, Collaboration, Commitment, Communication, Excellence, Leadership & Quality

Report ID

C\_TLTMSH

City of Cincinnati CHRIS EMPLOYEE TIMESHEET

Page 1 of 1 Run Date 04/09/2019 Run Time 14:29:47

Pay Begin Date Pay End Date: Run (D: Taskgroup:	. 06-4 UGS	MAR-2019 APR-2019 I 2A - 2642A -	Daphne Byrd	ı	Watkins, Stacey R 24957 2642445 - HLT PHC CNS WD Home Nursing 277 - Public Health Nurse 2						
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Employee Signature	Supervisor Signature:	

3/30/19

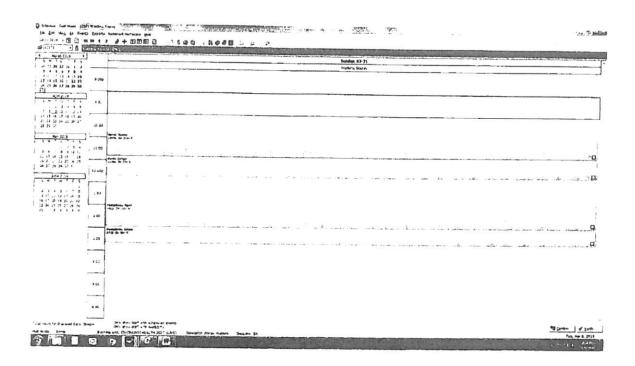
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### **OVERTIME SLIP**



EMPLOYEE NAME Stacy Watking

WEEK 1	NUMBER OF HOURS	DATE WORKED	OVERTIME WORK LOCATION
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday	12.3-6.5	3/30/19	MCH
·	(4)	//	/
Sunday	14.5	7/1/11	MCH
Monday Tuesday			
Tuesday			
Tuesday Wednesday			110.14

MAXL REV. 11/11

# COMPENSATORY TIME EARNED PAYROLL PERIOD

Employee's Name



Dept/Div

Part 1. To be completed by employee for instances of overtime hours worked for which compensation will be made in compensatory time. If multiple instances occur within a pay period the entire pay period can be listed on one form. Please follow directions below:

2	17/19					3
Reaso	C r	auts				
Emplo	yee's Signature:		0		Date _	4/9/19
Part 2.	To be signed by	the appropriate supervi	isors and forw	arded to	the payroli	clerk for the section
	I hereby certify were in fact wor	that the overtime hour ked on the date(s) sta	s reported at ted.	ove wer	e authorize	ed by my office and
Superv	isor's Signature				Date _	· ·
Dept/[	Division Head Init	ials			Date _	
		where required				
Part 3.	the dates of the	e occurrence of overting overtime worked and ars worked above in the	the times of	each belo	ow, then a	dd the total number
	Date	Hours		D	ate	Hours
1.			8.	************		
2.			9.			
3.			10.			
4.			11.	-		
5.			12.			
5.			13.			
7.			14.			
Man e	EV 12/11					



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status	
201900786	Communication	Held	
	COMMUNICATION, submitted by Councilmember Mann from Kathy Johnson-Louis regarding Health Department, Home Health Overtime Usage Abuse and Approval Process.		
	Introduced: 5/1/2019	Controlling Body: Budget and Finance Committee	
	Meeting Date: 5/1/2019	Sponsor(s): Mann	
	Department: David Mann		
	Drafter: sheila.andrews@cincinnati-oh	ı.gov	



2900 Reading Road | Suite 410 Cincinnati, OH 45206 513,263,2720

cincytechusa.com

April 26, 2019

201900789

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

Dear Mayor Cranley:

On behalf of CincyTech, its investors, clients, portfolio companies, and employees, we thank you for being our partner in the economic growth of the startup community for the past four years and request that the City continue its \$250,000 investment with CincyTech in the FY 2020 Operating Budget.

Since 2007 CincyTech has monitored and reported progress and outcomes based on clear performance metrics. The data tell a story of growth-- in jobs, companies and revenues; and in capital imported into the City and region. To date CincyTech's investment in local startups has created more than \$1.5 billion in regional economic impact. Our results are also tangible. CincyTech companies dot the landscape of the City, their employees live and thrive here. Each week visitors from around the country make their first visit to Cincinnati to meet a CincyTech company. They discover a city that is alive with entrepreneurial spirit, where innovators are building smart and novel solutions for healthcare, consumers, and enterprise ranging from local to global.

Our metrics tell a story of growth and progress. Since 2007, CincyTech has invested \$55 million in 80 startups across Southwest Ohio. These companies have raised an additional \$902 million from 90+ venture capital funds, as well as other investors, on track to reach the \$1 billion dollar mark in 2019. We know from our data that roughly 75% of this is capital imported from outside the region. These co-investment dollars are largely spent locally, on everything from salaries to office space and supplies, to services from local vendors. 1050 people go to work at a CincyTech portfolio company every day, at an average annual salary of \$87,000. As of 3/31/19, CincyTech has invested roughly \$20 million in startups located in the City. These companies have raised \$120 million in co-investment. CincyTech portfolio companies in Cincinnati employ 225 people and in 2018 generated \$450,000 in city income tax.

CincyTech's work and investment is changing our City. Our globally relevant companies bring customers and investors to the City regularly, often for the first time. In the last two years Indiana-based Thor Industries and Mountain View, California-based Quotient purchased CincyTech portfolio companies. Rather than scale down their Cincinnati operations, they are scaling up, recognizing the opportunity for businesses to thrive here. For the same reason, Alexandria,

Virginia-based Amify recently chose the City of Cincinnati as the place to open their HQ2 office. The Amify team learned of Cincinnati from one our venture co-investors who has first hand knowledge of what the region has to offer.

Our move to the Uptown Innovation Corridor underscores our commitment to one of Cincinnati's most important assets. Since 2007, we have witnessed the transformation of downtown, OTR, the Banks, and adjacent areas of the urban core. These changes have made the City much more attractive to the technology professionals our companies need to succeed. In 2019 CincyTech moved to the University of Cincinnati's 1819 Innovation Hub. With more than 40,000 people, UC represents an underleveraged source of talent, innovation, and energy. We are embedding our work in UC, working with students, faculty, and innovation leaders to build a unique investment platform designed for scale.

Our move Uptown moves the startup economy beyond the urban core to areas of the community still on the edge of change. We are more accessible to UC and CPS students and teachers, and are already planning engagement to build connections to these sources of talent and creativity. And while 26% of our companies have diverse founders or leaders, our industry is still far behind on diversity and inclusion. We are working hard to expand our access to diverse deal flow to ensure we meet and exceed our past performance. Between 2017 and 2018 we more than doubled the number of diverse and inclusive companies in our pipeline. As an investor, we are implementing policies and requirements to ensure D&I is top of mind and measured in each portfolio company.

The City's support each year is a cornerstone of our local grant budget, and is matched dollar-for-dollar by the Ohio Third Frontier program. Local grants are the essential catalyst that drives our regional impact. In addition, the City's support is an important signal to other grantors of the importance of our mission to our shared economic future.

To continue our work transforming great ideas into high potential technology companies, CincyTech respectfully requests the City maintain its \$250,000 investment in CincyTech through the FY 2020 Operating Budget.

Sincerely,

Mike Venerable President & CEO

cc: Jill Meyer

Board Chair, CincyTech

Cc: City Manager Duhaney, Vice Mayor Smitherman, President Pro Tem Dennard, Councilmembers Landsman, Mann, Murray, Pastor, Seelbach, Sittenfeld, and Young

Communication
Concilmentor Sittenfeld
Calendar
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## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status			
201900789	Communication	Held			
	COMMUNICATION, submitted by Councilmember Sittenfeld from Mike Venerable, President & CEO CincyTech, requesting the City to maintain its \$250,000 investment in CincyTech through the FY 2020 Operating Budget.				
	Introduced: 5/1/2019	Controlling Body: Budget and Finance Committee			
	<b>Meeting Date:</b> 5/1/2019				
	Drafter: sheila.andrews@cincinnati-	ph.gov			



201900811

April 29, 2019

#### FOR YOUR INFORMATION

To:

Mayor and Members of Council

From:

Patrick A. Duhaney, City Manage

Subject:

OTR Special Permit Parking Area - Flex Parking Spaces

#### Background

At its meeting on March 13, 2019, City Council authorized the conversion of up to 200 Special Permit Parking Area (SPPA) spaces within the Over-The-Rhine Special Permit Parking Area into flex parking spaces. Under Ordinance 84-2019, the flex parking spaces are to be available to the public by paying a meter or other per-space fee during the 9 a.m. to 5 p.m. period and to holders of SPPA residential permits only from 5 p.m. to 9 a.m.

#### **Evaluation and Selection Process**

The City's Department of Community & Economic Development (Parking Division) met with both members of the Over-the-Rhine Chamber of Commerce on March 26 and members of the Over-the-Rhine Community Council on April 4 to solicit additional feedback on each groups' desires for the location of the 200 spaces. In addition to discussions with both groups and consideration of other stakeholders who have previously expressed a parking availability concern, the Administration also considered factors like availability of existing on-street parking supply and business hours of operation in identifying the 200 spaces.

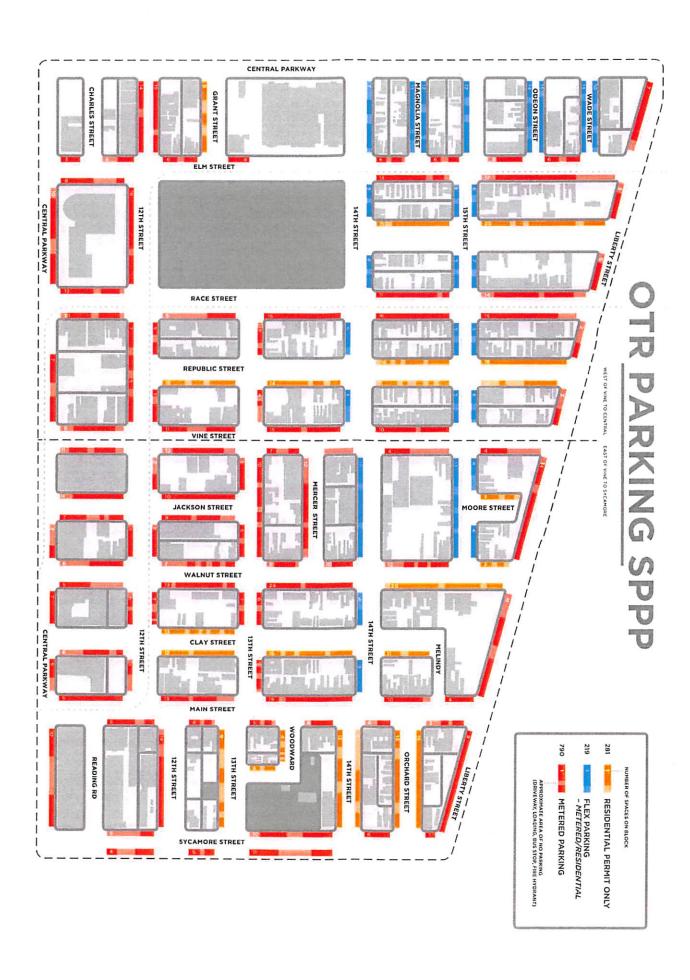
For an efficient and low-cost rollout of the flex parking spaces, these 200 spaces will be pay-by-cell only parking spaces during 9 a.m. to 5 p.m., which will be identified by signage affixed to the existing residential parking permit signage. The flex parking signage will indicate the hours of operation for the flex parking (9 a.m. to 5 p.m.). Due to the implementation of the flex parking spaces as pay-by-cell only parking spaces, the Administration can implement these changes within existing resources.

#### Implementation Timeline

Concurrent with this FYI Memo, the Department Transportation & Engineering will begin the process of ordering signage and coordinating the installation within the identified areas. Depending on the availability of Public Services crews to fabricate the signage and perform the installation, it is presently estimated the installation can be completed within approximately 45 days.

Attachment: OTR SPPA Map with Flex Spaces

cc: Philip M. Denning, Director, Community & Economic Development Joseph Vogel, Director, Transportation & Engineering Jerry Wilkerson, Director, Public Services





## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status	
201900811	Memo	Held	
	FYI MEMO, dated 04/29/2019, submitted by Councilmember Mann, from Patrick A. Duhaney, City Manager, regarding OTR Special Permit Parking Area - Flex Parking Spaces.		
	Introduced: 5/2/2019	Controlling Body: Budget and Finance Committee	
	Meeting Date: 5/2/2019	Sponsor(s): Mann	
	Department: David Mann		
	Drafter: sheila.andrews@cincinnati-ol	n.gov	



Over-the-Rhine Community Council P.O. Box 662 Cincinnati OH 45201

April 22, 2019

Daniel Fortinberry
Manager of Parking Division
Sent via email to daniel.fortinberry@cincinnati-oh.gov

201900812

Dear Dan,

Thank you for attending the Over-the-Rhine Community Council's Parking and Transportation Committee meeting on April 4, 2019. Your presentations are always informative about parking issues in our neighborhood.

This month you gave an update on the implementation of the residential permit parking program adopted last fall as well as an update on the changes that city council adopted regarding the creation of 200 flex spaces, to be taken from the 500 permit parking spaces; the parking meter enforcement hours for the flex spaces will be between 9:00 a.m. and 5:00 p.m. Those spaces will be reserved for permit parking from 5:00 p.m. to 9:00 a.m.

We understand that the area of the flex spaces will be in the Elm-Liberty-Sycamore-14<sup>th</sup> Street "wedge." To date you have identified about 100 of the new flex spaces and are working on the remainder. You will publish a new map with the flex spaces and share it with stakeholders when you are finished. You are attempting to move this project forward quickly while Public Services addresses mudslides on Columbia Parkway and the need to install meters and kiosks from the original program design. Data gathering is a low priority given these other priorities.

We do have these suggestions to make regarding the flex spaces:

- 1. Have flex spaces on Clay Street from 13th to 14th
- 2. Have one side of Magnolia as flex spaces.
- 3. All of 15th Street between Elm and Central Parkway can be flex spaces.
- 4. Republic from 14<sup>th</sup> to 15<sup>th</sup> should **not** be flex spaces

We hope that you are able to incorporate these suggestions in your design of the revised permit parking program. We look forward to your next update.

Cordially,

Maurice Wagoner

President

Over-the-Rhine Community Council

Manuell sgow



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status	
201900812	Communication	Held	
	COMMUNICATION, dated 04/22/2019, submitted by Councilmember Mann, from Maurice Wagoner, President Over-the-Rhine Community Council, regarding OTR Flex Parking Spaces and suggestions regarding the spaces.		
	Introduced: 5/2/2019	Controlling Body: Budget and Finance Committee	
	Meeting Date: 5/2/2019	Sponsor(s): Mann	
	Department: David Mann		
	Drafter: sheila.andrews@cincinnati-o	h.gov	



Date: May 2, 2019

To:

Councilmember David Mann

From:

Paula Boggs Muething, City Solicitor

Subject:

Resolution - Supporting a Comprehensive Housing Strategy

Transmitted herewith is a resolution captioned as follows:

**EXPRESSING** the strong support of the Mayor and City Council for the recently initiated effort to develop specific goals and strategies to address housing needs in our community by a dedicated group of community stakeholders including LISC Greater Cincinnati, The Greater Cincinnati Foundation, Cincinnati Metropolitan Housing Authority, Legal Aid, The Port, and Cohear; and ENCOURAGING the City Administration, particularly the Department of City Planning and the Department of Community and Economic Development in coordination with the City Manager's Office, to support and participate fully in this collaborative and comprehensive Housing Strategy.

PBM/RDH/(deb) Attachment 285638-2



#### RESOLUTION NO. - 2019

**EXPRESSING** the strong support of the Mayor and City Council for the recently initiated effort to develop specific goals and strategies to address housing needs in our community by a dedicated group of community stakeholders including LISC Greater Cincinnati, The Greater Cincinnati Foundation, Cincinnati Metropolitan Housing Authority, Legal Aid, The Port, and Cohear; and ENCOURAGING the City Administration, particularly the Department of City Planning and the Department of Community and Economic Development in coordination with the City Manager's Office, to support and participate fully in this collaborative and comprehensive Housing Strategy.

WHEREAS the City of Cincinnati recognizes housing as a human right; and

WHEREAS our City has a deficit of affordable and available homes and many of our neighbors struggle with homelessness and eviction; and

WHEREAS a steering committee that includes LISC Greater Cincinnati, The Greater Cincinnati Foundation, Cincinnati Metropolitan Housing Authority, Legal Aid, The Port, and Cohear are leading an effort to develop a comprehensive Housing Strategy for Cincinnati; and

WHEREAS, the Mayor and City Council are in full agreement with our community stakeholders that it is time to address these issues directly with collaborative and comprehensive action; now, therefore,

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

Section 1. That the Mayor and City Council express their strong support for the recently initiated effort to develop specific goals and strategies to address housing needs in our community by a dedicated group of community stakeholders including LISC Greater Cincinnati, The Greater Cincinnati Foundation, Cincinnati Metropolitan Housing Authority, Legal Aid, The Port, and Cohear.

Section 2. That the Mayor and City Council hereby encourage the City Administration, particularly the Department of City Planning and the Department of Community and Economic Development in coordination with the City Manager's Office, to support and participate fully in this collaborative Housing Strategy.

Section 3. That a copy of this resolution be spread upon the minutes of Council and that copies be forwarded to all of the members of the Board of County Commissioners of Hamilton County, Ms. Denise Driehaus, Ms. Stephanie Summerow Dumas, and Mr. Todd Portune, at the County Administration Building, 138 East Court Street, Room 603, Cincinnati, OH 45202.

Passed:		
		John Cranley, Mayor
Attest:		<u> </u>
	Clerk	



### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### **File Summary**

Title File Number **Current Status** 201900818 Resolution Held RESOLUTION, dated 05/02/2019, submitted by Councilmember Mann, from Paula Boggs Muething, City Solicitor, EXPRESSING the strong support of the Mayor and City Council for the recently initiated effort to develop specific goals and strategies to address housing needs in our community by a dedicated group of community stakeholders including LISC Greater Cincinnati, The Greater Cincinnati Foundation, Cincinnati Metropolitan Housing Authority, Legal Aid, The Port, and Cohear; and ENCOURAGING the City Administration, particularly the Department of City Planning and the Department of Community and Economic Development in coordination with the City Manager's Office, to support and participate fully in this collaborative and comprehensive Housing Strategy. Introduced: 5/2/2019 Controlling Body: Budget and Finance Committee Meeting Date: 5/3/2019 Sponsor(s): Mann

Drafter: sheila.andrews@cincinnati-oh.gov

**Department:** David Mann



May 13, 2019

To: Budget & Finance Committee

From: Patrick A. Duhaney, City Manager

Subject: Presentation on Safe Places Cincy: Implementation Update

Attached is the Health Department's presentation on Safe Places Cincy: Implementation Update.

#### Attachment

cc: Melba R. Moore, MS, CPHA, Health Commissioner



Safe Places Cincy: Implementation Update

May 13, 2019

## National State of the Crisis

- Not just heroin contributing to death. Synthetics responsible for death in Hamilton County increased 1000% percent in 5 years.
- Nearly half of opioid related overdose deaths in U.S. in 2016 were due to fentanyl (Journal of the American Medical Association (JAMA) research letter, 2018)

Source: www.cdc.gov/drugoverdose/opioid



## State and Local Data

•According to CDC, Ohio saw a 30.8% increase in overdose death rate from 2015-2016.

•570 deaths in Hamilton County for 2017 as reported by Coroner, Dr. Sammarco.

 Deaths only depict a partial story (e.g., non fatal OD, families/children affected by, first responders, resources needed for treatment).

# Public Health Response

- Minimize harm resulted through drug epidemic.
  - Narcan distribution, resources/education, syringe exchange.
- The Exchange Project (TEP)
  - Provides injectable drug users with clean syringes and "works" to decrease the risk of bloodborne infectious disease acquisition and transmission.
  - Partnership between HCPH and CHD.
  - Using City general funds, hired Chemical Dependency
    Counselor to work exchange and do outreach to educate
    high risk communities.

# Navigation of Treatment Services

- We know treatment is beneficial in addressing substance use disorder (SUD).
- We have a great deal of treatment options in our area
   but navigating those services can be daunting.
- We also know that about two thirds of overdose runs made by paramedics refuse to be transported to the emergency department – thereby refusing treatment.
- How can we capitalize on the moment when someone is ready?
- How can we serve as the link?



# Safe Places Cincy

A meeting hosted by Councilwoman Amy Murray and Dr. Odell Owens invited the Manchester, NH team Fire Chief to Cincinnati to discuss the ("Safe Stations") program.

Commissioner Moore viewed the program as a Public Health strategy, a way to connect individuals to treatment and establish a medical home.

Re-engineered Manchester Fire's project to be a public health pilot program.

# How it works

- Anyone struggling with an addiction can walk into one of seven City of Cincinnati Health Centers during business hours and we link them to treatment.
- We evaluate the person for medical clearance.
- Depending on their preference and a variety of other factors in the algorithm, a treatment provider is contacted.



## How it works

- For our pilot program, we are working with three treatment partners:
  - Talbert House
  - CAT House
  - BrightView.
- We schedule an assessment with the provider.
- Uber Health, paid for by a grant from Interact from Health, will be used to help with transportation from health centers to treatment facilities.



# How it works

- We wanted to build in the padding around this effort
  - We have a CDCA on board to address temporary housing issues or keeping folks engaged if their appointment isn't until the next day.
  - We have goodie bags donated from the Hamilton County Heroin Coalition and Hamilton County Public Health.
  - We conducted an in-depth training for health center staff on addiction.
  - Provided Narcan training to all health center staff.



# Kick Off – March18, 2019





# Status Update

- N=11 have walked in seeking help.
- n=9 have been referred to Alcohol or Drug (AOD)
   Treatment.
- n=2 needed services other than AOD and were referred elsewhere (1 psychiatric need; 1 needed shelter).
- n=7 that utilized Uber Health to get to the treatment.
- n=1 not medically cleared went to ED.
- Total of 11 patients that our CHD health centers helped connect to resources!



# Part of the Solution

- We are helping by being available when the individual decides they need treatment.
- We have to seize the moment this happens fragile state of being.
- Cultural shift in our primary care sites we address addiction just like any other chronic disease.







# Thank You





May 13, 2019

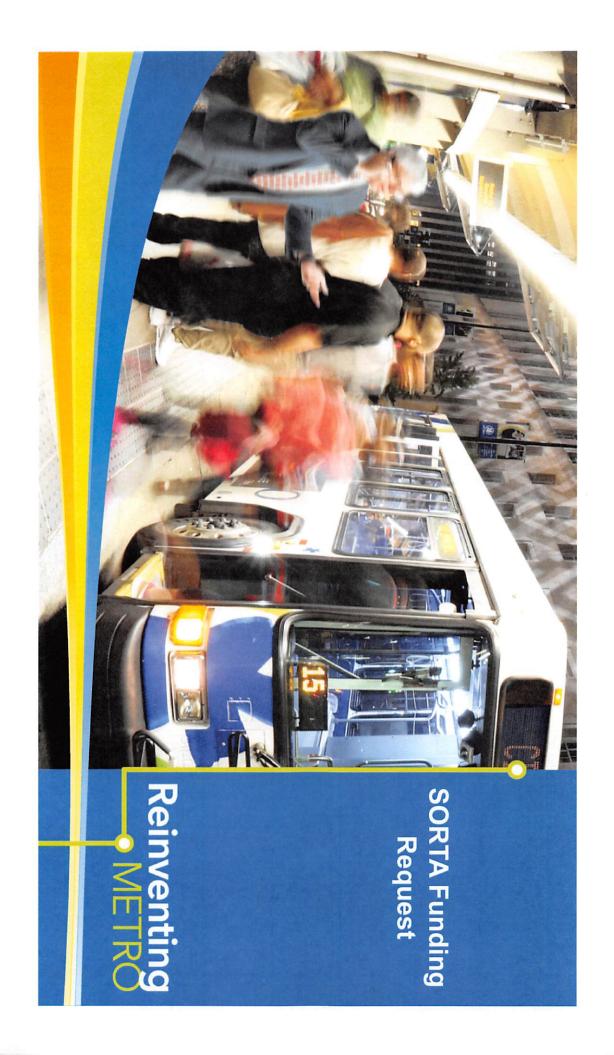
To: Budget and Finance Committee

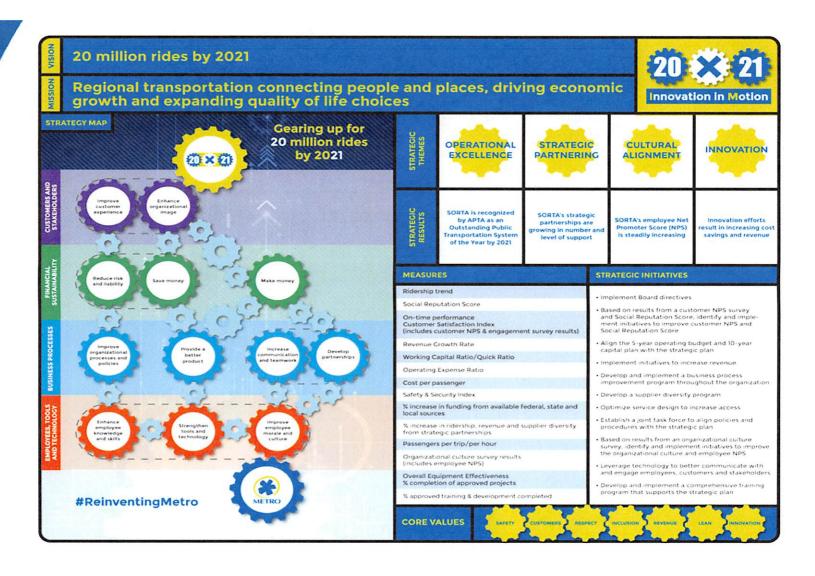
From: Patrick A. Duhaney, City Manager

Subject: Presentation – SORTA Funding Request

Attached is the SORTA Funding Request presentation for the Budget and Finance Committee meeting on May 13, 2019.

cc: Christopher A. Bigham, Assistant City Manager





# **2019 Process Improvements**

- Leadership Development Four areas of focus in support of Strategic Plan: New Operator Retention, Organization Culture, Customer Experience and New Employee Onboarding
- Bus Stop Optimization Begins in 2019 with final, full year expected savings of \$60K per year
- EMS (medical) 578% ROI (\$543K claims avoided)
- Vinyl Plotter In-source bus wrap maintenance; capital investment of \$30K to save \$50K per year
- New buses New buses in 2018 are projected to save ≈\$500K in parts expense & improved fuel efficiency
  - Smaller 30ft buses on lower ridership routes ≈\$200K capital savings per bus
- LED Lighting at Queensgate and Bond Hill \$225K 10 year NPV; annual savings ≈\$31K





# **Customer Experience**



- New customer app to be released late Q3 of 2019
  - · Focus on regional connectivity
- 50 new bus benches installed late Q1 of 2019 (cost ≈\$75K)
- New bus shelter contract awarded Jan 2019
  - Maximize number of new shelters using advertising revenue budget neutral
- 27 new buses in 2018 and 43 buses in 2019 (all Wi-Fi capable)
  - 2019 buses include 6 smaller 30ft buses
- 11 new para-transit vehicles planned in 2019 (all Wi-Fi capable)



# 2019 Revised Budget & 2020 Projection

			2019			2020	
(000)	2018 Preliminary Actual*	2019 Approved Budget	2019 Updates	<b>2019</b> Revised Budget	2020 Original Projection	2020 Updates	2020 Revised Projection
Recovery Ratio Ridership (Total Fixed Less Access)	19.3% 13,751	17.9% 13,150		17.9% 13,150	16.7% 13,003		16.8% 13,003
Revenue							
Metro Fare Revenue	\$17,919	\$16,614	\$0	\$16,614	\$15,951	\$0	\$15,951
Access Fare Revenue	953	976	0	976	976	0_	976
Total Fares	18,873	17,590	0	17,590	16,927	0	16,927
CPS Contract Revenue	8,213	8,205	0	8,205	8,370	0	8,370
Non-Transportation Revenue	1,928	2,069	0	2,069	2,175	0	2,175
Transit Fund Operating	56,386	53,019	0	53,019	53,730	0	53,730
Subsidy Revenue	15,903	15,176	133_	15,309	15,336	135	15,471
Total Revenue	101,304	96,059	133	96,192	96,538	135	96,673
Expenses							
Employee Wages	46,317	46,373	698	47,071	46,373	1,287	47,660
Employee Benefits	23,537	25,875	(455)	25,420	26,819	(337)	26,482
Purchased Transportation	6,830	7,136	0	7,136	7,350	0	7,350
Fuel & Lubricants	5,732	5,619	0	5,619	5,907	0	5,907
Parts & Supplies	6,243	5,882	0	5,882	5,954	0	5,954
Other	10,972	8,977	0	8,977	10,325	(1,237)	9,088
Total Expenses	99,630	99,862	243	100,104	102,728	(287)	102,441
Prior Year Reserves	295	2,803	0	2,803	0	0	0
Prior Year Surplus	0	1,000	110	1,110	0	0	0
Operating Income(Deficit)	\$1,968	\$0	\$0	\$0	(\$6,190)	\$422	(\$5,768)

<sup>\* 2018</sup> Preliminary Actual - Unaudited

# **Administrative Restructuring**

- As a result of a comprehensive review, 9 positions were either eliminated or replaced with lower cost, lower lever positions
  - Savings, including benefits, of nearly \$1M annually, offset by approximately
     \$0.1M for adjustments related to expanded responsibilities for certain positions
- Critical investment in IT (1) and Operator Training (3) were approved
  - Cost, including benefits, of approximately \$0.5M
- Increased training throughput and reduction in O/T should yield substantial savings in 2020 budget
- Expanded IT capacity will support 2019 goal of upgrade/replacement of current transit operating system (Trapeze)

Annual savings of \$0.4, reducing headcount while increasing key capabilities



# 2019 Budget & 2020 Projection Bridge

(M)	2019 Revised Budget	2020 Revised Projection
Operating Deficit - Before Updates	\$0.0	(\$6.2)
Wage & Wage Related Benefits		
CBA Wage Increase Administative Headcount Changes Union Wage Progression	(1.1) 0.4 (0.2)	(1.7) 0.4 (0.2)
Total Wage & Related Benefits Increase	(0.9)	(1.5)
Decrease in Medical Cost	0.6	0.6
Increase Federal Subsidy Revenue	0.1	0.1
Decrease Other Expense	0.0	1.2
Change in Projection	(0.2)	0.4
Prior Year Surplus	0.1	0.0
Operating Deficit - After Updates	\$0.0	(\$5.8)

Prior Year Surplus Remaining

\$0.9

# **SORTA Reserves and Requirements**

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Less Prior Year Surplus Needed to Balance 2019 Budget	2018 Surplus (Unaudited)	Contingency Reserve Current	Less Board Approved Reserve to Balance 2019 Budget	Contingency Reserve, Ending 2018	
(1.1)	2.0	\$3.8	(2.8)	\$6.6	

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# 2019 & 2020 Recommendation

- SORTA is required by statute to submit a balanced budget
  - Assumes no change in current funding mechanism
- Recommend 2018 Surplus be authorized, as required not to exceed \$1.1M, to balance 2019 Budget
- The following are available to address preliminary, projected 2020 deficit of \$5.8M, <u>subject to further updates during final budget process</u>:

Contingency Reserve	\$3.8M
2018 Surplus	\$0.9M
New Ohio Assistance	TBD





May 15, 2019

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Installing Diaper Changing Tables in Women's and Men's Restrooms in Every

Cincinnati Recreation Commission Recreation Center and in Cincinnati Parks

### REFERENCE DOCUMENT # 201800509

On March 21, 2019, the Budget and Finance Committee referred the following item for report:

MOTION, submitted by Councilmember Mann, WE MOVE that the Administration provide a funding estimate for installing diaper changing tables in women's and men's restrooms in every Cincinnati Recreation Commission Recreation Center. WE FURTHER MOVE that the Administration provide a funding estimate for designating a space, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public which may be used by an employee or by a member of the public to express breast milk in every Cincinnati Recreation Commission Recreation Center; WE FURTHER MOVE in partnership with the Cincinnati Parks Department, that the Administration also provide a funding estimate of installing diaper changing tables in the men's and women's restrooms in Cincinnati parks; WE FURTHER MOVE in partnership with the Cincinnati Parks Department, that the Administration provide a funding estimate for designating spaces, other than a bathroom, in every Cincinnati park that is shielded from view and free from intrusion from coworkers or the public, which may be used by an employee or member of the public to express breast milk; WE FURTHER MOVE, in partnership with the Cincinnati Parks Department, that the Administration report on the parks with the highest traffic that would most benefit from installation of changing tables and breast-feeding stations with the aim of implementing these installations in a phased approach.

The following report details current efforts made by Cincinnati Recreation Commission (CRC) and the Cincinnati Park Board (Parks) to install changing tables at recreation and park facilities and provides an estimate of costs for expansion consideration.

### **CURRENT CRC INSTALLATIONS**

Currently, CRC has a total of 24 diaper changing tables installed in various centers. Clifton, Lincoln, Hirsch, Madisonville, McKie, Mt. Washington, Pleasant Ridge, Westwood and LeBlond Recreation Centers each have changing tables in every restroom. Hartwell and Millvale Recreation Centers have diaper changing tables in the women's restrooms and Price Hill Recreation Center has a changing table in the family restroom.

### **COST ESTIMATE FOR ADDITIONAL INSTALLATION**

Bond Hill, Bush, College Hill, Corryville, Dunham, Evanston, North Avondale, Oakley, Over the Rhine, Price Hill, Sayler Park and Winton Hills Centers each have women's restrooms without a diaper changing table, totaling a need for 12 additional tables.

Bond Hill, Bush, College Hill, Corryville, Dunham, Evanston, Hartwell, Millvale, North Avondale, Oakley, Over the Rhine, Price Hill, Sayler Park and Winton Hills Centers each have men's restrooms without a diaper changing table, totaling a need for 14 additional tables. This is a total number of 26 restrooms without changing tables.

Basic diaper changing table installation cost an estimated \$500 per table. This estimate is based on City staff installing tables and assumes existing walls are stable and do not require modification. This cost would increase if a contractor is used and/or the existing wall requires work.

Total number of tables to be installed 26
Estimated cost of installation, per table \$500
Estimated total cost of installation \$13,000

### **CURRENT PARKS INSTALLATIONS AND COST ESTIMATE FOR ADDITIONAL INSTALLATION**

Parks currently has 130 toilet rooms in various park facilities, 27 of which currently have changing stations and 103 toilet rooms which do not. It is important to note that due to space limitations, some existing toilet rooms may not be able to accommodate changing tables.

Total number of tables to be installed 103
Estimated cost of installation, per table \$500
Estimated total cost of installation \$51,500

Parks proposes a phased approach to address additional installation. The first phase option, based on park attendance, topography/physical environment and geographical balance would include the following costs:

Total number of tables to be installed 30
Estimated cost of installation, per table \$500
Estimated total cost of installation \$15,000

### DESIGNATED AREAS TO EXPRESS BREAST MILK

Designating spaces other than bathrooms in every park that are shielded from view and free from intrusion for employees or members of the public to express breast milk will be challenging to implement within most parks. Creating such spaces may be possible in a limited number of park facilities such as rental pavilions, Krohn Conservatory and at select facilities along the riverfront. These unbudgeted improvements would have to be studied at cost to determine feasibility. The cost of a feasibility study can vary greatly depending on the depth and breadth of the study. A high quality, in-depth study can cost as much as \$100,000.

Over 100 parks and preserves do not have buildings or structures, and in some cases it would be physically infeasible to construct buildings in these areas. Constructing a new building at properties with a single restroom facility, that contain only toilets stalls and sinks, would be impractical given the facilities' size and configuration, and topography of most neighborhood parks.

### **CLOSING**

CRC and Parks have identified locations for additional table installations and are committed to phasing in diaper changing stations as resources permit. However, with each department facing a multi-million-dollar backlog of capital projects, supplementary resources are needed to install more changing tables and for a feasibility study to determine what facilities can be reconfigured for nursing.



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201900859	Report	Held
		ted by Patrick A. Duhaney, City Manager, ng Tables in Every Recreation Center and 1800509)
	Introduced: 5/15/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 5/15/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov



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Melissa Autry, CMC Clerk of Council

201901036

Office of the Clerk

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

June 10, 2019

### MOTION

WE MOVE that the City Administration prepare and provide an ordinance authorizing and allocating funds to repair the Main Street sidewalks between Reading Road and Michael Bany Way, and add bump outs where feasible and appropriate along the same section of road, utilizing the Downtown/OTR East TIF as a source of funding.

Councilmember P.G. Sittenfeld	Councilmember Chris Seelbach

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Clack-Chris Ditor



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title Cu	
201901036	Motion	Held
	the City Administration prepare and funds to repair the Main Street side	mbers Sittenfeld and Seelbach, WE MOVE that drown provide an ordinance authorizing and allocating ewalks between Reading Road and Michael Bany asible and appropriate along the same section of East TIF as a source of funding.
	Introduced: 6/12/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 6/12/2019	Sponsor(s): Seelbach
	Department: Chris Seelbach	
	Drafter: sheila.andrews@cincinnati-oh	ı.gov



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greglandsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

201901169

Greg Landsman

June 21, 2019

### **MOTION**

To ensure that taxpayer dollars are spent on results with our external partners, and with great accountability, sustainability, and impact, WE MOVE that:

The Administration provide the necessary resources to implement the new Performance-Based Contract ordinance, which requires that all agencies and programs that receive City funding for operating purposes sign results-based, or performance-based contracts with the City. This should include funding that flows through the United Way, our primary partner in delivering human services.

Each agency or program that receives funding least two times each year in the Council comm	for operating purposes present on their progress at
least two times each year in the Council comm	ntiee with jurisdiction.
Council member Greg Landsman	



File Number

Title

# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

**Current Status** 

### **File Summary**

201901169 Motion Held

MOTION, submitted by Councilmember Landsman, To ensure that taxpayer dollars

MOTION, submitted by Councilmember Landsman, To ensure that taxpayer dollars are spent on results with our external partners, and with great accountability, sustainability and impact, WE MOVE that: The Administration provide the necessary resources to implement the new Performance-Based Contract ordinance, which requires that all agencies and programs that receive City funding for operating purposes sign results-based or performance-based contracts with the City. This should including funding that flows through the United Way, our primary partner in delivering human services. Each agency or program that receives funding for operating purposes present on their progress at least two times each year in the Council committee with jurisdiction.

Introduced: 6/26/2019 Controlling Body: Budget and Finance Committee

Meeting Date: 6/26/2019 Sponsor(s): Landsman

**Department:** Greg Landsman

Drafter: sheila.andrews@cincinnati-oh.gov

June 11, 2019

201901171

Sandra Jones Mitchell
Serving Older Adults through Changing Times (So ACT)
ADD Reading Road, Suite xxx
Cincinnati, Ohio 45229

Dear Cincinnati City Council Members.

I have been an advocate for the senior citizens throughout the city of Cincinnati for several decades now. I recognized that the Community Council has put the "Senior Czar" back into the city budget.

If you are going to continue to spend public money on this position, it needs more responsibility, structure and accountability so that it can really help seniors in our community better navigate aging in place.

We need many more services than this position has delivered on such as implementing safety zones for seniors, availability by phone to help seniors with daily challenges and serving older adults through changing times by creating a city-wide senior coalition to facilitate better coalition of care.

Because our seniors aren't able to be as involved in the community, taking our seniors housing knowing that many are struggling finically is not showing them respect, and leaving those that are disabled but aren't classified as 'elderly' to fend for themselves is unacceptable as well.

What does it mean to you all that the city has been selected as an aging friendly community?

There are many things that need to be fixed. The city needs to step up to the plate for those who can no longer take care of themselves because many families aren't or can't. If you are going to keep this position, you need someone in the role who cares deeply about the conditions that our seniors face and the capacity to put in place effective strategies that will help and honor them in the way they deserve.

Sincerely,

Sandra Jones Mitchell

LDM

- 2019

An Ordinance No.

**AMENDING** certain provisions of Ordinance No. 294-2018 that established the Special Parking Permit Area ("SPPA") in Over-the-Rhine, to authorize the City Administration to sell visitor permits to residents of the SPPA.

WHEREAS, Council wishes to authorize all residents of the Over-the-Rhine Special Parking Permit Area to be able to purchase visitor permits valid for one calendar day, at a rate of \$3 per permit, with a limit of 100 visitor permits per residential address per year; now, therefore,

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

Section 1. That Section 3 of Ordinance No. 294-2018, as modified by Ordinance No. 380-2018 and Ordinance No. 84-2019, by which a Special Parking Permit Area ("SPPA") in Over-the-Rhine was established and modified, is hereby further amended as follows:

Section 3. That, notwithstanding CMC 514-7, "Permit Types, Qualifications and Fees," no visitors permits or temporary permits shall be issued made available for sale for the Over-the-Rhine SPPA- with the following parameters:

- Only residents of the SPPA may purchase visitor permits, and eligibility to purchase visitor permits shall be based on a resident's provision of proof of residency within the boundaries of the SPPA;
- (2) Each visitor permit shall be valid for no more than 24 hours;
- (3) Visitor permits shall be sold at a rate of \$3 per permit;
- (3) A maximum of 100 guest permits may be sold per residential address per calendar year (with a maximum of 50 guest permits available for the remainder of calendar year 2019).

Section 2. That all other provisions of Ordinance No. 294-2018, as modified by Ordinance No. 380-2018 and Ordinance No. 84-2019, 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.

assed:	, 2	019
<b></b>		John Cranley, Mayor
ttest:Cle	rk	



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201901172	Ordinance	Held
	City Solicitor on 6/24/2019, AMENI 294-2018 that established the Spec	ilmember Seelbach from Paula Boggs Muething, DING certain provisions of Ordinance No. cial Parking Permit Area ("SPPA") in ty Administration to sell visitor permits to
	Introduced: 6/26/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 6/26/2019	Sponsor(s): Seelbach
	Department: Chris Seelbach	
	Drafter: sheila.andrews@cincinnati-oh	.gov



Aug. 7, 2019

To: Mayor and Members of City Council

From: Patrick Duhaney, City Manager

Subject: REPORT - POTENTIAL SOURCES OF CAPITAL FUNDING FOR

**ARTSVILLE IN MADISONVILLE (MOTION 2019-213)** 

Cincinnati City Council at its session on February 6, 2019 submitted the following item for report:

MOTION, submitted by Councilmember Mann, WE MOVE that the City Administration provide a report with recommendations for potential sources of funding for addressing capital costs outlined by Kathy Garrison of Artsville in Madisonville. The capital costs are listed below in priority order:

- 1. Repair first floor HVAC unit; estimated cost: \$4,400
- 2. Replace rooftop HVAC unit; estimated cost: \$12,000-\$14,000
- 3. Replace sound system; estimated cost: \$9,000

### **BACKGROUND**

In 2005, the City executed a lease agreement with the Community Arts Institute, Inc. (CAI, for the renovation of the former Madisonville Senior Center into the Madisonville Art and Cultural Center. The City provided several capital grants totaling \$150,000 towards the renovation of the building. In 2011, the City and CAI decided to mutually terminate the lease agreement to the space as CAI had determined that it was not economically feasible for them to continue to operate the building.

In 2011 the Department of Community and Economic Development (CED) began soliciting proposals for a new use of the property. CED worked in partnership with Madisonville Community Council (MCC) to determine uses that would be well received by the community, and a continuation of a community arts space was recommended. CED received a proposal from Artsville Corporation, a non-profit 501(c3) organization dedicated to promoting appreciation of the visual, healing, literary and performing arts. MCC supported the proposal from Artsville and a lease was executed in June 2016 that included an initial term of one year with an optional nine, one-year extensions. The annual extension is approved by the City if Artsville satisfies the Operation Conditions, which include:

- A) Continually operating a community arts center at the property. Artsville must submit an Operational Report annually that outlines the events hosted in the preceding year as well as the events planned for the following year and the events must be advertised.
- B) Maintaining an annual budget outlining all revenues and expenses and include the preceding year's budget as well as the following year's budget in the Operational report.

- C) Establishing a maintenance and inspection schedule for the roof, elevator, and HVAC systems.
- D) Maintaining operating funds of at least \$20,000 in a bank account controlled by Artsville.

Base rent is set at \$1 per year and the lease is a triple net lease, meaning that the tenant is responsible for all utility costs, real estate taxes and assessments, and all other expenses associated with the property, including maintenance and repairs. At the end of the current renewal terms of the lease the building will revert to City control if the lease is not further extended.

Artsville has performed under the lease, successfully programming the space with community arts events, maintaining the property in a state of good repair, and submitting annual Operational Reports. The lease was recently renewed for a third time through June 2020.

### **CAPITAL RESOURCES**

Due to the City's limited resources to maintain excess City property, DCED has been working continuously to sell or lease City owned property to put the property back into productive use and reduce the operating and capital expenses required by the City on excess property. A common condition for lease agreements executed and overseen by DCED is that the lessee is responsible for all maintenance and capital repairs on the property as a condition of the lease. While some leased property comes with deferred maintenance on the core building systems, as was the case for the Artsville building, this deferred maintenance is part of the rationale for a less than fair market lease payment by the lessee and it is the expectation that the lessee would repair and replace these systems as needed during the term of the lease. As a general practice, DCED does not fund capital repairs with its limited property maintenance resources that are the obligation of a lessee under a lease agreement.

DCED is working to stabilize a vacant building that is part of the Department's property holding portfolio that requires a significant amount of funding to bring into vacant building maintenance standards. Following the award of this contract, DCED expects to have a more firm understanding of its remaining property maintenance resources for FY20. Provided that Artsville Corporation remains in good standing on all other terms included in their lease, and continues to offer the community art services and space that is valued by Madisonville residents, DCED will discuss a lease amendment or other appropriate vehicle with Artsville that ensures these deferred capital expenses can be completed.

### **RECOMMENDATION**

DCED will report back on the status of this property following further evaluation of its property holding resources for FY20 and additional discussions with Artsville.

CC: Philip M. Denning, Director, Department of Community & Economic Development



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201901325	Report	Held
		ed by Patrick A. Duhaney, City Manager, al funding for Artsville in Madisonville. (SEE
	Introduced: 8/7/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 8/7/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov



September 13, 2019

### **FOR YOUR INFORMATION**

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

**Subject:** Hilltop Property Swap and Banks Transactions

The following memorandum summarizes the issues the City and other interested parties must address in order to carry through a proposed property swap between the City and Hilltop Basic Resources, Inc. ("Hilltop"). The proposed property swap is to swap the City-owned parcel on the eastern bank of the Mill Creek south of W. Mehring Way (the "East Mill Creek Parcel") with the property currently owned by River Container Concepts, LLC located at 1801 W. Sixth Street (the "West Mill Creek Parcel").

This summary reflects the analysis the Administration would ordinarily undertake when considering the acquisition and/or disposition of property for City of Cincinnati economic development purposes. As such, this document includes information that is needed for that analysis, actions that will need to be taken by the City or other parties, and possible implications, costs, and/or risks to the City of various decisions.

For ease of explanation, the summary is presented through the following categories: (1) the necessary due diligence and open financial questions regarding the proposed Hilltop-City property swap and relocation, (2) the open questions and necessary actions related to the Music Venue, Smale Park extension, and Bengals-County MOU related parking requirements that the Hilltop relocation will facilitate, and (3) the open financial questions regarding the future Price Landing Park.

It is important to note at the outset that most if not all of this analysis has not yet taken place because this proposal is being advanced through City Council legislation rather than through the Administration.

### I. Proposed Hilltop-City Property Swap and Hilltop Relocation

In the ordinary course of examining a potential property swap transaction, the Administration would conduct diligence on the property to be conveyed to the City, the property to be conveyed from the City and the project such conveyance will facilitate. Included in this diligence at its core is an assessment of whether the proposed relocation project is both feasible and – from the perspective of the City as a whole and the immediately surrounding neighborhood – desirable. Additionally, and unique to this transaction, (i) the City and its tenant CBT would need to amend their existing lease to allow the transaction, and (ii) the relocation of Hilltop from its current location will leave open the important question of whether and where the asphalt plant on that property will be relocated. Finally, and critically, the Administration will then also assess any financial implications to the City of the entirety of the transaction.

### A. Necessary property due diligence

Ordinarily, the Administration requires the following due diligence before negotiating a property swap transaction like this and bringing such transaction to Council for approval: appraisals of the two properties, a coordinated report for the City property, description of any proposed improvements to the property and the budget for those projects, the results of Hilltop's Phase I (and Phase II if available) environmental report on the West Mill Creek Parcel, information regarding the corporation acquiring the City property (capacity to execute the project, any previous defaults with the City, etc.), a site plan, and confirmation of necessary

access easements to the West Mill Creek Parcel that will be transferred to the City in the event of the swap. These are all items the Administration typically requires when evaluating potential development transactions in the course of negotiating terms.

After signing an agreement, which can only be done with Council approval, the parties would continue collecting the diligence items that both confirm the condition of the property the City is to acquire and to convey and the ability of Hilltop to complete the relocation. This diligence will include items like: title reports, geotechnical reports, traffic studies, feasibility studies, possible environmental reviews, and any other studies related to the properties, any other encumbrances, proof that the purchaser has sufficient financial resources to complete the improvements contemplated in the agreement, conceptual drawings for any improvements built pursuant to the agreement, and then any necessary permits and zoning approvals. The agreement for this transaction will contemplate a diligence period in which the parties can review such diligence and the ability for either party to terminate the transaction in the event that such party determines the transaction is no longer desirable or feasible. This contingency is standard in all City property sale contracts. Further, the City's standard practice is to hold any property closing or formal property transfer until all necessary due diligence items have been satisfactorily completed, submitted to the Administration, and deemed compliant with the terms of the agreement.

Perhaps the biggest – but not only – unknown with this proposed transaction is the environmental condition of the West Mill Creek Parcel, given its current use as a barge offloading facility. Without this information, it is unclear what the cost of remediation will be for this parcel to be used as a public park and which party, if anyone other than the City, will pay the cost of that remediation.

### B. Feasibility and desirability of the proposed relocation

In addition to the above diligence items, and with specific respect to this project, the City will need to gather the information necessary to determine that Hilltop can complete the relocation as proposed. This information will include: (i) review of the plans and proposed financing of the project, (ii) identifying the type and timing of zoning and other regulatory approvals that will be required to operate pursuant to the proposed development plan/end use (such as State, Federal – US EPA, OEPA, and Corps of Engineers), and (ii) identifying the type and timing of the permits and any easements necessary for Hilltop to relocate as described.

The City will also need to gather and assess as much information as possible on the impacts of the relocation on the immediate neighborhood. This will include transportation/traffic studies that illustrate any impacts on the area, including the amount and location of heavy truck traffic and any impacts on or adjustments for emergency vehicles or evacuation routes.

### (1) Lower Price Hill community group requests

In this instance, the Administration and Council are both aware of several specific requests from a collection of community groups operating in Lower Price Hill that seem contingent for their support. These requests, which in the ordinary course the Administration would assess and, when appropriate, include in a development agreement, include

- Rezoning the West Mill Creek Parcel to RF-R
- City consideration, with planning, of access into Price Landing Park, connection to Ohio River Trail West, and access to Mill Creek Blueway.
- Zoning study results for all parcels in IDC and practical access route to Price Landing Park
- Relocation of Noramco in a timely manner
- Confirmation of relocation of the asphalt plant
- Hilltop operations impacts studied and detailed
- Drawings showing piles of materials and materials handling equipment as seen from 6<sup>th</sup> Street highway and Lower Price Hill.

The many specific questions related to Price Landing Park are discussed in detail in Section III of this memo.

### C. Necessary agreement between City and CBT/POC

The City and Port of Cincinnati, LLC ("POC" which is an affiliate of Cincinnati Bulk Terminals, LLC ("CBT")) are parties to an *Agreement of Lease* executed as of March 28, 2007 (the "POC Lease"), which lease includes the property proposed to be transferred to Hilltop. This lease grants certain rights to POC/CBT. CBT's, through POC, consent is therefore necessary to any amendment to that lease to remove the East Mill Creek Parcel. The City and CBT have previously made several joint proposals to Hilltop that have not been accepted. To move forward with the proposed transaction, the City and Hilltop would need to re-engage CBT in negotiation.

Additionally, and procedurally, Section 17 of the POC Lease grants CBT/POC a right of first refusal. Under that Section, if the City receives a bona fide offer to purchase all or a portion of the property that the City intends to accept, the City is required to give notice to POC of the purchase price and the proposed terms of such sale. POC has 15 days from receipt of that notice to determine if it wants to accept the offer. If POC refuses that offer, the City has 6 months to sell the portion of the property contained in the notice to the identified purchaser. As of the date of this memo, the City has not given notice in accordance with this Section and needs to do so if it intends on accepting Hilltop's offer.

The necessity of amending the POC Lease leaves open the question of whether CBT/POC would consider, under any terms, releasing their rights under the POC Lease and, if so, what compensation CBT/POC will require to agree to do so and which party, if anyone other than the City, will pay that compensation.

### D. Potential Closure of Valley Asphalt

Asphalt is a major resource utilized by a variety of City of Cincinnati departments for their respective projects, especially road paving and maintenance. The City lacks the necessary facilities to manufacture asphalt. As such, it relies on vendors to provide asphalt on an as-needed basis. The Asphalt Plant #19 on Mehring Way, owned by Valley Asphalt, provides a substantial amount of the asphalt used on City contracts; roughly 25,000 tons every year. Presently this is the only asphalt plant within city limits and the riverfront location provides easy and reliable access to City of Cincinnati departments. It is also the only local asphalt plant open during the winter months.

It is not yet clear what impact the proposed plan for the redevelopment and relocation of Hilltop would have on this facility. The relocation or elimination of the Mehring Way site would have considerable financial, operational and efficiency impacts on various City of Cincinnati departments and projects. There is likely capacity to cover the City's asphalt needs using plants located outside the city limits. However, the distance of these plants outside of the city would add time and cost to each project. Estimates show this would lead to an increase in trucking costs from \$3 a ton to \$5 or \$6 a ton. If the City's asphalt needs remain the same, the net increase in \$3 per ton is estimated to cost the City an additional \$75,000 a year. The increased travel time and additional heavy loads will also increase fuel consumption of the City trucks and add additional wear and tear on the vehicles.

In addition to direct costs, there will also be indirect and nonfinancial costs incurred by the City if crews must travel farther distances for asphalt. While it is very difficult to estimate the direct financial impact related to wait time, it stands to reason that construction projects will be delayed at certain times until the necessary materials are received at the site. This will negatively affect productivity and efficiency and may add time onto scheduled work timelines for City crews and contractors.

Additionally, because of the increased time to deliver materials to the site, the amount of trucks and staff to man the trucks needed daily for each project will increase. For example, if a project needed five trucks to haul from the Mehring Way plant, it may now need 10 trucks to haul from a plant located 15 miles outside of the city. Even today there are capacity issues with the amount of trucks available on a daily basis. If trucks are

not available to haul material to the site when needed, then the production of the crews is greatly decreased and thus cost would increase.

Given this reality, the Administration will request under all circumstances that any agreement related to relocation and redevelopment of Hilltop require the Valley Asphalt plant to remain open until a suitable replacement is rebuilt or that the City is made whole financially by some other means for the direct and indirect costs to be incurred by shuttering the Valley Asphalt plant. Both the possible location and the lead time (including permitting) necessary for a new asphalt plant are unknown at this time.

### E. Additional possible financial impacts

Separate from the to-be-determined costs associated with remediating the West Mill Creek Parcel, terminating CBT/POC's leasehold rights under the POC Lease, and the uncertainty regarding the future of Valley Asphalt, the City faces possible financial impacts from the loss of that POC lease revenue, the relocation of Noramco from the property Hilltop would be relocating to, and any possible incentive requests from Hilltop.

The annual lease payment for the remaining five years (including renewals) of the POC Lease is \$95,330 and the City can adjust this amount upon renewal by appraisal. These lease revenues are split between the City's Law Department Fund 209 and Community & Economic Development's Fund 317 related to oversight of leases and property holding expenses. The rent under the POC Lease attributable to the East Mill Creek Parcel is approximately \$36,000-\$41,000. Reductions in this revenue source may require appropriation of General Fund resources to continue paying expenses currently funded by this revenue stream.

Noramco currently operates a barge loading and offloading facility on the property Hilltop will acquire to facilitate its relocation (namely, the West Mill Creek Parcel and the Sixth Street Yards). The Administration's understanding is that Noramco will be forced to vacate that property for the Hilltop relocation to take place. Noramco reports that continued barge access is an absolutely critical element of their operation; without access to a barge terminal, the company would no longer be able to provide bulk materials and steel handling in volumes and prices demanded of their current customers. Losing access, even temporarily, would severely disrupt this company's normal operations which impacts its ability to fulfill current and future customer orders for an unidentified period of time. The potential financial implications (hardship) to Noramco requires further examination.

The Administration seeks additional examination of potential losses to be borne by the City in the event Noramco simply shuts down its operations. Initial information suggests the City is at risk of losing dozens of relocated Noramco employees, any related earnings taxes, and possibly real estate taxes associated with Noramco-owned properties associated with their broader supply chain operations.

Discussions recently commenced between the Administration and Noramco to evaluate possibilities that retain Noramco's business in the City. Noramco has identified two riverfront sites that could accommodate their barge terminal needs, yet both present unique and significant challenges for possible relocation. The first is a land site Noramco owns in Sayler Park, but which there has previously been significant community concern regarding the creation of a barge facility. There are also unquantified costs and timeframes associated with preparing this site for such operation. The second site is privately-owned land elsewhere on the river, but among other industrial uses, and for which Noramco will have to buy or lease the land. There is also a risk that Noramco would leave the city altogether. The cost of relocating Noramco to either location is unknown, as is whether Noramco would ask the City, or any other party, to help pay that cost.

Finally, the Administration does not know whether Hilltop itself will seek any City incentives to support its relocation.

The additional potential financial impacts of the County-Bengals MOU, the expansion of Smale Riverfront Park, and the Price Landing Park are addressed in sections II and III below.

# II. <u>The Music Venue, Smale Park extension, and Bengals-County MOU-related parking</u> requirements that the Hilltop relocation will allow

The proposed property swap and Hilltop relocation project are being advanced by the County for the purposes of facilitating the construction of a music venue by CSO/MEMI on Lot 27 of The Banks. In addition, the City and County have been in discussion for an extended period of time (see Council approval of Banks Phase IIIB Term Sheet) regarding the construction of parking garage and road infrastructure on Lots 23, 27, and 28, which will also allow an intermediate version of the next phase of the Smale Riverfront Park to be built on Lot 23. In order to obtain the consent of the Bengals to construct the music venue on Lot 27, the County has made various commitments to the Bengals as reflected in a series of MOUs (collectively referred to as the "County-Bengals MOU"). These County commitments, as well as the overall Banks Phase IIIB as currently planned, have a variety of implications for the City that must be considered.

### A. Music Venue

City staff has been working with MEMI and the County on finalizing a term sheet with respect to the music venue and related base park at The Banks. Among the important areas of continued negotiation are whether the music venue will pay the Common Area Maintenance (CAM) fees that other private owners on The Banks pay to support the maintenance of Smale Riverfront Park and offset the City's direct maintenance costs. Currently, it is the Administration's understanding that the music venue will seek a property tax exemption under the non-profit status of CSO/MEMI. If the parties are able to come to terms, the next step will be to memorialize those terms in contracts. Additional legislative action, in some instances including approval by Planning Commission and the Park Board, is needed to approve the PD amendment for the music venue, all real estate transactions with respect to the music venue and base park, and the appropriation of funds.

### B. Extension of Smale Riverfront Park on Lot 23

The City is responsible for constructing the Smale Riverfront Park extension on Lot 23 as part of Phase IIIB of The Banks project. The Administration, including Parks and the Park Board (each as defined below), has been working with the County and CSO/MEMI for some time to identify the design and costs of this park, with the intent to build a "base park" during the initial Phase IIIB construction that would finished at the level of the remainder of Smale later when funding allowed. The most recent estimate of the cost of developing the base park is approximately \$4,641,029 (exclusive of design costs). As part of the negotiations around the music venue, CSO/MEMI has committed to contributing \$1.45MM. The City, Park Board, and other interested parties will need to identify the remaining \$3,191,029 of funding to complete the base park. It is not presently known where these monies would come from. An additional \$6,774,641 (exclusive of design costs) on top of that figure will then be needed at some point in the future to complete the Lot 23 park at the level of the rest of Smale.

### C. Concern regarding Army Corps of Engineers funding for Smale Riverfront Park

The federal government has authorized (but not yet appropriated) funding for the next phases of Smale Riverfront Park. A similar previous appropriation contributed to the current park. This funding comes in the form of a match to the local public spending on the park and related infrastructure (including the parking structures on which the Lot 23 park will sit). In order for the value of the Lot 23 infrastructure to be captured and used as credit toward the \$15 million local match of this \$30 million authorization, the City, County, Parks and the U.S. Army Corps of Engineers must execute an MOU prior to the beginning of construction and the issuance of a notice to proceed. Although the City, County, Parks, and Army Corps have been working to execute the MOU for some time, it has not yet been approved by the Army Corps. The City Administration is working with our Federal representatives to complete this task.

In order to protect the City's eligibility for this \$15 million of federal support, the City expressly asked the County not to execute any construction contracts or in fact begin construction until the MOU is executed. The County agreed in writing to do so. Despite this commitment, there are recent indications that the County has executed construction contracts and independently begun construction on the Lot 23 infrastructure. The possibility of this action raises serious concerns that the City's eligibility for this funding may be jeopardized. Regardless of whether the Hilltop property swap goes forward and what impact that has on the timing of the construction of Phase IIIB of The Banks, the Administration will work diligently to ensure that construction schedule does not prevent City access to that \$15 million of federal matching funds.

### D. Effect of County parking commitments in Bengals-County MOU

The County-Bengals MOU commits the County to providing 3,200 surface parking lots beginning with the 2021 NFL season and continuing through the duration of the County-Bengals Lease, which currently runs through June 30, 2026 and includes five two-year extensions which allow the Bengals to extend through June 30, 2036. The County made this commitment to the Bengals without any prior consultation with the City. There are important questions, with significant implications for the City and The Banks project, regarding how the County intends to honor this new commitment to maintaining surface parking on the riverfront.

The County-Bengals MOU references the ultimate creation of 1,750-1,950 surface parking spaces at the current Hilltop site. Public information indicates the capacity of the remaining county-controlled surface parking facilities on or near The Banks as follows: Lot A (under Fort Washington Way – 239 spaces), Lot B (future Banks development lots 1 & 13 – 350 spaces), and Lot E (394 spaces). In addition, an undetermined number of spaces will remain in Lot 25 if Lots 23, 27, and 28 are developed in connection with the music venue (these lots collectively provide 1,276 spaces currently under the name Lot D).

Based on public information, the County will need to provide, somewhere between 1,250 and 1,450 surface spaces, in addition to the new Hilltop surface spaces, beginning in the 2021 NFL season. Lots A and E could provide roughly 633 of those spots, leaving 617 to 817 remaining that would need to be filled by all of Lot B (future development lots 1 and 13) and whatever remained of Lot D in the form of the undeveloped Lot 25.

While the Administration cannot confirm whether this combination of surface spaces would meet the County's new obligations under the County-Bengals MOU, it does appear relatively clear – based on the publicly accessible information – that doing so would require the County to hold Lots 1, 13, and 25 back from development during the remainder of the Bengals lease term.

The County-Bengals MOU indicates quite clearly, however, that the County intends to use the City's Crosset Lot to meet a significant portion of this obligation. Section 5 of the November 2018 MOU states "County agrees with Team that the Central [Crosset] Lot (upper and lower sections) is and should be available and will use its best efforts to assure it will remain available, with revenue to Team, for all Bengals Game Days during Term..." The County's lease with the Bengals runs, with extensions, through June 2036.

### E. Effect on Crosset Lot, including city revenues

The City owns the Crosset Lot and expects to regain control of the Bengals game day revenues for that upon completion of the Race Street roundabout, which will occur with the phase currently being considered for development. The Bengals currently receive roughly \$393,750 of annual gross revenues from the team's use of the lot for 10 game days. Currently, the Bengals have access to the lot for up to 15 days per season but on average the team only uses the lot for 10 days per season<sup>1</sup>. Assuming for the sake of argument that the City

<sup>&</sup>lt;sup>1</sup> The Administration's position is that the City is entitled to the Crosset lot revenues now and first advanced this position to the County in 2015. At that time, in the interest of the ongoing partnership with the County on The Banks project, the City agreed to delay assertion of its rights until the completion of the street grid during this next phase of the project. As noted, the County did not consult with the City before making its surface parking lot commitment to the Bengals.

began collecting that same amount of revenue in FY 2022 (beginning with the 2021-22 NFL season), the remaining fifteen years of the Bengals lease (with extensions) would deliver \$5,906,250 of gross game day parking revenue (in today's dollars) to the City. That money will instead go the Bengals if the County is somehow able to use its commitments to the Bengals to keep control of that lot as asserted in the County-Bengals MOU.

The County-Bengals MOU also increases the number of Bengals Team Use Days from fifteen to twenty. Although the Administration cannot predict with certainty the impact of these additional Team Use Days, if one assumes the City would charge the same rate the Bengals currently do on game days and that the team would use all twenty days in the other County-controlled lots under the new terms of the County-Bengals MOU, the City would realize an additional \$393,750 annually and \$5,906,250 cumulatively over the remainder of the Bengals lease, thereby doubling the amount to be received by the City. Similarly, these funds would go to the Bengals if the County is able to achieve the goal it lays out in the County-Bengals MOU.

### F. Effect of County commitment to possible new design guidelines

The current County-Bengals Lease, as amended, and the 1998 Agreement between the City and County establish development guidelines to which the Bengals have agreed. The County-Bengals MOU re-visits these guidelines and commits the County and Bengals (and City and JBSC) to an "urban planning review" of all undeveloped parts of The Banks, with the condition that any changes to the existing guidelines must be approved by both the team and the County. One effect of this change is to give a private party – the Bengals – a new decision-making veto over future height and design requirements governing the public Banks project.

### G. Effect of approving property swap

The Administration has a significant concern that approving the proposed Hilltop property swap and therefore the Hilltop relocation - without first addressing the impacts of the County surface parking commitments on the City's Crosset lot and whether or not the commitments will preclude future development at The Banks – will function as City consent to the County's commitments and prevent the City from protecting its interests on The Banks. Including, of course, the very premise of The Banks as a contiguous riverfront mixed-use development rather than, in any part, a collection of surface parking lots. As such, the Administration will in all circumstances seek as a condition of the proposed property swap that the County remove the surface parking and potential design requirements of the County-Bengals MOU.

Alternatively, the Administration would expect that if the Council does not approve the proposed property swap (or long-term lease as also proposed), with the result that Hilltop will not be able to relocate, the terms of the County-Bengals MOU will not then actually come to pass.

It should be noted that many of the impacts of the County-Bengals MOU are still unclear and only now coming into the light because, while the County executed the relevant MOUs with the Bengals in November and June, the Administration assumed – wrongly it appears – that the County would not make commitments that implicated the City's interests, in both its property and The Banks project, without first consulting with the City. The Administration wrongly assumed the agreement between the County and the Bengals was merely that – an agreement between those two parties - and would not have such potentially direct material implications for the City.

### III. Open Financial Questions regarding the Future Price Landing Park

At the September 3<sup>rd</sup> Economic Growth & Zoning Committee meeting, held at the Price Hill Recreation Center, representatives of the County and Hilltop presented a variety of images and descriptions of a future Price Landing park that would be facilitated by the proposed City acquisition of the West Mill Creek Parcel. In addition, several Lower Price Hill community groups, in a letter to the Mayor, City Council, and the Administration, requested the City take certain steps to advance the Price Landing park project. In the ordinary

course of considering the proposed property swap, the Administration would also consider these community expectations and address various possible responses that may be sought.

While the City is aware of the community effort to plan and develop a park along the river in Lower Price Hill, the Cincinnati Board of Park Commissioners (the "Park Board") has not been asked to look at, nor discussed what would be necessary to build and maintain a park at this location. Prior to the City's Parks Department ("Parks") even considering to move forward with any plans for the future Price Landing park, (i) Parks will consider whether or not the site is suitable for a park based on community need and input and (ii) Parks needs to review the due diligence items listed in Section I(A) of this memo and determine whether or not a park is even feasible on the site. Additionally, funding sources would need to be identified to develop design plans, construction costs and on-going resources to staff and maintain the park (operations and capital), and do so in a way that current Parks resources are not diminished as a result. Parks would need to identify a funding source for those costs and receive community support and Park Board approval prior to developing the future Price Landing park.

The City does not have any estimates as to the construction of this park, nor has the County shared the basis for the estimates provided in its presentation on September 3. As noted above, there are no funding sources identified for this park and it is unclear whether the County, Bengals or Hilltop will make any contributions to the future Price Landing park project.

### IV. Conclusion

The preceding sections present the issues that currently need to be addressed as it relates to the Hilltop property swap and The Banks transactions. In its current form, there still remain significant unknowns and uncertainties surrounding this proposal, as it relates to the property condition, financial feasibility, project impacts, and policy implications. Of particular note are the possible financial costs to the City, including (1) the cost of terminating the CBT/POC lease, (2) the loss of current CBT/POC lease revenue, (3) the cost of remediating the West Mill Creek Parcel, (4) the significant financial and operational impacts of the closure of Valley Asphalt, (4) the possible loss of Noramco-generated tax revenues or costs associated with a Noramco relocation, (5) the \$3.19MM City contribution to the Lot 23 base park, (6) the remaining \$6.7MM needed to complete the Lot 23 park, (7) the possible loss of roughly \$6-12MM of Crosset lot parking revenue over the life of the Bengals lease, and (8) the unknown costs associated with developing Price Landing Park.

This does not strike us as a simple transaction at this time or one that should be rushed. Faced with such a situation, normally, the Administration would still be at the stage of gathering and vetting the necessary information to determine whether it is feasible and prudent to move forward with the project. We do not today seem yet to be in a place where it would be appropriate to move forward with asking the Council for their approval to execute on this proposal. We do look forward to determining the best path forward in consultation and with the direction of the City's policymakers.



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201901448	Memo	Held
	FYI MEMO , dated 09/13/2019, sub the Hilltop Property Swap and Bank	mitted by Patrick A. Duhaney, City Manager, on s Transactions.
	Introduced: 9/13/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 9/16/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh.	gov



### **MEMORANDUM**

To:

Board of County Commissioners of Hamilton County, Ohio

The Honorable Denise Driehaus

The Honorable Stephanie Summerow-Dumas

The Honorable Todd B. Portune

From:

Thomas L. Gabelman

Cc:

Jeff Aluotto, Holly Christmann, John Bruggen, Alex Linser, Paul Sohi, Victoria

Parks, Roger Friedmann

Date:

September 15, 2019

Re:

Hamilton County's Response to Questions Posed By Mayor Cranley On September 3,

2019 And The City Law Department Statements Regarding The Banks Project

The following is a response to questions posed at the September 3, 2019, Economic Growth and Zoning Committee Hearing and subsequent questions posed by Mayor Cranley on September 4, 2019.

The responses follow the question posed.

# 1) What can city-county build on lots 1, 13, 23, 25, 28 now, without Bengals approvals?

### City Interpretation of City-County Agreement or County-Bengals Lease

The City and County are currently subject to certain design guidelines for Lots 1, 13, 23, 24, 25 and 28, that include, without limitation: (i) height limitations on structures west of Race Street extended to an elevation of 555 feet above sea level (approximately three stories) or structures south of Theodore M. Berry Way (as depicted below as the line between 2a and 2b) to an elevation of 541 feet above sea level (between two and three stories depending on how far south it is), (ii) restrictions on additional stadiums, arenas or an auditorium with 3,000 seats, (iii) screening of mechanical equipment, and (iv) the preservation of certain sightlines to the rivel and of the skyline. These design guidelines are found in Appendix A of the City-County Agreement for the Redevelopment of the Central Riverfront (the "1998 Agreement"). The County-Bengals Lease contains similar development restrictions for the area to the west of Race Street.

These design guidelines describe a threshold for developments on these lots that the Bengals have previously approved. The Bengals withholding consent to any such developments that did not exceed this previously-approved threshold would be inconsistent with the existing documents. The City and the County could therefore move forward with development on these lots consistent with those guidelines.

### Hamilton County Response to Question Posed on Issue 1

The Bengals have approval rights on Banks Lots 1, 13, 23, 25, 27 & 28 pursuant to the 1997 County-Bengals lease and the 1998 City-County Redevelopment Agreement. Those approval rights are beyond height limitations set forth above in the City's response. The City and County entered into an Agreement for the Redevelopment of the Central Riverfront including the

Construction of Paul Brown Stadium dated as of January 31, 1998 (the "1998 City-County Redevelopment Agreement"). The 1998 City-County Redevelopment Agreement is the seminal agreement that commenced the redevelopment of Cincinnati's riverfront. The 1998 Redevelopment set forth various duties and obligations of the City and County with respect to property transfers, public infrastructure and street grid construction, financial contributions and various development rights specifically in the context of the County-Bengals Lease, and certain City-requested amendments.

The 1998 Redevelopment Agreement also incorporated certain Development Guidelines that were contemporaneously incorporated into the First Amendment to the 1997 County-Bengals Lease Agreement. The Guidelines set forth various parameters regarding the development generally within the Stadium Site, as depicted below, between Paul Brown Stadium and the Suspension Bridge. By way of example, certain of the development blocks have specific building height limitations that, if exceeded, would require the review and approval of the Cincinnati Bengals prior to development of that particular block.



Figure 1 STADIUM SITE AS DEFINED IN 1997 COUNTY-BENGALS LEASE

Development of the Lots proximate to Paul Brown Stadium along Elm Street (Lots 1, 13, 25, 27 & 28) are constrained due to the existing height limitations set forth in the Development Guidelines. Such limitations impact the feasibility of development and the marketability of the remaining lots for development.

In each of the three instances that The Banks Development has advanced West of the Suspension Bridge, in Phases II and III, it has been necessary for the County to seek the Bengals review and modification to existing development guidelines in order to make such developments market feasible. Absent such modifications, the development of such lots would not have advanced. The County's requests for modifications were necessary to secure and advance the development of The Banks. To date, the County has sought and obtained modifications with respect to: 1) height limitations necessary to develop the GE Global Operations Center on Lot 2; 2) height limitations regarding the development Phase II Radius Apartments; and 3) height limitations and other Development Guidelines regarding the Riverfront Music Venue development on Lot 27. In each

instance, in working with the County, the Bengals have reviewed, approved and consented to such modifications so development could proceed.

In order to address the Development Guidelines in a proactive manner, in advance of actually identifying a specific project, the County proposed to the Bengals during its most recent negotiations, that an urban planner be retained to review The Banks Project in the context of existing development and those lots remaining to be developed. Following such review, the urban planner would then issue recommendations regarding potential modifications of the 1997 Development Guidelines.

The Bengals and County agreed, pursuant to a November 14, 2018 and June 20, 2019 Memorandum of Understanding, that, through the JBSC, a consultant may be retained to conduct an urban planning review of the existing development in the context of the remaining undeveloped lots within The Banks, including Lots 1, 13 and 25 of The Banks. Based on such urban planning review and recommendations, the building height limitations and Development Guidelines that date back to 1997 and 1998, could be modified upon agreement of the County, City and Bengals.

The intent of the County's MOU is to establish a process through the City-County JBSC, to review and formulate plans in the context of the existing development and to consider modifications to the height limitations and Development Guidelines as determined appropriate by the County and the Bengals pursuant to the Lease, and the City and County, pursuant to an Amendment to the 1998 Redevelopment Agreement, as recommended by the City-County JBSC. This will enhance and advance the overall planning process of the remaining undeveloped Lots. **This is a positive development for The Banks**.

# 2) Given this authority, why is the county giving millions of dollars in additional parking revenue annually to build on Lots 27 and 28?

### City Interpretation of City-County Agreement or County-Bengals Lease

The November 2018 MOU and June 2019 MOU indicate the County is making the various commitments described therein in exchange for the Bengals consenting to the construction of the music venue on Lot 27.

### Hamilton County Response to Question Posed on Issue 2

Hamilton County is not "giving" millions of dollars in additional parking revenue annually to build on Lots 27 and 28. That statement is simply not correct.

There are several reasons why the Board of County Commissioners on April 11, 2019, and the Cincinnati City Council on April 17, 2019, <u>voted unanimously</u> to approve the development of the Music Venue on Lot 27 and the expansion of Smale Park on Lots 23 and 28.

### A. DEVELOPMENT ANALYSIS CONSIDERATIONS

In assessing optimal locations within The Banks for the development of a music venue and the associated development of park greenspaces, as well as additional parking facilities, the following issues warranted consideration:

- 1. Impact of completing the Music Venue and Smale Park greenspace to catalyze completion and integration of the overall development of The Banks, including Lot 24 with a proposed \$85MM mixed-use development;
- 2. Development of the Music Venue on Lot 27 also advances, by ten years, the development of Smale Park on Lots 23 & 28;
- 3. Balancing "anchor" attractions throughout The Banks development; a Music Venue on the west portion of the development anchors entertainment 200-225 days a year;
- 4. Need to mitigate parking conflicts with the Bengals/Reds/US Bank Arena events;
- 5. Long term sustainability of The Banks development;
- 6. Developing four additional blocks (23, 24, 27, & 28) which will catalyze future development and sustain overall Banks development;
- 7. Timely and necessary utilization of \$12 million State of Ohio grant dollars for construction of Lots 23, 27 & 28 public parking facilities to support development in accordance with grant requirements;
- 8. Consistency of development with The Banks Master Plan and current development proposals;
- 9. Impact of the Music Venue to spur activation of The Banks development, including western retail core;
- 10. Impact of Lot 23, 27 & 28 remaining as surface parking facilities rather than entertainment and greenspace;
- 11. The combination of the Music Venue on Lot 27 and the Event Lawn on Lot 23 maximizes the public availability of green space;
- 12. Lower profile of Riverfront Music Venue on Lot 27 is compliant with 1997 Bengals Development Guideline goals.

# B. FACTORS ASSOCIATED WITH VENUE AND SMALE PARK GREENSPACE DEVELOPMENT ON LOTS 23, 27, AND 28

Siting of the music venue on Lot 27 optimizes the location of anchor attractions across and throughout the development. As noted by the Riverfront Advisors Commission in 2001, "given that the Bengals stadium would likely be used just 10 times per year, there is a need to strengthen anchor attractions at the west end of the development." The MEMI music venue on Lot 27, with outdoor concerts and events on Lot 23 will generate more than 225 events per year and 350,000 new patrons. The eastern end of The Banks is well supported with over 200 events between the Cincinnati Reds and the US Bank Arena, and more than 2.5 million patrons.

Siting of the venue on Lot 27 provides the critical balance and patron circulation necessary for the entire development. Furthermore, development of the music venue on Lot 27 will enable the completion of the final upper phase of the Smale Park, which will greatly enhance The Banks and serve as a catalyst for the development of the remaining lots in The Banks. MEMI's concept, which was developed in collaboration Cincinnati Parks over

the last 15 months, and now advanced to construction documents by MEMI and Parks, integrates the music venue development on Lot 27 with the Parks development on Lots 23 and 28 in order to complete the Park and also enable outdoor concerts and event programming.

Mayor Cranley, in his email to Council on April 9, 2019, also recommended that Council approve the development of a Music Venue on Lot 27 and the expansion of Smale Park on Lots 23 and 28.

From: Cranley, Mayor <mayor.cranley@cincinnati-oh.gov>

Sent: Tuesday, April 9, 2019 9:38 AM

To: Duhaney, Patrick <Patrick.Duhaney@cincinnati-oh.gov>; #COUNCIL <#COUNCIL@cincinnati-oh.gov>
Cc: #COUNCIL Assistants <#COUNCILAssistants@cincinnati-oh.gov>; Juech, John <John.Juech@cincinnati-oh.gov>; Hill-Christian, Sheila <Sheila.Hill-Christian@cincinnati-oh.gov>; Long, Sheryl <Sheryl.Long@cincinnati-oh.gov>; Bigham, Chris (Budget) <Chris.Bigham@cincinnati-oh.gov>; Weldon, Casey <Casey.Weldon@cincinnati-oh.gov>; Carr, Kelly <Kelly.Carr@cincinnati-oh.gov>; Michael, Rahiel <Rahiel.Michael@cincinnati-oh.gov>; Stutz Smith, Holly <Holly.StutzSmith@cincinnati-oh.gov>; Dillon, Bobbi <Bobbi.Dillon@cincinnati-oh.gov>
Subject: RE: CSO/MEMI Music Venue Proposed Term Sheet

Dear City Council,

I am happy that our administration and the county have negotiated a deal at the Banks that will allow CSO/MEMI to locate at the Banks consistent with the long-standing county request to place it on lot 27 rather than lot 24. As you all know, I thought that the lot 24 option would move faster and would cost less money overall. However, I believe the county made a good faith offer to the city that makes me comfortable with their approach since they have made it clear that they will not support lot 24. Some of the benefits include finishing the street grid and the riverfront park lot 23, which we are working on with the involvement of the park board. And of course, I have advocated for years for a music venue so I am glad we have an agreement to let CSO/MEMI start.

The county has asked us to support their vision and this legislation says yes to their request and yes to the music venue at the banks.

I refer this legislation to Budget and ask for approval.

Thanks,

John

Construction has commenced on the public parking garage facilities which are designed to support the Music Venue. The Music Venue is scheduled to commence its construction in November 2019.

# 3) Can the music venue be built on Lot 24 without giving the Bengals millions of additional parking revenues annually?

### City Interpretation of City-County Agreement or County-Bengals Lease

The Bengals have previously indicated to City officials a willingness to proceed with the development of the music venue on Lot 24 under the current design guidelines and without the new terms now agreed to solely by the County under the MOUs (such as the surface parking minimums, the potential for the Bengals to impose additional design guidelines, payment by the County to relocate Hilltop, and additional parking revenue diverted from the public to the Bengals).

### Hamilton County Response to Question Posed on Issue 3

1. The Music Venue, as currently designed and set to commence construction in November 2019, cannot be built on Lot 24;

- 2. Redesigning the Music Venue would delay the completion of the Project for over a year, resulting in a substantial adverse economic impact to The Banks, the City and the County;
- 3. Lot 24 is designed to accommodate 500,000 sq ft of residential, retail and commercial development and integration of the Music Venue is cost prohibitive.
- 4. No one is giving the Bengals millions of additional parking revenue.

The timeline for the public and private parties' redevelopment of this next phase of development is important.

Pursuant to an RFQ issued by the City and County, through the JBSC on February 25, 2018, the JBSC recommended CSO/MEMI as the preferred developer of The Banks Entertainment Venue on May 2, 2018.

On <u>June 11, 2018</u>, the Hamilton County Board of County Commissioners unanimously approved MEMI/CSO as the preferred developer of the Banks Entertainment Venue. On <u>June 20, 2018</u>, following an extensive presentation by Promowest Productions and MEMI/CSO, the Cincinnati City Council <u>unanimously approved MEMI/CSO</u> as the preferred Music Venue Developer.

On November 14, 2018, the Bengals and County entered into a MOU pursuant to which the Bengals agreed that the Music Venue will be constructed on Lot 27 and the Park on Lots 23 and 28. Katie Blackburn stated, "The Bengals have long supported the community's vision for a riverfront music venue, and today we were able to work collaboratively to ensure that the music venue will happen," said Bengals Executive Vice President Katie Blackburn.

In April 2019, the City and County <u>acted unanimously</u> in approving the development of the Music Venue on Lot 27 and the expansion of Smale Park on Lot 23 and 28. CSO/MEMI's design is complete and is ready to commence construction.

On June 20, 2019, the County and the Bengals entered into an MOU that provided the County would move forward with construction of the public parking garage facilities on Lots 23, 27 & 28. The public parking garage facility has been specifically designed to support the Music Venue and started construction on August 9, 2019, and is progressing on schedule and within budget.

The Bengals affirmed their agreement to build the Music Venue on Lot 27 in June 2019: "The Bengals are interested in seeing the music venue project move forward in a successful fashion...

This agreement will help move the music venue forward..., create better long term parking options for fans all as part of the vision of a thriving riverfront in Cincinnati." said Bengals Director of Business Development Bob Bedinghaus.

In fact, Lot 24 was never designed to support a concert venue. Lot 24 was designed and built by the County to accommodate 400,000 to 500,000 square feet of residential, retail and commercial development. The City-County received a proposal to develop Lot 24 into a 400,000 sq. ft., \$85MM residential, retail, commercial office and entertainment complex that complements the 1

million square feet of development to date. This is the highest and best use for Lot 24, which is not subject to the Bengals Lease height limitations.

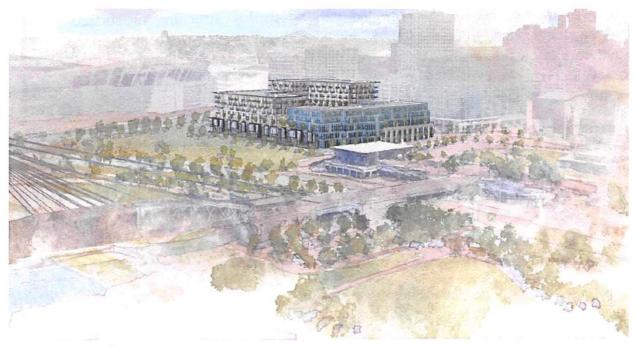


Figure 2 Proposed \$85MM 400,000 sq. ft Mixed-Use Development

# 4) Does the city own the Crosset Lot?

#### City Interpretation of City-County Agreement or County-Bengals Lease

Yes, the City currently owns Crosset Lot (also known as Central Lot). The City granted easements to ODOT over this parcel for the overpass structure overhead and ODOT also claims an interest in easements with respect to utilities over the site. The City currently receives parking revenues from the lot on all days except up to 15 "Designated Events", under the terms of the 1998 Agreement, the A/R MOU and the License Agreement (each as defined below).

# Hamilton County Response to Question Posed on Issue 4

Pursuant to the express terms of the 1998 City-County Redevelopment Agreement, the City agreed, that as long as the Central Lot was owned by the City or leased by and used for parking, the City would allocate the revenue received from Bengal Patrons on Designated Event Days to the Bengals.

According to Part Four of the 1998 City-County Redevelopment Agreement titled "<u>Development of Central Riverfront Development Site and Parking for Designated Events</u>", Article IV.A., defines "Designated Events" as Bengal Football Game Days.

That same Section, states in pertinent part, totally, in aggregate to no more than 15 days per year.

Any City-owned, leased or controlled parking facility structure, or surface-parking area located within the CRDS, and any other City parking facilities in the Stadium Site outside of the Trench Area that are made available pursuant to this Redevelopment Agreement to provide parking as part of the Stadium Parking Facility shall be subject to the following:

2. The Bengals shall have the right to set the price to be charged for parking, to receive the revenues from parking generated from such Designated Event (as paid by the City to the County) and to sell season and pre-sold passes for the parking facility for such Designated Event.

The 1998 Amendment to the County-Bengals Lease, attached as Exhibit A to the 1998 Redevelopment Agreement provides in pertinent part:

- 5. <u>City-Owned Property</u>. For and only for so long as any portion of the Stadium Site (outside the Stadium Complex) is owned by or leased to the City and is actually occupied or is being developed by the City (any such property being hereinafter referred to as "City Property"), or any Person lawfully claiming by, through or under the
  - (b) Except as provided in Subsection (c) and (d) below, any Stadium Parking Facility located on any such City Property shall be made available for the use of Stadium patrons for Team home professional football games (preseason, regular season or post-season), other events held on Team Use Days and Other Events together totalling, in aggregate, no more than fifteen (15) dates each year (as designated by Team in its sole and absolute discretion) (any such event, a "Designated Event"); provided, however, Designated Events other than Team home

The Central Lot is within the "Stadium Site." As a result, the <u>City is obligated to remit revenues received from Bengal patrons</u> on Designated Event Days.

# 5) When do we get control back to develop?

City Interpretation of City-County Agreement or County-Bengals Lease

The City regains control of the revenues related to Crosset Lot upon completion of the street grid improvements (which occurs upon the completion of the Race Street roundabout) pursuant to Section 8 of the Parking License Agreement between the City and the County (the "License Agreement"), which is also reflected in Section 3.5.l of the 2002 Amended and Restated Supplemental Memorandum of Understanding between the County and the City (the "A/R MOU").

# Hamilton County Response to Question Posed on Issue 5

The City retains control to develop the Central Lot.





# 6) Will the City get game day revenues from the Crosset Lot once the street grid is complete?

<u>City Interpretation of City-County Agreement or County-Bengals Lease</u> Yes.

## Hamilton County Response to Question Posed on Issue 6

See response to Section (4) above. The City is obligated to pay revenues received from Bengal patrons to the Bengals in accordance with the terms of the 1998 City-County Redevelopment Agreement.

# 7) What does the County-Bengals MOU say about the City getting game day revenues?

## City Interpretation of City-County Agreement or County-Bengals Lease

Section 5 of the November 2018 MOU states "County agrees with Team that the Central [Crosset] Lot (upper and lower sections) is and should be available and will use its best efforts to assure it will remain available, with revenue to Team, for all Bengals Game Days during Term..." The County's lease with the Bengals runs, with extensions, through June 2036.

# Hamilton County Response to Question Posed on Issue 7

The obligations of the City with respect to the payment of parking revenues received from Bengal patrons to the Bengals is clearly set forth in the 1998 City-County Redevelopment Agreement.

The County agrees with the Bengals that the City should fulfill its obligations to the Bengals under such Agreement.

# 8) Does the MOU establish the idea that 3200 spaces are forever surface lots at the banks?

#### City Interpretation of City-County Agreement or County-Bengals Lease

The November 2018 MOU, as slightly then modified by the June 2019 MOU, commits the County to providing 3200 surface parking lots beginning with the 2021 NFL season and continuing through the duration of the County-Bengals Lease, which currently runs through June 30, 2026 and includes five two-year extensions which allow the Bengals to extend through June 30, 2036.

# Hamilton County Response to Question Posed on Issue 8

The November 2018 and June 2019 MOU provided that the County will use commercially reasonable efforts to have 3,200 surface spaces within reasonable proximity to the Hilltop Site or the Stadium Site beginning in the 2021 NFL Season; such spaces are not required to be within The Banks. The 3,200 threshold number was derived with the specific assumption of the complete build-out of The Banks Project, including specifically Lots 1, 13, 23, 25, 27 & 28 with parking garage facilities and development above in accordance with The Banks Master Plan. Pursuant to the Master Plan, The Banks Development would not have any surface parking facilities between Paul Brown Stadium and Great American Ball Park.

The November 2018 MOU also provided that the County may make other areas within the Stadium Site available for tailgating which would be factored and reduce the 3,200 threshold number. As a result of the County's acquisition of Hilltop, the balance of The Banks Development will proceed



Figure 3 State Farm Stadium

instead of remaining as surface parking lots. The County and the Bengals have discussed the potential benefits of green tailgating which enhance the overall game day experience and reduce the required number of surface parking spaces. Certain of these "green" tailgating concepts, forth below, could also be developed for the future Hilltop Concrete Parking Facility.

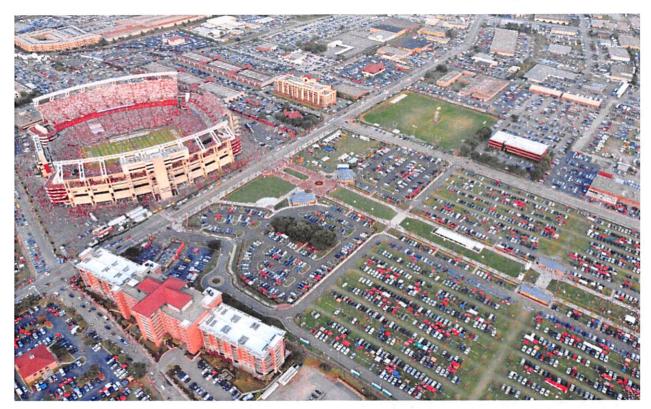


Figure 4 USC Gamecock Park - Tailgate Facility

The County and the Bengals, in collaboration with the City, will continue to explore ways in which the fan tailgating experience is accommodated. There are multiple areas within the 200-acre riverfront that could accommodate tailgating as we move forward with The Banks Development.

# 9) Is that new?

#### City Interpretation of City-County Agreement or County-Bengals Lease

To the best of our knowledge, the County's obligations to provide certain parking spaces to the Bengals on Team Use Days did not, prior to the November 2018 MOU, include any requirements that those spaces be in surface lots.

## Hamilton County Response to Question Posed on Issue 9

The County-Bengals Lease entered into in July 1997 and various subsequent amendments since 1997, have set forth parameters, requirements and limitations with respect to parking spaces, geographic locations, number, and required availability before and after Bengals games. Section 33.7 of the 1997 Bengals Lease provides that the County and Bengals will use reasonable efforts to accommodate tailgating in appropriate areas of the parking facilities and plaza.

# 10) If the music venue was built on 24, could city and county develop 1, 13, 25, 27, and 28 without creating new surface lot requirements?

# City Interpretation of City-County Agreement or County-Bengals Lease

If both the November 2018 MOU and June 2019 MOU are terminated because of a failure of the conditions precedent (the Hilltop acquisition and the construction of the music venue) to come about, the new surface lot requirements the County committed to in those MOUs would not be in place and therefore the City and the County could proceed with development under the existing rules.

# Hamilton County Response to Question Posed on Issue 10

The Music Venue cannot be built on Lot 24. See Responses to Question 3 and 8. The County and the Bengals agreed, in Section 17 of the June 2019 MOU, that the November 2018 and June 2019 MOUs are <u>legal and binding agreements</u>. The City and County did not approve, nor did the Mayor recommend, on April 9, 2019, the development of the Music Venue on Lot 24. The City, County and the Mayor all agreed that the Music Venue should be developed on Lot 27 and Smale Park on Lots 23 & 28. Construction of the public parking garage facilities to support the Music Venue on such Lot is currently ongoing, and the Music Venue is scheduled to commence construction above such parking garage facilities in November 2019. <u>See</u> Hamilton County's Response to Question 2 above.

11) From the original lease until now, has there ever been a guarantee of surface spaces to the Bengals?

<u>City Interpretation of City-County Agreement or County-Bengals Lease</u> Not to our knowledge. See above.

# Hamilton County Response to Question Posed on Issue 11

See response to Questions 8 and 9 above.

Assuming we redevelop the Crosset lot, what lots would need to remain surface in order to meet this new surface lot requirement? Please show a map with lot numbers and put X's on surface lots.

#### City Interpretation of City-County Agreement or County-Bengals Lease

The November 2018 MOU references the ultimate creation of 1750-1950 surface parking spaces at the current Hilltop site. Public information indicates the capacity of the remaining county-controlled surface parking facilities on or near The Banks as follows: Lot A (under Fort Washington Way - 239 spaces), Lot B (future Banks development lots 1 & 13 - 350 spaces), and Lot E (394 spaces). In addition, an undetermined number of spaces will remain in Lot 25 if Lots 23, 27, and 28 are developed in connection with the music venue (these lots collectively provide 1,276 spaces currently under the name Lot D).

Based on the descriptions in the MOU and the publicly-available information regarding capacities at these various lots, it appears the County will need to provide, somewhere between 1,250 and 1,450 surface spaces, in addition to the new Hilltop surface spaces, beginning in the 2021 NFL season. Lots A and E could provide roughly 633 of those spots, leaving 617 to 817 remaining that would need to be filled by all of Lot B (future development lots 1 and 13) and whatever remained of Lot D in the form of the undeveloped Lot 25.

While we cannot confirm whether this combination of surface spaces would meet the County's new obligations under the MOU, it does appear relatively clear - based on the publicly accessible information - that doing so would require the County to hold Lots 1, 13, and 25 back from development during the remainder of the Bengals lease term.

# **Hamilton County Response to Question Posed on Issue 12**

But for the County's acquisition of Hilltop's 15 acres on the Central Riverfront, that will be owned by the public, the remaining Banks Lots 1, 13 & 25, would remain surface parking through the initial term of the Bengals' Lease. In fact, Banks Lots 23, 27 & 28 would also be surface lots but for the County's commitments set forth in the June MOU.

Based on the full build-out of The Banks within the next 5-8 years, with the addition of the Hilltop Facility parking, the threshold number of parking spaces will be met.

The County, in no way, is holding Lots 1, 13 and 25 back from development. In fact, the County's acquisition of Hilltop, *without City's financial participation*, ensures that Banks Lots 1, 13 and 25 will be developed. Absent that, the Bengals would not have approved any development on remaining Banks Lots without the assurances of sufficient spaces for tailgating.

Furthermore, the City and County, in collaboration with the Bengals, have an opportunity to review and revise the 1997 Development Guidelines to enhance the development opportunities on Lots 1, 13 & 25 as The Banks Project moves forward. This is a positive development for The Banks.

See also County's response to Question 8 regarding other areas within the Stadium Site being made available for tailgating which would reduce the threshold parking space number.

13) The City and County are supposedly 50-50 partners at the banks. Were we asked to agree to the new surface lot requirement? How did they do it without our consent?

# City Interpretation of City-County Agreement or County-Bengals Lease

To our knowledge, the first time anyone in the City administration was made awal e of the surface lot commitment by the County is when the Board of County Commissioners authorized executing the November 2018 MOU. To our knowledge, the City was not asked to agree or consent to the new surface parking lot commitment contained in the November 2018 MOU and the June 2019 MOU between the County and the Bengals. Nor were any copies of the MOU in draft form sent to the City prior to passage by the Board of County Commissioners.

## Hamilton County Response to Question Posed on Issue 13

The County's MOU with the Bengals does not place any constraints or financial obligations on the City. The City's obligations to the Bengals were made over 21 years ago, pursuant to a 1998 City-County Redevelopment Agreement that commenced the transformation of the Riverfront. The City is not a 50-50 partner on the County's Leases with the Reds, Bengals or U.S. Bank Arena. The County assumed all of the City's obligations under such leases in 1996.

14) Does voting down the land deal turnover the surface lot requirements? Would passing it contingent on the County getting the Bengals to eliminate the requirements also turn it over?

#### City Interpretation of City-County Agreement or County-Bengals Lease

If both the November 2018 MOU and June 2019 MOU are terminated because of a failure of some of the conditions precedent (the Hilltop acquisition and construction of the new Hilltop parking facility) to come about, the new surface lot requirements the County committed to in those MOUs would not be in place and therefore the City and the County could proceed with development under the existing rules.

# **Hamilton County Response to Question Posed on Issue 14**

The November 2018 and June 2019 MOU's are legal, binding and fully enforceable, including all terms and conditions stated therein.

Did you tell the county that we planned to develop the Crosset lot and ask for their help? Did the county ever tell you that they were signing a contract with Bengals to try to keep our lot a surface lot forever? Did they seek our consent?

# City Interpretation of City-County Agreement or County-Bengals Lease

For a number of years, the City has made clear to the County its position that total control of the revenues related to that lot reverts to the City upon completion of the street grid. We have indicated to the County that the City intended to exercise its control over that lot when that condition was met. To the best of our knowledge, the County did not share with the City any information regarding the new surface lot commitment prior to those commitments being made by the County in the November 2018 MOU and the June 2019 MOU.

# **Hamilton County Response to Question Posed on Issue 15**

The County has made it clear to the City for years that the 1998 Redevelopment Agreement obligated the City to pay revenues received from Bengal patrons parking in the Central Lot on Designated Team Days to the Bengals. The City has never shared any of its plans to develop the Central Lot. The County would be interested in learning about the City's development plans for the Central Lot.

The November 2018 County-Bengals MOU and County-Bengals June 2019 MOU do not, in any way, prevent the City from developing the Central Lot.

# 16) Do the new development guidelines proposed in the MOU expand the Bengals' approval rights in any way?

#### City Interpretation of City-County Agreement or County-Bengals Lease

The current County-Bengals Lease, as amended, and the 1998 Agreement between the City and County establish development guidelines to which the Bengals have agreed. The November 2018 MOU re-visits these guidelines and commits the County and Bengals (and City and JBSC) to an "urban planning review" of all undeveloped parts of The Banks, with the condition that any changes to the existing guidelines must be approved by both the Team and the County. One effect of this change is to give a private party - the Bengals - a new decision-making veto over future design requirements governing the public Banks project.

## **Hamilton County Response to Question Posed on Issue 16**

The City's analysis with respect to the 1998 Redevelopment Agreement and the November 2018 and June 2019 MOU's is not correct.

The City, County, and the Bengals, pursuant to the various agreements set forth herein, have various approval rights with respect to existing agreements and modifications to them. As set forth in Response 1, as a result of the November 2018 and June 2019 MOU's, the City, County and Bengals have an opportunity, for the first time in 21 years, to potentially modify the Development Guidelines, including height limitations, to enhance the development of the remaining Lots in The Banks. There is absolutely no "new" decision making veto rights granted to the Bengals.

17) Please explain the 2024 provision of the County-Bengals Lease. Does that mean the Bengals can demand the hologram upgrade? Does this mean upgrades are not capped at 42 million in that year?

## City Interpretation of City-County Agreement or County-Bengals Lease

Section 9 of the November 2018 MOU, separate and apart from any other limits on County capital spending obligations, gives the Bengals the right to require the County pay for both "Level I Enhancements" (defined as stadium-related improvements not available in 1997, such as holographic replay systems or smart seats, which have since been adopted by a threshold number of other NFL stadia) and "Future Enhancements" (defined as improvements to the stadium complex not provided for in the County-Bengals Lease, with a threshold analysis based on various comparisons of the Bengals to other NFL teams and stadia functionality). These rights kick in on July 1, 2024, with the "Future Enhancements" right lasting one year and the "Level I Enhancements" right staying in place through the remainder of the lease term.

# Hamilton County Response to Question Posed on Issue 17

See response to Question 16. The County-Bengals Lease sets forth an extensive process with respect to Level I and Level II Enhancements. As a result of the June 2019 County-Bengals MOU, any such enhancements would be considered in the context of a long-term lease extension in advance of the initial Lease termination in 2026. This provision saved the County taxpayers \$250MM-\$280MM through 2026.

18) Does the MOU require that an asphalt plant always remain open and operational? Could Hilltop just tear down the asphalt plant down and not rebuild?

## City Interpretation of City-County Agreement or County-Bengals Lease

None of the MOUs address the asphalt plant currently on the Hilltop site or the possibility of an asphalt plant on a new Hilltop site. To the best of our knowledge, the City is not aware of any restrictions related to either the destruction or construction of an asphalt plant in connection with this project. That said, the MOU clearly requires the replacement of the entire Hilltop site - including the existing asphalt plant - with surface parking in order to meet the County's new 3200 surface parking space commitment.

# Hamilton County Response to Question Posed on Issue 18

Valley Asphalt's Plant will not move to Hilltop's proposed current off-loading site or Sixth Street Yard Campus. Valley Asphalt will not be relocated until suitable and acceptable location is determined; the process will be transparent to City Council and County. Valley Asphalt Plant will

likely be relocated once Hilltop's existing 13.5-acre campus south of Mehring on the Riverfront is developed as a parking facility in 2020-2021. Valley Asphalt Plant relocation is a modest undertaking – 1.5 acres vs. 15 acres needed for the Hilltop Plant Operation Campus. Such phased relocation does not, in any way, impact Hilltop's proposed conveyance of City property on the East Mill Creek in exchange for the property on the West Mill Creek.

The County would like to collaborate with the City on the relocation of the Asphalt Plant given the City's interest in maintaining its maintenance costs and other contracts.



# Responses to Mayor Cranley's Supplemental Request on September 4, 2019:

(1) An accounting of parking revenues paid to the Bengals for all games and event days over the last 10 years.

# **Hamilton County Response to Supplemental Question Posed**

PBS - Bengals	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	TOTAL
III. PBS Patron Parking Revenues Paid to Bengals												
Presold	1,576,911	1,502,555	1,247,991	1,223,168	1,220,451	1,232,655	1,430,221	1,082,156	910,901	1,077,754	955,722	\$13,460,48
Day of Cash		63,211	289,865	256,603			417,054	217,030	275,242	245,597	233,190	\$1,997,79
Other Event							130,693	99,133	23,547	39,595	32,987	\$325,95
TOTAL:	\$1,576,911	\$1,565,766	\$1,537,856	\$1,479,771	\$1,220,451	\$1,232,655	\$1,977,967	\$1,398,318	\$1,209,690	\$1,362,945	\$1,221,899	\$15,784,2

(2) A complete list of all event days for which the Bengals have received and been promised future parking revenues from taxpayers inclusive of both County garages and surface parking lots.

Pursuant to the 1997 County-Bengals lease, as modified by the November 14, 2018 and June 20, 2019 MOU, the number of Team Use Days for which the Team can receive parking revenues is 20 days; and from the future Hilltop Facility, is 27 Team Use Days, which include 12 training camp days, 10 Game Days, NFL Draft Days and other events. The revenues set forth above are inclusive of all revenues received by the Bengals for Team Use Days.

The Bengals initiative to move their training camp from Georgetown to Paul Brown Stadium and increasing the activation of the riverfront should be viewed as a positive economic generator for The Banks and the City. The County encourages such additional activation on the part of the Bengals Organization.

In fact, although not requested, set forth below is the County's analysis of just two elements of the Bengals presence in Cincinnati that contribute to the City directly over the same ten year period, which totally nearly \$51 Million:

PBS - Bengals	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	TOTAL
I. PBS Employee/Player Earnings Tax Paid to City												
Cincinnati Bengals	\$2,548,354	\$2,399,734	\$2,290,934	\$2,824,949	\$2,948,855	\$3,409,769	\$3,135,916	\$3,729,370	\$3,806,822	\$4,068,287	\$3,630,033	\$34,793,02
PBS Visiting Team	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$2,750,000
TOTAL:	\$2,798,354	\$2,649,734	\$2,540,934	\$3,074,949	\$3,198,855	\$3,659,769	\$3,385,916	\$3,979,370	\$4,056,822	\$4,318,287	\$3,880,033	\$37,543,023
PBS - Bengals	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	TOTAL
II. PBS Patron Admissions Tax Paid to City	\$1,277,779	\$1,371,180	\$1,206,170	\$947,805	\$1,112,361	\$1,299,541	\$1,126,132	\$1,346,761	\$1,159,375	\$1,184,473	\$1,223,256	\$13,254,833

0126293.0603325 4833-1424-6310v1



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status				
201901466	Communication	Held				
	Thomas L. Gambelman, Frost, Bro	019, submitted by Councilmember Mann, from own Todd Attorneys, regarding Hamilton County's Mayor Cranley On September 3, 2019 An The Regarding The Banks Project.				
	Introduced: 9/15/2019	Controlling Body: Budget and Finance Committee				
	Meeting Date: 9/16/2019 Sponsor					
	Department: David Mann					
	Drafter: sheila.andrews@cincinnati-ol	n.gov				

## BOARD OF COMMISSIONERS

Denise Driehaus Stephanie Summerow Dumas Todd Portune

# **County Administrator**

County Administration Building 138 East Court Street, Room 603 Cincinnati, Ohio 45202

Phone: (513) 946-4400 Fax: (513) 946-4444 TDD/TTY: (513) 946-4719 www.hamiltoncountyohio.gov ADMINISTRATOR Jeff Aluotto Phone (513) 946-4436

201901467

## MEMORANDUM

Date:

September 15, 2019

To:

**Board of County Commissioners** 

From:

Jeff Aluotto, County Administrator

Copies:

John Bruggen, Holly Christmann, Bridget Doherty, Roger Friedmann, Victoria Parks, Alex

Linser, Paul Sohi, Tom Gabelman

Subject:

Advancement of The Banks Project – Economic Development and Investment in Queensgate

Industrial/Commercial District, Hilltop Basic Resources Land Conveyance Proposal

Attached to this Memorandum is a detailed response to the questions set forth in Mayor Cranley's August 22, 2019 letter that was addressed to City Council, Hilltop Basic Resources and the County Commission. The Administration comprised these responses, for the Board of County Commissioners, with assistance from Counsel and representatives from Hilltop. All of the issues set forth in the Mayor's letter should be addressed in the attached documents and were also addressed by the County and Hilltop in the September 3, 2019 Economic Growth Committee meeting.

In summary, and as described in the documents enclosed, Hilltop has property currently under contract that would enable the company to relocate its consolidated operations from Hilltop's 15-acre riverfront site on the Central Riverfront that it has owned since 1967, to two separate parcels: a) one site located at the "Sixth Street Yard" in Queensgate for its plant operations campus, and b) the "West Mill Creek Site" for the off-loading of its aggregate materials. As Hilltop has indicated publicly, direct river access for off-loading of materials is critical to Hilltop's operations.

The two sites are a) properly zoned for Hilltop's current uses, b) hold an existing Corps of Engineers permit, and c) contain necessary railroad easements that provide direct, convenient access between the off-loading site on West Mill Creek and the Plant Operations Campus in the Sixth Street Yard. Those sites work well for Hilltop's intended use. We understand the 2.3-acre West Mill Creek off-loading site is worth more than \$1.1MM.

However, we also understand the West Mill Creek Site provides a means of cost-effective access, currently lacking to the future Price Landing Park, which may also save in excess of \$5-7MM in public infrastructure costs for that purpose. As a result, the West Mill Creek Site appears necessary in order to increase the feasibility of developing the Price Landing Park.

In the spirit of cooperation, Hilltop has offered to exchange the West Mill Creek Site it currently has under contract for a fee interest in the East Mill Creek Site, notwithstanding that the East Mill Creek Site has none of the benefits of the West Mill Creek Site: no Corps of Engineers permit, no easements from the railroad, and no direct access to its future campus operations in the Sixth Street Yard. It also has embedded concrete piers that date from the 1890's that may have to be removed in order to fully utilize the site.

The value of the East Mill Creek Site, based on the City's current lease with CBT, is \$136,687, approximately eight times less than the West Mill Creek Site. That value also assumes the property has access to a right of way. Once acquired by Hilltop, the East Mill Creek Site, will be landlocked, which will very likely further reduce its market value.

As a result of Hilltop's relocation, the public will gain an additional 15 acres of riverfront property on our Central Riverfront. As indicated in the attached detailed responses, the City will not lose any riverfront property; in fact *it will gain* additional acreage, and the public will gain with both more land on the Central Riverfront and the development of Price Landing Park on the Western Riverfront. As was reported publicly, it should be recalled that Hilltop is preparing to invest in the Queensgate Industrial/Commercial District by constructing a new state-of-the-art operations campus that incorporates environmentally responsible components to its facilities.

We understand Hilltop's position that in order to ensure its business operations are not interrupted at any point in the future, Hilltop must own its own property that it is investing millions to develop and operate.

Please advise if you have any questions or comments once you reviewed the attached summary.



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status			
201901467	Communication	Held			
	Jeff Alutto, Hamilton County Admi Project Economic Development	2019, submitted by Councilmember Mann, from nistrator, regarding Advancement of The Banks and Investment in Queensgate top Basic Resources Land Conveyance Proposal.			
	Introduced: 9/15/2019	Controlling Body: Budget and Finance Committee			
	Meeting Date: 9/16/2019 Sponso				
	Department: David Mann				
	Drafter: sheila.andrews@cincinnati-o	h.gov			

	201901468
MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
STATEMENT: Hilltop and the County are trying to move Hilltop to land that is owned in part by the City.	<ol> <li>RESPONSE:         <ol> <li>Hilltop has property under contract to relocate its unloading operations to the West Mill Creek Site and its concrete plant to the Sixth Street Yard; no City land would be required.</li> <li>However, in response to concerns raised by the Lower Price Hill ("LPH") residents and stakeholders, Hilltop is willing to relocate its unloading operations to the East Mill Creek Site.</li> <li>Hilltop has offered to convey property (that is under contract by Hilltop) to the City that we understand the LPH community desires as a critical component of the future Price Landing Park. As we understand, Hilltop's West Mill Creek Site will provide a more cost effective vehicular and pedestrian access at grade to Price Landing Park. The creation of the Price Landing Park was endorsed by the City in the approval of the Lower Price Hill Resurgency Plan.</li> <li>The current City Administration position rejects Hilltop's offer to convey 2.3 acres of (above water) property to the City; instead, proposes that Hilltop grant the City an option, possibly to be exercised in the future, to purchase the West Mill Creek Site from Hilltop for the same price Hilltop paid for it. It is our understanding that the LPH Community would like the West Mill Creek Site saves millions of dollars by transferring land that provides direct access between the Park and LPH and ends the industrial use of the West Mill Creek Site. The City's acquisition of the West Bank Site for park purposes would also end its use for commercial/industrial purposes, something the City is unable to do by rezoning.</li> </ol> </li> </ol>
STATEMENT: To accomplish this, existing businesses have to relocate or shutdown and lots of public money will be spent to do so.	RESPONSE:  1. It is important to note that the County has not requested City's financial assistance, nor has the City committed money to relocate Hilltop.

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
	<ol> <li>As we understand it, the only existing business that may have to relocate is Noramco. Noramco is a month-to-month tenant of the current property owner that contracted to sell its property to Hilltop. In response to Noramco's request, Hilltop expressed a willingness to work with Noramco to allow for a reasonable but limited period of time to relocate its operation. In addition, we also understand that the City's Department of Community and Economic Development is working with Noramco; HCDC could also assist if needed.</li> <li>In regard to the City-owned property leased to CBT on the East Bank of the Mill Creek, it is our understanding that CBT confirmed it had never used that portion of the Site and indicated to Hilltop that it has no future plans to use that portion of the CBT Site; as a result, no business would have to shut down or be relocated with respect to that parcel.</li> <li>CBT also confirmed to the County and Hilltop that it was not seeking compensation to release its leasehold interest in the East Mill Creek Site for the 4.7 years remaining on its Lease with the City.</li> <li>The City's East Bank Mill Creek Site has not been used for commercial purposes for decades.</li> </ol>
STATEMENT: Public is entitled to know all aspects of any deal to move Hilltop prior to considering any City legislation that would ask the Planning Commission, City Council and the City Manager to give title to City land to Hilltop and also to accept title to other Hilltop-owned land (the "Noramco" site).	RESPONSE:  1. Hilltop has taken numerous steps to ensure that the Mayor, City Council Members, the Lower Price Hill and Queensgate Communities, the general Public and media understand the terms of its relocation to Queensgate. These have included presentations both in writing and orally before the Planning Commission, City Council meetings, community group meetings and tours of its current site.  2. The only existing business that may have to relocate is Noramco. As indicated above, Noramco is a month-to-month tenant of the current

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
	property owner that is selling its property to Hilltop.  3. It is our understanding that the Price Hill Community desires to eliminate commercial/industrial off-loading at the West Mill Creek Site to enhance development of Price Landing Park.
At a minimum, the public should be told at this hearing, and ideally before, the following:  1. Hilltop's full schematics and design for all locations, including, but not limited to, the 6th Street Yard, and its goal to locate some of its operations on city owned land west of the Southern Railway Bridge.	<ol> <li>As indicated above, Hilltop has been transparent about its relocation plans for a new Queensgate Plant Operations Campus and has in fact provided schematic design drawings of its state-of-the-art plant operations to the LPH &amp; Queensgate communities, Members of City Council, County Administration, the Public and the media.</li> <li>We understand that Hilltop presented relocation plans to the City Administration on June 6, 2019 and has made multiple presentations to the LPH and Queensgate communities. Hilltop has also opened its current plant operations for multiple tours.</li> <li>For full disclosure, it should be noted that it is our understanding that despite Hilltop's requests, the City has not provided information on how the 50 acres of riverfront property, associated with the CBT lease, which is currently underutilized, will be developed in the future. That has a direct bearing on the availability of property for Hilltop and Valley Asphalt.</li> </ol>
A description and mapping of how all truck, car, boat, and any other transportation vehicle will access the various locations and estimated truck counts, etc.	<ol> <li>RESPONSE:         <ol> <li>It is our understanding that this information was provided directly to the City on June 6, 2019; Hilltop will not utilize any City streets to move materials off-loaded from the Ohio River on the East Mill Creek Site to the new Hilltop Plant Operations Campus.</li> </ol> </li> <li>Hilltop has made multiple presentations on this very issue to the LPH and Queensgate communities. Harriet Street will serve as a primary access to and from Sixth Street Yard Campus.</li> </ol>

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
3. Any and all environmental reports for the "Noramco" site in Lower Price Hill.	RESPONSE:  1. It is our understanding, after consulting with Hilltop, that there are no environmental reports available. As part of its due diligence, Hilltop has commissioned such a study and the results will be provided.
4. A full, un-redacted copy of the County-Hilltop purchase contract, which includes all public expenses to be incurred in that transaction.  Considering how much money the City, the County and other parties may need to spend to move forward with this transaction, I believe it is vital to the public interest and to the City's consideration of any proposed transaction to know how much money the public is spending on this purchase of Hilltop's existing site.	<ol> <li>This request refers to an agreement between Hilltop and the County. It should be noted, as we understand there has been some confusion on this point, that the City is not acquiring Hilltop's riverfront property. No City funds are being used to purchase the existing Hilltop site. Further, the City is not "giving away" any parcels to accomplish this transaction.</li> <li>Under the proposed transaction, the City, and the LPH and West Side communities, would receive property that is more valuable from a commercial/community benefits standpoint; and it is an essential element of the proposed Price Landing Park since it provides a more cost-effective means of access to/from the Lower Price Hill Community to Price Landing Park.</li> <li>As the Board is aware, the agreement with respect to the Hilltop acquisition has not been finalized. Disclosure of negotiating terms could adversely impact the final cost paid by the County taxpayers. Revealing particularly sensitive information at this juncture before properties are actually acquired is especially risky due to the likelihood that the price of available properties suitable for relocation being artificially inflated which would not serve the taxpayers' interests. Once Hilltop's relocation is finalized, the Hamilton County Board of County Commissioners, in a full and open public hearing, will review and consider the terms and conditions of the Hilltop acquisition.</li> <li>Again, it should be emphasized, that no City funds are involved in</li> </ol>

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
	the County's acquisition of the Hilltop property.
5. The exact location and design of the asphalt plant-there needs to be certainty on this.	RESPONSE:  1. Hilltop has assured LPH and the Queensgate communities that Valley Asphalt's Plant will not be located on the West Mill Creek Bank parcel or Hilltop's Plant Operations Campus in Queensgate.  2. Valley Asphalt's Plant will not be relocated until an acceptable site is determined.  As has been discussed, one possibility includes the City/CBT making additional acreage available on the currently underutilized 50-acre riverfront site that is under control of the City and CBT. To date, the City and/or CBT have been unwilling to accommodate such request.  In terms of Valley Asphalt's Plant, Hilltop owns the land, but does not own or operate the business; however, it is our understanding that Hilltop, and the owner of Valley Asphalt, the Jurgensen Companies, have committed to a prudent and professional approach in the relocation of Valley Asphalt's Plant once an acceptable site is determined.  3. In terms of relocation and development schedule, the relocation of the Asphalt Plant will likely not occur until after the commencement or completion of the Hilltop Parking Facility construction in 2020-2021.
STATEMENT:	RESPONSE:
In addition to the above, I ask my colleagues on City Council, some of whom are considering initiating legislation-that would violate the long-standing practice to retain City ownership of existing city riverfront property-to give away the city owned Riverfront property in exchange for the Hilltop- owned "Noramco" site in	<ol> <li>County Administration was unable to locate any City policy, Legislation or Ordinance prohibiting the conveyance of like-kind parcels such as the West and East Mill Creek sites.</li> <li>It should also be noted that the City would receive property with permits, easements, access rights and significantly greater commercial market value, in exchange for City-owned property that</li> </ol>

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
Lower Price Hill, to make sure that any such legislation protects the city's interests by ensuring the following:	is currently vacant, has no permits or easements; has multiple embedded concrete in place since the 1890's; and will be landlocked, once conveyed, with no direct access to a public street.  3. It is also important to remember that the County's purchase of the Hilltop Site results in putting approximately 15 new acres of central riverfront property into public ownership.  Benefits/Burdens of the City-owned East Mill Creek Site:  a) No Corps of Engineers off-loading permits; b) No access easements from CSX Railroad or Central Railroad of Indiana; c) Limited transportation access to Hilltop's new Plant Operations Campus; no existing access road to Hilltop Campus; d) Multiple embedded concrete columns & structures from the 1890's need to be removed; e) The East Mill Creek Site, once conveyed, will be landlocked, the Site will have no direct access to City streets or rights of way, substantially decreasing its current market value of approximately \$136,867.
	Benefits/Burdens of Hilltop Contracted West Mill Creek Site  a) Corps of Engineers off-loading permit in effect currently; b) Existing access easements from CSX and Central Railroad of Indiana to allow crossing for transportation to Hilltop's Plant Operations; c) Existing access road directly to Hilltop Plant Operations Campus; d) No embedded obstructions on site.  4. It should also be noted that the County and City have cooperated in the past as it relates to property transfers to facilitate development of

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
	the riverfront, and The Banks, specifically. As an example, the County has conveyed, to date, 24 acres of County-owned riverfront property to the City for the development of Smale Park. Such property has a \$96MM value, which the City has leveraged as inkind contributions for additional grant funds. The County conveyed this property to the City without requiring any payment by the City.
STATEMENT:	RESPONSE:
That an appraisal of both properties be published before any transaction occurs.	<ol> <li>The value of the City-owned parcel on the East Mill Creek Site can be assessed based on the lease payments the City currently receives for that portion of the Site which is approximately \$34,600 per year; on such basis, the value of the East Mill Creek Site would be approximately \$136,867. The Auditor's value of the East Mill Creek Site currently is ±\$213,000. However, the actual market value, once conveyed to Hilltop as a separate parcel, would be substantially less since the Site will be landlocked with no direct access to public streets.</li> <li>The actual commercial value of the East Mill Creek Site is significantly less because once conveyed to Hilltop there is:         <ol> <li>No readily available transportation access to the Hilltop Campus Location;</li> <li>Site is landlocked with no direct access to City streets or right of way;</li> <li>No Corps of Engineers off-loading permit;</li> <li>No railroad access easements which are essential to access the Site.</li> </ol> </li> <li>The commercial value of the West Mill Creek Site is at least 8 times greater than that of the East Mill Creek Site because the West Mill Creek Site has:         <ol> <li>Direct access road to the new Hilltop Plant Operations Campus;</li> </ol> </li> </ol>

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
	<ul> <li>b) Corps of Engineer's off-loading permit;</li> <li>c) Railroad right of way access easements;</li> <li>d) Does not have multiple concrete columns and other obstructions throughout the Site;</li> <li>e) The commercial market value of the West Mill Creek Site is in excess of \$1.1M. The Auditor's value is \$721,560.</li> <li>4. The value of the West Mill Creek Site should be assessed based upon the fact that it: <ul> <li>a) Enables cost-effective pedestrian and vehicular access from Price Hill to the Price Landing Park;</li> <li>b) Eliminates \$5M-\$7M in public Park infrastructure costs which would have been necessary for access and connectivity to the Price Landing Park.</li> </ul> </li> </ul>
STATEMENT:  2. That Hilltop or the County agree to pay for and conduct all appropriate remediation of the Noramco site so that it could be converted to a park.	RESPONSE:  1. Hilltop is deeding property to the City that has significantly greater value. It would seem appropriate for both entities to manage realestate related costs associated with the individual parcels they control following the land swap.
STATEMENT:  3. That the City be held harmless from this proposed transaction and that any agreement will compensate the city for the many expenses it will incur and loss of revenues from the city owned land.	<ol> <li>We are not aware of any cost benefit analysis detailing harm that would be experienced by the City related to this transaction.</li> <li>The only "revenue lost" by the City, to our knowledge, is \$34,600 per annum for the remainder of the less than 5 years left on the lease term on the East Mill Creek Site. However, as we understand, the City could save \$5M-\$7M in infrastructure costs in developing Price Landing Park.</li> <li>It should also be noted that the City will retain significant tax revenue by retaining Hilltop as a corporate employer with 104</li> </ol>

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
	employees within the City that also has a \$52MM economic impact per year in the City.
STATEMENT: The following issues should be resolved in any agreement:  a. The City would be LOSING a revenue producing asset, so the City should be paid the net present value of future rent payments.	<ol> <li>Current Lease Payment is approximately \$34,600 per year for less than 5 years, until the expiration of the lease in May 2024.</li> <li>Based upon the above lease payments, the net present value of the future rent payments is \$136,587.</li> <li>It is our understanding that City and the LPH will save \$5MM-\$7MM in future public infrastructure costs for the Price Landing Park. This amount exceeds the present value of \$136,587 annual lease payments for the remaining less than 5-year term.</li> </ol>
STATEMENT: b. The City would be GAINING a property that would result in the removal of an existing business and therefore would not have any revenue associated with it and will require significant remediation before it could be turned into a park. Hilltop or the County should provide some transition assistance to the displaced business and should also pay for all remediation of the site.	<ol> <li>RESPONSE:         <ol> <li>It should also be noted that the City will retain a business with 104 employees and its tax base; Hilltop produces an economic impact of \$52MM per year in the City.</li> <li>As with other sites in LPH and Queensgate, state and federal funds are available for the environmental remediation of such properties, if determined necessary.</li> </ol> </li> <li>We are not aware that any remediation would be required for the property provided to the City.</li> <li>We have not been apprised of the environmental remediation necessary for the City's East Mill Creek Site.</li> </ol>
STATEMENT: Mayor warned that Newport could beat us to the punch if we didn't move fast. The Bengals supported putting it on lot 24 and did not condition it on moving Hilltop. It has been the County, not the Bengals, that has pushed the Bengals to allow the music venue to	<ol> <li>RESPONSE:         <ol> <li>The County has been trying for several years to move forward with the next phase of The Banks Project.</li> <li>On November 14, 2018, the Bengals endorsed Lot 27 for the siting of the Music Venue and Lots 23 &amp; 28 for the expansion of the Smale Park. In 2019 the Board or County Commissioners and City</li> </ol> </li> </ol>

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
be located closer to Paul Brown Stadium, which requires their consent and has led to the agreement to move Hilltop. The Bengals did not initiate this chain of events.	Council approved the site of the Music Venue on Lot 27 and expansion of Smale Park on Lots 23 & 28.  3. It should be noted that after applying State grants and Banksgenerated revenues sources, the County is advancing all financing for the development of the public infrastructure for Lots 23, 27 and 28, without assessing interest on the City's \$4.5MM obligation for Phase III. The County also agreed to fund the potential shortfalls in The Banks TIF District fund, relieving the City of an additional potential \$2MM in Banks related funding obligations. The City's repayment of such obligation would also be without interest and only from Banks generated revenue sources, rather than the City General Fund. The County is effectively providing the City with an interest free loan, potentially up to \$6.5MM, which will only be repaid from future Banks generated revenues – not the City General Fund.  4. Location of the Music Venue on Lot 27 is vital to the future viability of the Banks given the associated ability to advance highest and best use development on Lot 24 which, in turn, will produce revenue capable of driving additional public infrastructure work.
STATEMENT: This overall transaction involves the County granting very valuable riverfront property for the Bengals to earn money on game days and to pay Hilltop to move from its current site.	<ol> <li>RESPONSE:         <ol> <li>The City gains valuable property that may be used for park purposes without expending any capital dollars.</li> <li>It is critical to note that no property is being "granted" to the Bengals. As a result of the County's efforts, an additional 15 acres of riverfront property will be publicly owned on the Central Riverfront which will sustain and expand the overall redevelopment of Cincinnati's riverfront.</li> </ol> </li> </ol>
STATEMENT: The City should not be harmed financially in order that	RESPONSE:  1. We are unaware of any financial harm to the City due to this

MAYOR CRANLEY'S AUGUST 22, 2019 LETTER	STATEMENT OF FACTS
two private businesses benefit.	transaction. The City is gaining more valuable property and will retain an employer with 104 employees in Cincinnati that produces an annual economic impact of \$52MM in the City.
STATEMENT:  We are told that this deal makes the county's stadium deal better. But the public won't know if that is true until it sees the amount of public money that will be spent to move Hilltop.	RESPONSE:  1. The Hamilton County Board of County Commissioners is the elected body of the County that determines the purchase price, and its reasonableness of the acquisition of the Hilltop property. The logistics of the MOU with the Bengals were discussed in detail at a public session of the Board in November of 2018. The property acquisition cost associated with Hilltop, subject to the Board's review and approval, will be discussed publicly once all of the deal components are finalized.
STATEMENT:  The public has a right to know and the City should not commit to spend any money or transfer any land until all the facts are on the table. Sunshine makes better public policy than secrecy.	1. The County has detailed all elements of these transactions that can be publicly disclosed without further risk to the taxpayer. As deal components are concluded, additional information will be brought forward for public discussion prior to Board approval.

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801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201901468	Communication	Held
		019, submitted by Councilmember Mann, ues Cited in Mayor Cranley's 8/22/2019 Letter.
	Introduced: 9/16/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 9/16/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh	gov

201901469

# THE BENEFITS/BURDENS OF THE MILL CREEK PARCELS

WEST MILL CREEK SITE - 2.3 ACRES ABOVE WATER

# Benefits/Burdens of Hilltop's Contract to Acquire West Mill Creek Site

- a) Corps of Engineers off-loading permit in effect currently
- b) Existing access easements from CSX and Indiana Railroad to allow crossing for transportation to Hilltop's Plant Operations
- c) Existing access road directly to Hilltop's new Plant Operations Campus in Queensgate
- d) No obstructions on site
- e) Property Value in excess of ±\$1.1 Million

# Benefits to the City and its West Side and LPH Communities of the West Mill Creek Site

- a) LPH and West Side residents gain a valuable parcel of property that will provide the <u>only</u> pedestrian and vehicular access to the future Price Landing Park;
- Acquisition of the West Mill Creek Site eliminates \$5M-\$7M of future public infrastructure improvements that would have been necessary to gain <u>the only</u> access/connectivity to the Price Landing Park;
- c) Hilltop's conveyance of the West Mill Creek Site to the City eliminates, for the first time in a century, industrial/ commercial off-loading.
- d) The West Mill Creek Site, once redeveloped, will provide a natural overlook to the Ohio River.



# EAST MILL CREEK SITE - 2.1 ACRES ABOVE WATER

# Benefits/Burdens of the City-owned East Mill Creek Site:

- a) No Corps of Engineers off-loading permits
- b) No access easements by CSX Railroad or Indiana Railroad
- c) The East Mill Creek Site, once conveyed, will be landlocked, the Site will have no direct access to City streets; substantially decreasing its market value
- d) Limited transportation access to new Hilltop Plant Operations Campus; <u>no</u> existing access road to Hilltop Campus
- e) Multiple concrete columns & structures from the 1890's need to be removed
- f) Blighted site
- g) Property Value Based on City Lease \$136,587 – Value Decreases Once Landlocked



HILLTOP QUEENSGATE CAMPUS - OPTION 4 AS PRESENTED TO CITY JUNE 6, 2019 & JULY 29, 2019



Hilltop purchases West Mill Creek Site (2.3 acres above water) and conveys to City for Price Landing Park purposes

City conveys East Mill Creek Site (2.1 acres above water) to Hilltop; Hilltop off-loads materials only; no manufacturing

Hilltop Concrete Plant Operations Located on 9 acre Queensgate Parcel – "Sixth Street Yard" Purchased by Hilltop



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201901469	Communication	Held
	COMMUNICATION, dated 09/16/2019, submitted by Councilme Benefits/Burdens of the Mill Creek Parcels, West Mill Creek Site Water.  Introduced: 9/16/2019  Controlling Body	•
		Controlling Body: Budget and Finance Committee
	Meeting Date: 9/16/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh	.gov



801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status
201901470	Communication	Held
		019, submitted by Councilmember Mann, from portunity to bring a first-class Riverfront Music e Park to The Banks.
Introduced: 9/13/2019 Controlling I	Controlling Body: Budget and Finance Committee	
	Meeting Date: 9/16/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh	.gov



801 Plum Street Cincinnati, OH 45202

# **File Summary**

File Number Title **Current Status** 201901479 Motion Held MOTION, submitted by Councilmember Mann WE MOVE that if a development agreement presented to Council includes city financial assistance or incentives of any kind, including tax abatement, then the city administration shall state whether the development will benefit from federal opportunity zone tax incentives and if so, the city administration shall present a detailed financial analysis as to how these federal benefits reduce or eliminate the appropriate level of financial incentives from the city. (STATEMENT ATTACHED). Introduced: 9/18/2019 Controlling Body: Budget and Finance Committee Meeting Date: 9/18/2019 Sponsor(s): Mann **Department:** David Mann Drafter: sheila.andrews@cincinnati-oh.gov



## FOR YOUR INFORMATION

September 20, 2019

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Hilltop Property Swap and Banks Transactions Administration

Recommendations

On September 13, the City Manager distributed to the Mayor and Members of Council a memorandum summarizing the variety of open and unresolved issues involved in the proposed property swap between the City and Hilltop Resources, Inc. ("Hilltop"), including the effects of the property swap on The Banks project and other related City interests. At the September 16 meeting of the Budget & Finance Committee, Chairman Mann asked the Administration to supplement that memorandum with a summary of issues on which the Council could give direction in order to facilitate the proposed transaction. What follows is a listing of the issues that must be resolved to move the transaction forward, together with the Administration's recommended course of action. This memorandum assumes knowledge of the September 13 memorandum and relies on information and broader descriptions of the various issues contained therein.

## I. <u>Issues to be resolved for the property swap</u>

## A. <u>Due Diligence</u>

On all property transactions, the Administration has two phases of diligence, a phase prior to even bringing a transaction to Council and a phase after the agreement is executed but before any property is conveyed. With respect to the proposed property swap, the Administration has none of the due diligence items necessary to evaluate the transaction and make a recommendation to Council of proposed terms for that transaction.

#### Administration Recommendation:

- Require County/Hilltop to produce the necessary due diligence that the Administration requires
  on all other property conveyances, for the Administration's review and approval.
- Require County/Hilltop to pay any environmental remediation costs necessary for the West Mill Creek parcel to be used as a park.

#### B. CBT Lease

The City and Cincinnati Bulk Terminals, LLC (including its affiliate Port of Cincinnati, LLC, collectively, "CBT"), presented a term sheet to Hilltop to sublease the parcel to the east of the Mill Creek, South of W. Mehring Way (the "Eastern Mill Creek Parcel") for a period of 40 years (the "Term Sheet"). One of the conditions of that Term Sheet is an upfront payment of \$500,000 from Hilltop to CBT (in addition to annual rent of \$100,000). All payments under the Term Sheet are from Hilltop to CBT and such Term Sheet includes no payments from the City to CBT. CBT has indicated to the Administration that it is unwilling to reduce its footprint on the property leased to it from the City east of the railroad bridge.

#### Administration Recommendation:

- Require County/Hilltop to negotiate directly to obtain CBT consent to lease termination with respect to the Eastern Mill Creek Parcel, within parameters established by the Administration.
- Require County/Hilltop to pay any costs associated with the lease termination for the Eastern Mill Creek Parcel.

## C. Valley Asphalt

Valley Asphalt provides a substantial amount of asphalt to the City. In the event that Valley Asphalt ceases to operate, the City will (i) pay approximately \$75,000 more per year and (ii) incur additional costs because of the wear and tear on City equipment, increased travel time for City crews, and the lack of other suitable alternatives in the city.

#### Administration Recommendation:

- Require that any proposed transaction does not interrupt the operations of Valley Asphalt until a suitable replacement is rebuilt in the City.
- In the event that the proposed transaction causes Valley Asphalt to cease operating, Hilltop and/or the County must reimburse the City any increased costs borne by the City arising from Valley Asphalt's closure.

#### D. Noramco

Noramco is currently operating on (i) the western Mill Creek parcel Hilltop is proposing to swap for the Eastern Mill Creek Parcel and (ii) on the Sixth Street Yards that Hilltop also has a purchase option on. This swap, as proposed, may therefore result in the loss of Noramco jobs. The City Administration does not, as a matter of practice, bring projects to City Council for consideration that would result in a net loss of jobs and associated earnings taxes.

## Administration Recommendation:

- Require County and/or Hilltop to find a suitable site for Noramco to relocate within the City limits and to cover all costs associated with Noramco's relocation.

## E. Additional Financial Impacts to the City

The City currently is collecting rent from the lease with CBT for the Eastern Mill Creek Parcel in the approximate amount of \$36,000-\$41,000 per year. In the event that additional property subject to CBT's leases is transferred, the annual amount foregone by the City increases.

#### Administration Recommendation:

- Identify what services these foregone revenues are funding and, if necessary, require that the County and/or Hilltop compensate the City for this shortfall.

#### II. Issues to be resolved for the Music Venue, Lot 23 Park, and Bengals-County MOU matters

## A. Music Venue

The Administration remains in collaborative and productive negotiation with the CSO/MEMI, County, and Park Board. Remaining major issue of negotiation is how to fund City's incremental maintenance costs for the new Lot 23 park. A ticket fee will cover a certain portion of this cost. City position is this gap should in part be covered by a Common Area Maintenance ("CAM") charge paid by all other private owners on The Banks. CSO/MEMI proposes the admissions tax generated by the venue be diverted from the City's General Fund to park maintenance.

#### Administration Recommendation:

- Maintain position that park maintenance costs should be covered by ticket fee and the CAM charge.

## B. Extension of Smale Riverfront Park on Lot 23 – Base Park only

The current cost estimate for the "base park" finish of Lot 23 is \$4,641,029. CSO/MEMI has committed to fund \$1,450,000 of this amount. This portion of the project therefore needs an additional \$3,191,029 (in the current negotiations, the City has so far been willing to commit \$1,450,000 of this total gap). The Park Board has expressed concern to the City Administration about where these funds will come from. While the cost to construct the Lot 23 park is an eventual future City obligation under the Banks agreements, the timing of this obligation is being significantly advanced by this project.

## Administration Recommendation:

Because the City's obligation to fund has been advanced by the music venue project, require all
the interested parties and beneficiaries of the Park - CSO/MEMI, County, Park Board, Parks
Foundation, and City - to share the total cost of moving forward now.

#### C. Concern regarding Army Corps of Engineers funding for Smale Riverfront Park

The City is eligible for \$15MM in federal matching funds for local funds spent on the infrastructure in Smale Riverfront Park. To remain eligible, City and County must execute a MOU with the Army Corps of Engineers before construction begins on any infrastructure spending for which a match will be sought, as

the Administration has repeatedly conveyed to the County. Recent County actions in independently initiating certain construction at The Banks raise eligibility concerns.

#### Administration Recommendation

- Administration to confirm continuing eligibility with Army Corps of Engineers (currently in process).
- If County actions result in any loss of eligibility, require County to replace any lost federal funding.
- D. Effect of 3,200 surface parking space commitment in County-Bengals MOU

The Administration has yet to hear or receive a concrete description of how the County intends to meet this new requirement beginning in 2021. Based on written and verbal statements of County representatives, as well as publicly-available information regarding existing surface parking capacity in County and City-controlled lots in the area around the stadium, it appears to the Administration that County compliance will require some combination of the City's Crosset Lot and the remaining Banks project development lots (Lots 1, 13, and 25). The Administration is opposed to dedicating the City's Crosset Lot to this purpose — and foregoing the revenues that lot would generate — under any circumstances. The administration also opposes dedicating any of these lots to permanent surface parking because that contradicts both the clear, community goals and expectations for The Banks project and the administration's general goal of dense, urban development in the City's core.

#### Administration recommendation:

Require the County to either demonstrate in writing – with specificity – a plan to provide the required 3,200 surface parking spaces without use of either the Crosset Lot or Lots 1, 13, and 25, or amend the Bengals-County MOU to either remove the 3,200 surface parking space requirement entirely or limit it to the Hilltop site and other County-controlled, non-Banks project surface lots

#### E. County position that Crosset Lot must remain under control of Bengals for duration of Lease

In a showing of good faith partnership, the City has been willing to forego game day control of the Crosset Lot revenues until the completion of the street grid, which will occur when Lots 23, 27, and 28 are constructed. The County is seeking to keep those game day revenues with the Bengals for, it appears, the duration of the Bengals Lease.

#### Administration Recommendation:

Continue asserting control over Crosset Lot upon completion of the street grid. While generating
game day revenue from the lot, the City will also then be able to assess the development potential
of certain portions of the lot.

#### F. Concerns regarding possible new Banks design guidelines

The County-Bengals MOU commits the County, Bengals, City, and Joint Banks Steering Committee to a design review process that will require consent of the Bengals to any changes. This process also explicitly references preservation of sight lines from the stadium. The Administration is concerned the ability of the

Bengals to approve any changes could result in height, density, and design standards that are worse – from the City's perspective of encouraging density – than the status quo.

#### Administration Recommendation:

- Require County commitment that any design guideline changes do not impose any greater restriction than currently exists.
- Seek County commitment to support expanding height and density limits in any process.

#### III. Open financial questions regarding the future Price Landing Park

County representatives – at both the September 3 Economic Growth & Zoning hearing and the September 16 Budget & Finance Committee meeting – have described the facilitation of the Price Landing Park as a benefit of the property swap. As previously indicated, neither the City nor Park Board currently have plans or funding in place for such a park project.

#### Administration Recommendation:

Require County and Hilltop to finance park planning (including design, plan development, community engagement, etc.), through the Parks Department, the ultimate construction costs included in any future park, and the ongoing maintenance costs that would otherwise be attributable to the Parks Department.

#### IV. Conclusion

There are many issues that must be resolved before the City Administration can move forward with submitting a recommended proposal to the Mayor and Council for their approval. Outlined above is the City Administration's recommendation for addressing the variety of open and unresolved issues involved in the proposed property swap and The Banks Music Venue transaction. The Administration will continue down its recommended path unless otherwise authorized legislatively by City Council.



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901493	Memo	Held
	FYI MEMO, dated 09/23/2019, submitted by Patrick A. Duhaney, City Manager, regarding Hilltop Property Swap and Banks Transactions Administration Recommendations.	
	Introduced: 9/23/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 9/23/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh.	gov

## Manley Burke

A LEGAL PROFESSIONAL ASSOCIATION

ROBERT E. MANLEY (1935-2006)

TIMOTHY M. BURKE SEAN P. CALLAN\* JOHN E. CHRISTOPHER\*

JACKLYN D. OLINGER KATHLEEN F. RYAN\*\*\* PATRICK K. HOGAN\* MICAH E. KAMRASS AMY M. HEBBELER ILANA L. LINDER 225 WEST COURT STREET CINCINNATI 45202-1098 TELEPHONE: (513) 721-5525

TOLL FREE: (800) 708-0798 FACSIMILE: (513) 721-4268 COUNSEL

WILLIAM A. McClain (1913-2014)

GARY MOORE EBY\*
GEORGE F. MOELLER

\*Also admitted in Kentucky

201901514

Timothy M. Burke (513) 721-5525 tburke@manleyburke.com

September 23, 2019

Mayor John Cranley
Vice Mayor Christopher Smitherman
Council Member Tamaya Dennard
Council Member Greg Landsman
Council Member David Mann
Council Member Amy Murray
Council Member Jeff Pastor
Council Member Chris Seelbach
Council Member P.G. Sittenfeld
Council Member Wendell Young

Cincinnati City Hall 801 Plum St. Cincinnati, OH 45202

On behalf of Hilltop Basic Resources, we wish to respond to the issues in the Manager's memo to Council of September 20,2019 as they relate to the Hilltop.

First, let's be clear. The City administration has not proceeded in good faith in this matter. Here is one example. Early on, representatives of the administration advised Lower Price Hill residents that a concrete plant was coming to Lower Price Hill (which was NEVER the case) and that among other things, that it would damage the plans for Price Landing Park. Since Hilltop has actually offered to dramatically increase the future likelihood of the Price Landing Park (which was clearly identified and planned for in the Lower Price Hill Resurgency Plan which was approved by City Council this year) the administration has changed its tune. Now the administration says the park is never going to happen. The administration should make up its mind. If the

## MANLEY BURKE A LEGAL PROFESSIONAL ASSOCIATION

park is not going to happen, then Hilltop should be allowed and encouraged to occupy the west bank mouth of the Mill Creek. Hillto p would commit to buffer its operation from the potential park site and provide a plan for controlled pedestrian and bicycle access to the City property west of the west bank site.

Second, it was never Hilltop's intention to avoid the due diligence that all sides in a real estate agreement expect. But as has been made clear throughout, it is critical to Hilltop that it own the riverfront property that serves as its off-loading site, as it does its current site on the central riverfront where it has operated since 1968. While there had been discussions with the City Administration earlier, going back several years, regarding Hilltop acquiring a fee interest in City owned riverfront property (those included discussions about the price that would be paid), earlier this year the City Administration took a non-negotiable position that the City would not consider the sale of any riverfront property citing "City policy". While Hilltop and the undersigned were told not to talk with members of council, since council is the City policy maker, we had no choice but to talk with members of council seeking to obtain an agreement that if other issues of concern, including traditional due diligence matters, could be resolved, Hilltop could obtain title to City property on the riverfront. The City administration was informed that Hilltop intended to seek the agreement of council that the transfer of fee title to Hilltop was possible, certainly not that it was guaranteed. The City Administration informed Hilltop's representative that unless Hilltop was willing to abandon seeking fee title to riverfront property and only negotiate for a leasehold interest there was nothing to talk about.

Third, of course, Hilltop is continuing to explore due diligence issues. In fact, it has already spent tens of thousands of dollars in doing so on expenses such as title review, environmental, architectural and zoning. From the very first time this matter was before council, Hilltop made it clear that it understood it would have to comply with the City zoning process and obtain conditional use approval to operate in the MG zone (a process that will involve plenty of opportunity for public input). On top of that the City has imposed an IDC with which Hilltop must comply (although initiated by City Administration representatives through misinformation as previously stated). Hilltop has advised the administration that it anticipates including a traffic study in any zoning application. Among the other due diligence conditions which must be met prior to any closing on City property would be Hilltop's obtaining the necessary zoning approvals. Similarly, Hilltop would require assurances from the City that it will work in good faith to grant whatever approvals are necessary for Hilltop to access between the east bank of the Mill Creek mouth and the Sixth Street Yard site. Without such conditions being met Hilltop would not be obligated to close. No doubt the City would have its own requirements that must be met prior to any closing. Serious discussions with the City Administration have not continued as a result of the Administration's advising that unless Hilltop only wanted to talk about a lease (in this case actually a sublease) there was nothing to talk about.

#### MANLEY BURKE A Legal Professional Association

Fourth, many of the due diligence conditions in the Manager's memo are yet additional examples of the administration's bad faith.

- A. Recall that CBT's lease on the western portion of its leased property has less than 5 years left. The property proposed to be occupied by Hilltop has not been used in years and CBT pays only approximately \$36,000 rent a year (under the terms of the current lease required to be a fair market rental rate evaluated every 3 years). The City Administration takes the position that Hilltop pay CBT \$500,000 and enter into a sublease with CBT for 40 years paying \$100,000 a year. In addition, CBT would apparently be granted a new lease over all of the property it currently leases from the City with a new 40 year lease term. A very valuable benefit to a company favored by the administration. When the City's lead negotiator was asked what CBT intended to do on the property he responded that he was not authorized to share that. As an alternative, and as previously expressed, Hilltop would be willing to agree to occupy the west bank site for the remainder of CBT lease and move to the east bank site after the current CBT lease on that portion of the property expires.
- B. Valley Asphalt is a valued tenant and customer of Hilltop. While Hilltop wants to relocate Valley Asphalt, the City has done nothing to assist in that. Instead the administration is cooperating in spreading questions about asphalt plants environmental impact making the ability to relocate Valley all the more difficult. Multiple sites have been suggested by Hilltop as possible relocation sites for Valley with only objections raised by the City but otherwise no meaningful engagement by the City on this matter.
- C. The Manager's memo proposes that a property owner must reimburse a third party, in this case the City, if the property owner's tenant (Valley Asphalt) is unable to remain on its current site and is required to relocate. That raises serious constitutional issues.
- D. Noramco has been a month to month tenant on the west bank and sixth street yard property since January 2013, having, according to the County Auditor's website, sold its interest in the west bank property (Parcel 141-0006-0008) to River Container Concepts for \$1,670,000 in 2011.
- E. Equally serious constitutional issues are raised by suggesting that a private property owner must allow a tenant (Noramco) to permanently remain on its property or pay to relocate them specifically into another site in the City.
- F. The City Administration deliberately fails to recognize the value of the west bank site. The comparisons between the west bank and east bank sites have

#### MANLEY BURKE A LEGAL PROFESSIONAL ASSOCIATION

G. been repeatedly documented. While the west bank sold for \$1,670,000 in 2011 on the open market, the City east bank property, which generates a rental income of only \$36,000 per year has, based on that annual income, a value of only \$148,000.

All of this leads Hilltop to conclude that the City Administration does not value Hilltop's presence in the City. Alternatively, and we'd like to believe more likely, is that Hilltop is being intentionally thwarted in its good faith relocation efforts within the City of Cincinnati because of this administration's disagreement with City Council's decision regarding the Music Venue. The positions taken in the Manager's memo only deepens that conclusion.

The City Manager's memorandum raises issues beyond the Hilltop relocation issues discussed in this response. Assuming those issues are resolved to the satisfaction of City Council, Hilltop remains willing to negotiate with the City in an effort to find a mutually agreeable solution. But a good faith effort by all is required and Hilltop needs to know that if due diligence and good faith conditions on both sides can be fulfilled in the end it will own the riverfront property from which it operates.

Sincerely,

Timothy M. Burke

cc: City Manager Patrick Duhaney



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901514	Communication	Held
	COMMUNICATION, dated 09/23/2019, submitted by Councilmember Mann, from Timothy M. Burke, on behalf of Hilltop Basic Resources response to the issues in the Manager's memo to Council of September 20, 2019 as they relate to the Hilltop.	
	Introduced: 9/23/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 9/23/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-ol	n.gov

201901515

#### Considerations for Community Support of Proposed Hilltop Relocation

- 1. None of the Hilltop Concrete operations be in Lower Price Hill, including, but not limited to, barge operations
- 2. City of Cincinnati acquire the parcel West of the Millcreek and South of Route 50 in Lower Price Hill, specifically parcel no. 141-0006-0008-00
- 3. Said parcel is rezoned to Riverfront Recreation (RF-R)
- 4. All Lower Price Hill riverfront property be transferred to Parks Department
- 5. Points 1 4 to be codified in land swap ordinance
- 6. Planning Department and Department of Transportation and Engineering provide plan for practical access route to Price Landing Park, including approved railroad crossings
- 7. Planning Department provide zoning study results for all current IDC parcels located in Lower Price Hill and Queensgate
- 8. Noramco relocated to a suitable site in a timely manner
- 9. Asphalt plant relocation plan provided
- Hilltop's operational impacts (e.g., traffic, noise, dust, light, diesel emissions) are studied, detailed
  and made public, and assurance of no negative environmental impact on Queensgate, Lower Price
  Hill, or any other nearby neighborhood
- 11. Entire surface of facility that will include raw goods yards be surfaced in either blacktop or concrete
- 12. Raw goods to be conveyed from raw goods yards to facility via underground conveyors
- 13. Points 10-12 to be memorialized in written agreement
- 14. Renderings be made public showing all materials and operations at maximum allowable height from the 6<sup>th</sup> Street highway (major gateway to Queensgate and the West Side), Lower Price Hill and the Incline District; purpose of this is to understand any possible obstruction of view, as well as detail the allowable maximum height of materials and operations



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901515	Communication	Held
	COMMUNICATION, dated 09/23/2019, submitted by Councilmember Mann, from Mary and Thomas Croft, regarding Considerations for Community Support of Proposed Hilltop Relocation.	
	Introduced: 9/23/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 9/23/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh.g	gov



Date: September 30, 2019

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Council Referral Report # 201901443

The Cincinnati Police Department (CPD) will present a PowerPoint to City Council outlining the need for external load-bearing vests. The presentation will detail medical studies conducted and their results, concerns posed and detailed pictures and explanations of the external load- bearing vest.

Cc: Eliot Isaac, Police Chief

## Cincinnati Police Department

Colonel Eliot K. Isaac, Police Chief



External/Load-Bearing Vests

## **PURPOSE & JUSTIFICATION**

- Reduce hip/back injuries and pain through the redistribution of gun belt weight and pressure from the hips to the shoulders.
  - Removes gear from the back and places it in the front.
  - Injury and/or pain results from sitting in the car with equipment pressing against the officers' back and spine. i.e. handcuffs, flashlight, gloves, baton and radio.
- Decreased sick time usage as a result of musculoskeletal pain or injuries.
- Increased officer comfort.
  - External vest pockets can be modified for user comfort.
  - Provides better cooling and air movement.
- External Vest carriers provide ease of application and removal.

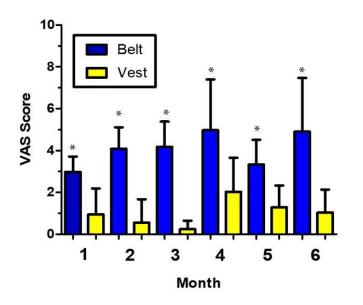
## SCIENTIFIC RESEARCH

## University of Wisconsin, 2018

- Scientific study with a control group
- 15 Officers volunteered to participate
- Two groups. (1) With and (1) without.
- 3 Month study
- Utilized the <u>Oswestry Low Back Pain Disability</u> questionnaire which is the gold standard of lower back pain, functional outcome questionnaires. The score is calculated as a percentage based on ratings out of a total possible score of 50.

## STUDY RESULTS

Figure 1. Average ratings of low-back discomfort across the 6-month study period for both vest and belt groups. \*\*\*



"The results demonstrated that a load bearing vest produced significantly lower VAS scores compared to the duty belt. Additionally, there were no significant relationships between physical measures and VAS scores indicating that the load bearing devices were most responsible for eliciting the VAS results reported. Thus, to decrease discomfort, we recommended that officers use a load bearing vest system while on duty. Future studies should explore the potential role of sitting time while on duty in eliciting low back discomfort."\*\*

<sup>\*\*</sup>Berthiaume, Judy (2018, Nov 12) "Load-bearing vest vs. duty belt: Ergonomic researchers determine the winner." Retrieved from *PoliceOne.com* 

<sup>\*\*\*</sup> VAS stands for **Visual-Analog Scale**. Officers completed a daily journal, self-reporting of the level of lower-back and overall discomfort and this data was presented in the above scale. 0 = No pain vs 10 = Worst Pain imaginable.



This particular vest was chosen by the Eau Clair, Wisconsin Police Department. There is no standard vest arrangement. All items and equipment can be moved or taken off the vest.

## Medical Research

International Archives of Occupational and Environmental Health (2018) 91:425–433

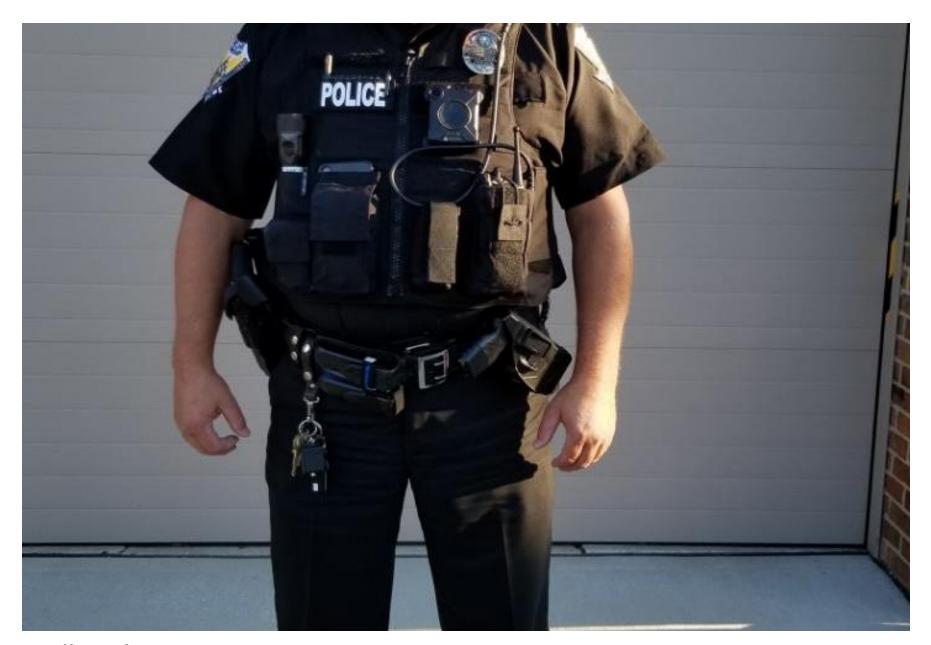
<u>Multi-site musculoskeletal pain in Swedish police: associations with discomfort from wearing mandatory equipment and prolonged sitting</u>

Louise Bæk Larsen , Elisabeth Elgmark Andersson , Roy Tranberg , Nerrolyn Ramstrand

- The primary aim of this study was to document the prevalence of multi-site musculoskeletal pain among Swedish police. A secondary aim was to explore the association between discomfort experienced from mandatory equipment, prolonged sitting in fleet vehicles and multi-site musculoskeletal pain.
- Musculoskeletal disorders are a major problem in the general working population, leading to sickness absence and limited work ability (Bevan et al. 2015; Hoy et al. 2010; Lidgren2003; Monnier et al. 2015)
- Results to date have linked musculoskeletal disorders in police to; discomfort from wearing mandatory equipment such as duty belts and body armour (Filtness et al. 2014; Ramstrand and Larsen 2012; Ramstrand et al. 2016) Prolonged periods of sitting in fleet vehicles (Filtness et al. 2014; Gyi and Porter 1998; Holmes et al. 2013; Ramstrand and Larsen 2012)

## **Medical Continued**

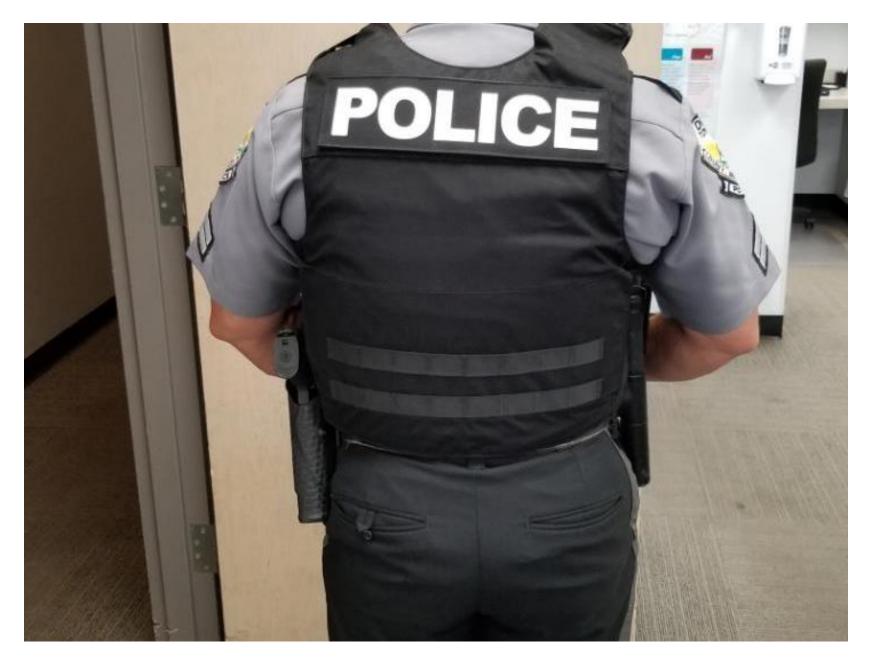
- Group comprised of approximately 7,400 individuals.
- This study represents the largest study sample of investigating musculoskeletal pain in police.
- While discomfort from wearing duty belt and body armor were both strongly associated to multi-site musculoskeletal pain, the duty belt was found to have the greatest association.
- Multi-site musculoskeletal pain is a considerable problem among Swedish police and modifying mandatory equipment to decrease discomfort is suggested as a potential means of decreasing the musculoskeletal pain experienced by many police officers.
- Results of this study have identified discomfort experienced from wearing mandatory equipment as an important variable when addressing the high prevalence of multi-site musculoskeletal pain among Swedish police.



**Delhi Police Department Testing** 



**Delhi Police Department Testing** 



**Delhi Police Department Testing** 

## **SUMMARY**

## Load-bearing vests work

- ✓ Reduced back pain and injury.
- ✓ Reduced sick time usage as result of back and hip injuries.
- ✓ Increases officer sitting and standing comfort by moving equipment from the duty belt to the vest.
- ✓ Vest are easily worn and removed.
- ✓ Vests do not limit mobility or flexibility.
- ✓ Will Not appear militaristic if designed properly.
- ✓ Will fit within standard uniform policy.
- ✓ Can be utilized universally across various law enforcement positions.
- ✓ Low cost of purchase vs high cost of medical treatment.

## **Final Thoughts**

- There is a sufficient amount of published, scientific and medical research that exists on the efficacy of load-bearing vest carriers.
- Medical research suggests, there are no health consequences from utilizing load-bearing vests.
- Load-bearing vests are consistent with Department uniform standards.
- Load-bearing vests will not be militaristic in appearance, conforming to community expectations.



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901525	Presentation	Held
	PRESENTATION, dated 9/30/2019, submitted by Patrick A. Duhaney, City Manager, regarding Police Department's need for external load-bearing vests. (See Doc. #2001901443)	
	Introduced: 9/30/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 9/30/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov

#### Williams, Brenda

From: Kenkel, Hillary on behalf of Mann, David

Sent: Tuesday, October 1, 2019 12:29 PM

To: Williams, Brenda

Subject: FW: [External Email] Parking problems in OTR/Findlay market

Hi Brenda,

Councilmember Mann requests that the below correspondence be added to the Council Calendar to be referred for a report.

201901548

Thank you,

Hillary Kenkel | Community Affairs Advisor ph. (513) 352-4611

Office of Councilmember David Mann

Cincinnati City Hall

801 Plum Street, Suite 349 | Cincinnati, OH 45202

From: sh218708@gmail.com <sh218708@gmail.com>

**Sent:** Thursday, September 26, 2019 6:41 PM **To:** #COUNCIL <#COUNCIL@cincinnati-oh.gov>

Subject: [External Email] Parking problems in OTR/Findlay market

External Email Communication

#### Good evening,

I am writing to you concerning the current parking situation in the over the Rhine neighborhood, specifically the areas north of liberty around <u>Findlay market</u>. If there is someone on city council who would be better suited to address this matter, please kindly forward this message to them.

I am a new resident of the Over-The-Rhine neighborhood, having moved to the <u>Findlay market</u> area in June of this year. I rent an apartment in the area, and I work as a teacher in west <u>price hill</u>. Every day, I commute to and from work, mainly in the morning and the evening. As a resident, I require a parking space to store my car while it is not being used, mainly during the hours of <u>8pm to 7:30am</u>.

The problem I am having, is that the parking in my area is incredibly restrictive. There are little to no spots for residents near where I live. Elm street, Logan st, and race are almost always devoid of nonmetered spots for residents at any time. The few areas that are unmetered usually have an odd time restrictions, or they are in areas where illegal activity regularly occurs, and where cars have been repeatedly broken into. The main area I have a problem with is on central avenue. I received a 65 dollar ticket for parking during a 2 hour window (7-9am) during a weekday morning on central avenue. I had been parked there on a Sunday night, and received the ticket for being there at 7:30 that Monday morning. This is outrageous. I leave for work at 7:30 in the morning. I realize I misread the sign, but I think the city is going too far with its parking restrictions.

The area is already overrun with pay-to-park spots that cater to the Sam Adams brewery patrons, and those who only come to Findlay market on the weekends. I feel like, as a resident, I have nowhere to legally park my car during the work

week, and have to constantly be on the watch for another parking violation I may be breaking. The fines are also ridiculously high, and I feel it is in poor taste to force me to subsidize the failing street car, or the numerous unpaid parking tickets the city has, with these higher fines.

I pay taxes to the city, and I pay any parking tickets I owe promptly. I pay to park when I need to. But the parking situation is making it impossible to live in this area. Please consider extending the OTR parking permit zone to the area of OTR north of liberty, specifically the <u>Findlay market</u> area. It would help out <u>Findlay market</u> residents greatly, and bring a better source of revenue to the city by adding additional permit holders.

Thank you for taking the time to hear the concerns of one of your constituents. I trust that you will continue to lend your ear to the voice of the people you were elected to serve.

-Steve Heglin



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901548	Communication	Held
	COMMUNICATION, submitted by Councilmember Mann from Steve Heglin, regarding parking problems in OTR/Findlay market areas.	
	Introduced: 10/2/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 10/2/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh	.gov



801 Plum Street, Suite 354 Cincinnati, Ohio 45202

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

Email pg.sittenfeld@cincinnati-oh.gov

Web www.cincinnati-oh.gov

P.G. Sittenfeld

Councilmember

201901566

October 1, 2019

#### **MOTION**

**WE MOVE** that the City Administration prepare an ordinance allocating \$50,000 for the Overthe-Rhine Senior Center, operated by Cincinnati Area Senior Services (CASS), utilizing the General Fund surplus.

Councilmember P.G. Sittenfeld

Col-Referral O Bodget Cologn



801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
Administration prepare an ordinance all	Motion	Held
	Administration prepare an ordinand Senior Center, operated by Cincin	mber Sittenfeld, WE MOVE that the City ce allocating \$50,000 for the Over-the-Rhine nati Area Senior Services (CASS), utilizing the
	Controlling Body: Budget and Finance Committee	
	Meeting Date: 10/9/2019	
	Drafter: sheila.andrews@cincinnati-ol	n.gov



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Phone (513) 352-5205

Email tamaya.dennard@cincinnati-oh.gov

Web www.cincinnati-oh.gov

Tamaya Dennard

Councilmember

201901632

October 21, 2019

#### **MOTION**

We MOVE that the Administration draft a report by January 31, 2020 regarding human services funding. We'd like this report to:

- Be fiscally responsible and avoid gaps in service
- Include a plan and timeline for execution
- Recommend and think through where this responsibility would lie, providing several options
  including: how to move this funding completely in-house and which third-party facilitators,
  aside from United Way of Greater Cincinnati, could take on this type of work
- Consider third-party facilitators who focus on equity, diversity and inclusion

	10 20 m
Councilmember Tamaya Dennard	Councilmember Wendell Young
Councilmember Jeff Pastor	



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Phone (513) 352-5205

Email tamaya.dennard@cincinnati-oh.gov

Web www.cincinnati-oh.gov

Tamaya Dennard

Councilmember

201901632

October 21, 2019

#### **MOTION**

We MOVE that the Administration draft a report by January 31, 2020 regarding human services funding. We'd like this report to:

- Be fiscally responsible and avoid gaps in service
- Include a plan and timeline for execution
- Recommend and think through where this responsibility would lie, providing several options
  including: how to move this funding completely in-house and which third-party facilitators,
  aside from United Way of Greater Cincinnati, could take on this type of work
- Consider third-party facilitators who focus on equity, diversity and inclusion

Councilmember Tamaya Dennard	Councilmember Wendell Young
Councilmember Jeff Pastor	



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title **Current Status** 201901632 Motion Held MOTION, submitted by Councilmembers Dennard, Young and Pastor, WE MOVE that the Administration draft a report by January 31, 2020 regarding human services funding. We'd like this report to: 1. Be fiscally responsible and avoid gaps in service 2. Include a plan and timeline for execution 3. Recommend and think through where this responsibility would lie, providing several options including: how to move this funding completely in-house and which third-party facilitators, aside from United Way of Greater Cincinnati, could take on this type of work 4. consider third-party facilitators who focus on equity, diversity and inclusion. Introduced: 10/30/2019 Controlling Body: Budget and Finance Committee Meeting Date: 10/30/2019 Sponsor(s): Young **Department:** Wendell Young Drafter: sheila.andrews@cincinnati-oh.gov

November 20, 2019

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

From: Patrick A. Duhaney, City Manager

Subject: Emergency Ordinance – Hazard Abatement Fund 347 Budget Adjustment

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the transfer and appropriation of the sum of \$295,100 from the unappropriated surplus of Hazard Abatement Fund 347 to personnel and non-personnel operating budget accounts in the Department of Buildings and Inspections in accordance with the attached Schedule of Transfer, for the purpose of providing resources for staff, training, and equipment to support the newly established Residential Rental Registration program and the Residential Rental Property Inspection Pilot program.

This Emergency Ordinance authorizes the transfer and appropriation of the sum of \$295,100 from the unappropriated surplus of Hazard Abatement Fund 347 to personnel and non-personnel operating budget accounts in the Department of Buildings and Inspections for the purpose of providing resources for staff, training, and equipment to support the newly established Residential Rental Registration program and the Residential Rental Property Inspection Pilot program.

The reason for the emergency is the immediate need to transfer and appropriate the resources needed to implement the Residential Rental Registration program and the Residential Rental Property Inspection Pilot previously authorized by Council.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

#### **EMERGENCY**

**MSS** 

- 2019

**AUTHORIZING** the transfer and appropriation of the sum of \$295,100 from the unappropriated surplus of Hazard Abatement Fund 347 to personnel and non-personnel operating budget accounts in the Department of Buildings and Inspections in accordance with the attached Schedule of Transfer, for the purpose of providing resources for staff, training, and equipment to support the newly established Residential Rental Registration program and the Residential Rental Property Inspection Pilot program.

WHEREAS, Ordinance No. 0405-2019 and Ordinance No. 0406-2019, passed by the City Council on October 30, 2019, amended the Cincinnati Municipal Code to establish the Residential Rental Registration program and the Residential Rental Property Inspection Pilot program, the purpose of which is to remediate substandard rental housing or hazardous conditions in rental housing by ensuring compliance with minimum standards, preventing blight, and ensuring that persons who live in rental housing units are provided decent, safe, and sanitary housing; and

WHEREAS, on November 14, 2019, Council expanded the revenue sources and permissible uses of Hazard Abatement Fund 347 by directing that all fees and charges collected through the Residential Rental Registration program and the Residential Rental Property Inspection Pilot program be deposited into the fund, and further expanding permissible uses of the fund's resources to include costs related to the Residential Rental Registration program and the Residential Rental Property Inspection Pilot program; and

WHEREAS, there is an immediate need to provide resources to the Department of Buildings and Inspections so that these programs can properly be implemented upon their effective dates; now, therefore,

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

Section 1. That the transfer and appropriation of the sum \$295,100 from the unappropriated surplus of Hazard Abatement Fund 347 to personnel and non-personnel operating budget accounts in the Department of Buildings and Inspections in accordance with the attached Schedule of Transfer, by this reference made a part hereof, is hereby authorized for the purpose of providing resources for staff, training, and equipment to support the newly established Residential Rental Registration program and the Residential Rental Property Inspection Pilot program.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to transfer and appropriate the resources needed to implement the Residential Rental Registration program and the Residential Rental Property Inspection Pilot previously authorized by Council.

Passed:	, 2019	
	_	John Cranley, Mayor
Attest:Cle	erk	

#### SCHEDULE OF TRANSFER

#### FY 2020 HAZARD ABATEMENT FUND 347 MID-YEAR ADJUSTMENT ORDINANCE

Fund 347 Hazard Abatement Fund

	I	Appropriation					Appropriation	
REDUCTIONS	Fund Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS				USE ACCOUNTS				
UNAPPROPRIATED SURPLUS	347		295,100	DEPARTMENT OF BUILDINGS & INSPECTIONS				
				PROPERTY MAINTENANCE CODE ENFORCEMENT	347	212	7100	248,500
				PROPERTY MAINTENANCE CODE ENFORCEMENT	347	212	7300	46,600
TOTAL FUND 347 REDUCTIONS			295,100	TOTAL FUND 347 INCREASES				295,100



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title **Current Status** 201901740 **Ordinance** Held ORDINANCE (EMERGENCY), dated 11/20/2019, submitted by Patrick A. Duhaney, City Manager, AUTHORIZING the transfer and appropriation of the sum of \$295,100 from the unappropriated surplus of Hazard Abatement Fund 347 to personnel and non-personnel operating budget accounts in the Department of Buildings and Inspections in accordance with the attached Schedule of Transfer, for the purpose of providing resources for staff, training, and equipment to support the newly established Residential Rental Registration program and the Residential Rental Property Inspection Pilot program. Introduced: 11/20/2019 Controlling Body: Budget and Finance Committee Meeting Date: 11/20/2019 Sponsor(s): City Manager **Department:** City Manager Drafter: sheila.andrews@cincinnati-oh.gov



December 2, 2019

**TO:** Members of Budget and Finance Committee

**FROM:** Patrick A. Duhaney, City Manager

**SUBJECT:** Report - Department of Community and Economic Development Staffing Impact

#### REFERENCE DOCUMENT #201901637

The following Emergency Ordinance submitted by Councilmember Pastor was held by the Budget and Finance Committee and referred for a report:

**AUTHORIZING** the transfer and appropriation of the sum of \$171,000 from the balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the Department of Community and Economic Development's personnel operating budget account no. 050x164x7100 and the transfer and appropriation of the sum of \$50,000 from the balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to the Department of Law's personnel operating budget account no. 050x111x7100, for the purpose of providing one-time operating budget funding for the remainder of FY 2020 to create five new economic development-related positions in order to improve and streamline the development approval process.

This report focuses on the history of staffing in the Department of Community and Economic Development (DCED), the impact of hiring four economic development staff and one attorney in DCED, and the Law Department respectively and the related budget impacts.

#### **History of Staffing in DCED**

The chart below shows the summary of the ten-year historical staffing levels for DCED. For further details related to the specific staffing changes, please refer to the attachment.

Community and Economic Development
Staffing Levels
For Fiscal Years 2011-2020

Fiscal Year	FTE Total
FY 2011	48.4
FY 2012	47.4
FY 2013	48.4
FY 2014	46.4
FY 2015	47.4
FY 2016	56.0
FY 2017	55.0
FY 2018	55.0
FY 2019	49.7
FY 2020	37.0

#### **Impact of Additional Staff in DCED**

If four additional staff are added to DCED, the following is a list of assignments and duties:

Housing Division (Agency 162) – One additional Development Officer:

- Increase DCED capacity to attend recurring Community Council and Community Development Council (CDC) meetings to discuss neighborhood housing projects/concerns. Current capacity limits staff attendance at these meetings.
- Undertake review and recommendation for requests for assistance for housing development projects.
- Initiate requests for proposals (RFP) to sell vacant land owned by the City and marketable for housing. DCED's goal for this was missed this year due to staff constraints.

*Economic Development Division (Agency 164) – Two additional Development Officers:* 

- Increase DCED capacity to attend recurring Community Council and CDC meetings to discuss neighborhood development projects/concerns. Current capacity limits staff attendance at these meetings.
- Undertake business retention and expansion visits to businesses outside of the urban core. This would increase DCED's capacity to visit businesses and assist them in concerns affecting local operations and assist in the retention and expansion of our income tax base (especially as neighborhoods begin to experience more interest from businesses as locations to locate or expand).
- Undertake review and recommendation for requests for assistance for commercial & industrial development projects, including proactively identifying neighborhood opportunities.
- Craft and implement DCED's strategy to train a cohort of minority & disadvantaged businesses for real estate development.

*Major Projects Division (Agency 164) – One additional Development Officer:* 

- Increase DCED capacity to attend recurring Community Council and CDC meetings to discuss neighborhood development projects/concerns. Current capacity limits staff attendance at these meetings.
- Undertake business retention and expansion visits to businesses inside of the urban core. This would increase DCED's capacity to visit businesses and assist them in concerns affecting local operations and assist in the retention and expansion of our income tax base.
- Undertake review and recommendation for requests for assistance for commercial development projects within the Central Business District.

#### **Impact of Adding One Attorney in Law**

If one additional attorney is added to the Law Department for economic development responsibilities, the following is a list of assignments and duties:

• Increase response time for contracts related to DCED's neighborhood business district improvement program and Notice of Funding Availability process which presently have longer contracting timelines.

- Increase Law Department capacity to provide advice and counsel on legal matters related to incentives, development, real estate and land use, right of way, relevant federal and state regulations, and other elements of transactional practice
- Enhance Law Department's ability to draft and negotiate a higher volume of economic and community development transactions
- Expand Law Department's ability to respond to DCED and developer desires to move projects quickly when necessary

#### FY 2020 and FY 2021 Budget Impact of Adding Positions

The cost of adding five positions to the FY 2020 Budget with a January 1<sup>st</sup>, 2020 start date is \$221k in the General Fund. The FY 2021 impact is \$455k. Any position hired could be offset by as much as 10% to 15% with fees generated by DCED. However, that percentage is widely variant, and could be 1% or 20%, based on which division the position would be placed in and what types of work the position would be doing. The cost shown above is the total cost of the positions due to the uncertainty of the impact on revenue.

The FY 2020 Budget projects a deficit of \$7.1 million for FY 2021. While revenue has increased during FY 2020, expenditures have also increased resulting in a projected budget deficit in FY 2021. The Tentative Tax Budget will be submitted to the City Council in December 2019 and the document will detail the projected deficit. The FY 2021 Budget process will then commence with the FY 2021 Recommended Budget being delivered to the Mayor in early May 2020. Any additional expense added in FY 2020 that continues into FY 2021 will result in a larger deficit to close through the combination of revenue increases and/or expenditure reductions.

The budget process also allows the Administration to weigh the needs of all departments to strategically add or reduce staff, so that a structurally balanced budget reflects the best use of General Fund dollars.

cc: Christopher A. Bigham, Assistant City Manager
Philip M. Denning, Director, Department of Community and Economic Development

Attachment: DCED Staffing History FY 2009 to Present

#### Attachment

#### Department of Community & Economic Development All Funds Staffing History FY 2009 - FY 2020

Department	Agency	FY 2009	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
100 - City Manager's Office													
	102 - Office of Budget & Evaluation	2.40	2.40	2.40	2.40		-				y <b>-</b>	•	
	105 - Economic Development	7.00	7.00	7.00	19.00	19.00	-	• 1					-
Total City Manager's Office		9.40	9.40	9.40	21.40	19.00		•	•			•	×.
160 - Community & Economic Development													=
	161 - Director's Office & Administration	17.00	14.00	13.00	11.00	13.40	13.40	12.40	24.00	23.00	22.00	22.00	15.00
	162 - Housing Division	13.00	14.00	15.00	15.00	15.00	17.00	17.00	14.00	13.00	14.00	10.00	9.00
	164 - Economic Development & Major Projects	10.00	10.00	11.00		-	16.00	18.00	18.00	19.00	19.00	17.73	3 13.00
Total Community & Economic Development		40.00	38.00	39.00	26.00	28.40	46.40	47.40	56.00	55.00	55.00	49.73	37.00
Grand Total FTE		49.40	47.40	48.40	47.40	47.40	46.40	47.40	56.00	55.00	55.00	49.73	37.00

For more details regarding the year over year staffing changes, please see below. Please note that the name/organization of the departments, programs, and agencies may have changed over the past 10 years. Please refer to the footnotes for their current names and/or agency consolidation.

FY 2009 – FY 2010 FTE Adjustments (-2.00 FTE): See pages 51-52 in Approved FY 2010 Budget Update.

FY 2010 – FY 2011 FTE Adjustments (1.00 FTE): The Housing Development Program increased by 1.00 FTE due to the creation of a Community Development Analyst position to assist with monitoring, reporting, and record keeping to ensure the Program is in compliance with federal, state, and local regulations.

#### FY 2011 – FY 2012 FTE Adjustments (-1.00 FTE):

City Manager's Office (12.00 FTE) – The Economic Development Division Program increased by 12.00 FTE primarily attributable to the transfer of 11.00 FTE from the Department of Community Development\* to the Economic Development Division Program. The transfer reflects the merger of the Business Development program with Economic Development program. The remaining 1.00 FTE represents personnel for a combined Economic Development/Business Development function.

Community Development\* (-13.00 FTE) – The Community Development Operations Program decreased by 2.00 FTE primarily due to the elimination of an Administrative Technician and a Senior Community Development Analyst. The Business Development

Program decreased by 11.00 FTE due to the transfer of the program to the Economic Development Program in the Office of the City Manager.

#### FY 2012 - FY 2013 FTE Adjustments (0.00 FTE):

City Manager's Office (-2.40 FTE) – The Office of Budget and Evaluation decreased by 2.40 FTE due to the transfer of HUD Compliance and Monitoring Program to the Department of Community Development\*.

Community Development\* (2.40 FTE) – The Operations – Human Services Program\*\* decreased by 1.0 FTE due the transfer of a position to another Department Program. The Community Development Operations Program\*\* increased by 3.40 FTE due to the transfer of 1.0 FTE from another Department Program and the transfer of 2.40 FTE from the Office of Budget an Evaluation Program.

#### FY 2013 – FY 2014 FTE Adjustments (-1.00 FTE):

City Manager's Office (-19.00 FTE) – The Economic Development Division Program decreased by 19.00 FTE primarily due to the transfer of 18.00 FTE from the Economic Development Division Program to the newly established Department of Trade and Development\*. The remaining 1.00 FTE decrease represents the transfer of an Administrative Specialist from the Economic Development Division Program to the Office of the City Manager Program.

**Trade and Development\*** (18.00 FTE) – The Housing Development Program increased by 2.00 FTE. The newly established Economic Development Program increased by 16.00 FTE due to the transfer of personnel from Economic Development from the Department of the City Manager.

FY 2014 – FY 2015 FTE Adjustments (1.00 FTE): The Human Services Program\*\* decreased by 1.00 FTE due to the elimination of an Administrative Specialist position. The Economic Development Program increased by 2.0 FTE due to the addition of a Development Officer position and the transfer of 1.00 FTE from the Compliance and Operations Program\*\* to the Economic Development Program.

FY 2015 – FY 2016 FTE Adjustments (8.60 FTE): The Major/Special Projects Division Program increased by a net 2.00 FTE due to due the elimination of 1.0 FTE and the creation of a Senior Community Development Analyst, a Division Manager, and a Development Officer. The Fiscal & Operations Division Program\*\* increased by 7.00 FTE due to the transfer of 6.0 FTE from other Department Programs and the creation of a Senior Community Development Analyst. The Oversight Monitoring Division Program\*\* increased by 1.60 FTE due to the transfer of positions from other Department Programs. The Housing Division decreased by a net 3.00 FTE due to the transfer of 3.00 FTE due to the transfer of a Senior Community Development Analyst, and the creation of a Development Officer. The Director/Administration Program increased by a net 3.00 FTE due to the transfer of 3.00 FTE from other Department Programs, the transfer of 1.00 FTE to another Department Program, and the creation of a Senior Community Development and Planning Analyst position. The Economic

Development Division Program decreased by 2.00 FTE due to the transfer of positions to other Department Programs.

FY 2016 – FY 2017 FTE Adjustments (-1.00 FTE): The Oversight Monitoring Division Program\*\* decreased by 2.00 FTE due to the elimination of unfilled positions. The Housing Division Program decreased by 1.0 FTE due to the transfer of a position to another Department Program. The Director/Administration Program increased by 1.0 FTE due to the transfer of a position to this program. The Economic Development Division program increased by 1.0 FTE due to the creation of a position.

FY 2017 – FY 2018 FTE Adjustments (0.00 FTE): The Major/Special Project Division Program increased by 1.00 FTE while the Fiscal & Operational Division Program\*\* decreased 1.00 FTE due to a position transfer. No net impact.

FY 2018 – FY 2019 FTE Adjustments (-5.27 FTE): The Major/Special Projects Division Program and the Fiscal & Operational Division Program each decreased by 1.0 FTE due to departmental reorganization. The Housing Division Program also decreased by 4.00 FTE due to departmental reorganization. The Director/Administration Program increased by 1.0 FTE due to the departmental reorganization. The Economic Development Division Program decreased by 0.27 FTE to more accurately reflect part-time employees.

FY 2019 – FY 2020<sup>1</sup> FTE Adjustments (-12.73 FTE): The Director's Office and Administration Agency decreased by 7.0 FTE due to the transfer of 1.0 FTE to Enterprise Services, the elimination of a filled Division Manager, a filled Supervising Management Analyst, a vacant Clerk Typist 3, a vacant Senior Community Development Analyst, a vacant Senior Management Analyst, and a vacant Deputy Director. The Housing Division Agency decreased by 1.0 FTE due to the elimination of a vacant Supervising Community Development Analyst. The Economic Development and Major/Special Projects Division Agency decreased by 4.73 FTE due to the elimination of a Co-Op/Student Intern 3 position, as well as a vacant Development Manager, a vacant Development Officer 4, and two vacant Senior Community Development Analysts.

\*Department currently known as Department of Community and Economic Development (160).

\*\* Program consolidated into Agency currently known as Director's Office & Administration (161).

<sup>&</sup>lt;sup>1</sup> Starting in FY 2020, the Budget Document outlines budgets based on Agency rather than Program.



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901767	Report	Held
		ed by Patrick A. Duhaney, City Manager, y and Economic Development Staffing Impact.
	Introduced: 12/2/2019	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 12/2/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh.	gov



December 2, 2019

**TO:** Members of Budget and Finance Committee

**FROM:** Patrick A. Duhaney, City Manager

**SUBJECT:** Report - Department of Public Services Staffing Impact

#### REFERENCE DOCUMENT #201901642

The Budget and Finance Committee at its session on November 12, 2019 referred the following motion for a report:

"WE MOVE that the Administration provide a report on Public Services staffing levels.

Included in the report, please provide the following:

- Historical staffing levels over a 10 year period
- How may FTEs are needed for Public Services to deliver optimal levels of Basic Services?
- Cost for additional staffing to meet optimal level
- Potential sources for funding additional staffing levels"

This report will provide the staffing history since FY 2008 within the Department of Public Services (DPS), and the cost and impact of hiring additional FTEs for optimal levels of basic services with funding options.

#### **History of Staffing in DPS**

The chart below shows the summary of the historical staffing levels for DPS since FY 2008:

Department of Public Services Staffing Levels For Fiscal Years 2008-2020

Fiscal Year I	FTE Total*	Fiscal Year	FTE Total*
FY 2008	535.75	FY 2015	399.00
FY 2009	506.75	FY 2016	407.00
FY 2010	455.50	FY 2017	412.00
FY 2011	409.50	FY 2018	410.00
FY 2012	397.50	FY 2019	425.00
FY 2013	405.00	FY 2020	444.00
FY 2014	402.00		

<sup>\*</sup>FTE Total does not include employees assigned to the Traffic Services Bureau (TSB) which was moved to the Department of Transportation & Engineering (DOTE) during FY 2020.

Staffing within DPS since FY 2008 has decreased by an overall total of 91.75 FTE.

In FY 2009, positions were eliminated due to service reductions in the Department which included the elimination of the Private Lot Abatement Program (PLAP), and reductions to the White Goods program, the Neighborhood Right-of-Way Cleaning program, and the Central Business District (CBD) Cleaning program.

In FY 2010, various positions were eliminated in the Department of Public Services. The majority of these position eliminations were the result of reductions to the Neighborhood Right-of-Way Cleaning program (corner can service reductions), the Dumpster program, and reductions in the Customer Service Center.

In FY 2011, the Yard Waste Collection program was eliminated in addition to service reductions for greenspace maintenance and reduced hours for the Dumpster program. As such, positions were eliminated in the Department as part of these cost-savings measures.

In FY 2012, positions were eliminated in the Solid Waste Collections program in the Neighborhood Operations Division (NOD) due to route optimization procedures which projected a reduction in necessary labor.

A net increase in the FY 2013 Stub Budget was due to the restoration of the Yard Waste Collection program.

In FY 2014, a net decrease in positions is due to more reductions in the Solid Waste Collections program from both further route optimization and the implementation of fully automated trash trucks reducing the need for two-person truck teams.

A net reduction of positions occurred in FY 2015 as a result of position eliminations in the Right-of-Way Maintenance program in order to meet budget reduction targets.

A net increase of positions occurred in FY 2016 due to the transfer of the Private Lot Abatement Program (PLAP) from the Health Department to DPS.

In FY 2017, DPS experienced a net increase in positions due to the expansion of the Street Sweeping program (funded by the Stormwater Management Fund).

There were no substantive FTE changes made in DPS in FY 2018.

Significant FTE increases occurred in both FY 2019 and FY 2020. In FY 2019, the creation of four new litter pickup crews funded by the Stormwater Management Fund accounted for the 15.0 FTE increase.

In FY 2020, an additional 19.0 FTEs were added to the DPS budget. Of that amount, 12.0 additional FTEs were budgeted as part of service enhancements designed to allow DPS to maintain local roadways with greater speed and efficiency. These enhancements were funded by a \$5.00 per motor vehicle license tax increase. These increases were funded in both the Municipal Motor Vehicle License Tax Fund and the Street Construction, Maintenance and Repair Fund. An

additional 5.0 FTEs were added to the DPS budget for additional litter pickup crews funded by the Stormwater Management Fund. DPS also added a Fleet Services Manager position.

#### **Impact of Additional Staff in DPS**

The Department of Public Services has provided a prioritized list of additional staffing based on their functional areas of service. Because the Department is often in a reactionary mode addressing issues that arise and become pressing on any given day, the Department has a continual backlog of work that needs to be completed, including regular maintenance activities. Additional staffing would be required across all three Divisions within DPS: City Facilities Management (CFM), the Neighborhood Operations Division (NOD), and the Transportation and Road Operations Division (TROD).

#### 1) Collections – 13.0 FTEs Additional Staffing

For optimal service in NOD, the Solid Waste Curbside Collections program would benefit from six additional Sanitation Specialists, six additional Sanitation Helpers, and one additional Administrative Specialist. On an annual basis, these additional thirteen positions would have a budgetary impact of \$897k.

#### 2) Greenspace Maintenance

Greenspace maintenance activities are conducted within NOD. For optimal service levels, DPS estimates that twelve additional Laborers, eight additional Truck Drivers, two additional Service Crew Leaders, and one additional Service Area Coordinator are needed. On an annual basis, these additional twenty-three positions would have a budgetary impact of \$1.5 million.

#### 3) Roadway Pavement General Repair and Maintenance

Within TROD, the general repair of roadway pavement (including potholes) would be enhanced with an additional Motor Equipment Operator, four additional Truck Drivers, two additional Laborers, and eight additional Service Crew Leaders. On an annual basis, these additional fifteen positions would have a budgetary impact of \$1.0 million.

#### 4) Information Technology Services

In order to provide support for the additional activities and staff, DPS estimates that two Computer Systems Analysts would be required to support the Maximo work order system and other Oracle databases. On an annual basis, these additional two positions would have a budgetary impact of \$288k.

#### 5) Roadway Structure Repairs and Maintenance (Guardrails/Attenuators)

Within TROD, the repair and maintenance of roadway structures (guardrails and attenuators) would be enhanced with two additional Electrical Maintenance Workers. On an annual basis, these additional two positions would have a budgetary impact of \$166k.

#### 6) Roadway Hard Surface Repairs (Curbs)

Within TROD, repairs to hard surfaces related to roadway maintenance (curbs) would be enhanced with an additional Laborer and an additional Cement Finisher. On an annual basis, these additional two positions would have a budgetary impact of \$142k.

#### 7) Administrative/Supervisory – 3.0 FTEs Additional Staffing

With additional staffing across all Divisions within DPS, additional supervisory staff will be required to oversee the additional work being performed. DPS estimates that three Assistant Superintendents would be required, one each in CFM, NOD, and TROD. On an annual basis, these additional three positions would have a budgetary impact of \$377k.

#### 8) Call Center

In order to handle an increasing volume of calls related to service requests, DPS estimates that three Senior Customer Service Representatives are needed in the Department's Call Center. On an annual basis, these additional three positions would have a budgetary impact of \$214k.

#### FY 2020 and FY 2021 Budget Impact of Adding Positions

The cost of adding 63 positions would have an annual impact of \$4.6 million starting in FY 2021. There may be some reimbursable work performed by the additional positions, but it is unknown as to the quantity of work that would be eligible for reimbursement in any given year. Therefore, the cost shown above is the total cost of the positions due to the uncertainty of reimbursements.

Please keep in mind that these costs only reflect the personnel and benefits costs related to the 63 additional positions. Additional non-personnel costs for fleet expenses, supplies, and materials will be required to complete the work assigned to the additional personnel. Further research will be done to gather an estimate.

The FY 2020 Budget projects a General Fund deficit of \$7.1 million for FY 2021. While revenue has increased during FY 2020, expenditures have also increased resulting in a projected budget deficit in FY 2021. The Tentative Tax Budget (TTB) will be submitted to the City Council in December and the document will detail the projected deficit. The FY 2021 Budget Update process will then commence with the FY 2021 Recommended Budget Update being delivered to the Mayor in early May. Any additional expense added in FY 2020 that continues into FY 2021 will result in a larger deficit to close through the combination of revenue increases and expenditure reductions.

Public Services also relies on several restricted funds which have also seen revenue increases. As the FY 2021 Budget Update is developed, additional positions may be eligible to be budgeted in the various restricted funds. It is difficult to project mid-year, but there will be an updated estimate presented as part of the FY 2021 budget process.

The FY 2021 budget process also allows the Administration to weigh the needs of all departments to strategically add or reduce staff, so the structurally balanced budget reflects the best use of General Fund dollars.

cc: Christopher A. Bigham, Assistant City Manager Jerry Wilkerson, Public Services Director



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901780	Report	Held
		ted by Patrick A. Duhaney, City Manager, rvices Staffing Impact. (SEE DOC. #
	Introduced: 12/2/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 12/2/2019	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov

# 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

201901795

David S. Mann

Councilmember

December 2, 2019

#### **MOTION**

WE MOVE that the Cincinnati Health Department study Fetal Alcohol Spectrum Disorders and educate its health care providers on the topic;

WE FURTHER MOVE that the Cincinnati Health Department begin trainings to enable providers to diagnose Fetal Alcohol Spectrum Disorders and counsel patients on how to manage its symptoms;

WE FURTHER MOVE that the Health Department and any other relevant City Departments explore requiring warning signs referencing the potentially devastating effects of maternal alcohol consumption on unborn fetuses during pregnancy;

#### **STATEMENT**

Alcohol has a worse impact on a fetus than other drugs; and studies have shown that 95% of women who use drugs also consume alcohol. The CDC recognizes that 1 in 20 people in the United States have a Fetal Alcohol Spectrum Disorder. Given its population of about 300,000, there are an estimated 15,000 people with Fetal Alcohol Spectrum Disorders in the city. Individuals with Fetal Alcohol Spectrum Disorders may have poor executive functioning, adaptive functioning, and working memory, as well as an inability to see cause and effect, dysmaturity, attention problems, and a lack of social awareness. These characteristics can lead to anxiety, acting out, truancy, suspension, and other behavioral issues if the disorder is undiagnosed or mistreated. Finally, as a result, individuals with these disorders unrecognized can engage in criminal activity, substance abuse, and trouble at home and at school.

Undiagnosed and untreated FASDs can also be costly for taxpayers, who will cover the cost of special education, law enforcement, health care, and foster care costs for children with FASDs who are placed in the foster care system. It is therefore both compassionate and good public policy to work through our Health Department to raise awareness of FASDs, as well as to diagnose and treat them wherever we can.



## **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

## File Summary

File Number	Title	Current Status
201901795	Motion	Held
	Department study Fetal Alcohol Sp providers on the topic; WE FURTH begin training to enable providers t and counsel patients on how to ma the Health Department and any rel warning signs referencing the pote	mber Mann, WE MOVE that the Cincinnati Health ectrum Disorders and educate its health care ER MOVE that the Cincinnati Health Department o diagnose Fetal Alcohol Spectrum Disorders nage its symptoms; WE FURTHER MOVE that evant City Departments explore requiring ntially devastating effects of maternal alcohol ring pregnancy; (STATEMENT ATTACHED).
	Introduced: 12/4/2019	Controlling Body: Budget and Finance Committee
	Meeting Date: 12/4/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh	.gov

#51



Date: December 4, 2019

To:

Councilmember Jeff Pastor

From:

Paula Boggs Muething, City Solicitor PBm / LCD

Subject:

Emergency Ordinance - Amending Ord. No. 275-2017 Commercial CRA

Policy

Transmitted herewith is an emergency ordinance captioned as follows:

**AMENDING** Ordinance No. 275-2017, as amended by Ordinance No. 339-2018, regarding the commercial policies of Community Reinvestment Area real property tax exemptions, to (i) set a policy by which City Council authorizes the City Administration to approve Community Reinvestment Area real property tax exemptions that are in accordance with the policies previously set by City Council without further approval by Council and (ii) clarify the eligible length of real property tax exemptions for commercial projects of historical or architectural significance in downtown Cincinnati.

PBM/KMG/(lnk) Attachment 302221

#### **EMERGENCY**

## City of Cincinnati

# KMG/PBm/LBB

## An Ordinance No.

- 2019

**AMENDING** Ordinance No. 275-2017, as amended by Ordinance No. 339-2018, regarding the commercial policies of Community Reinvestment Area real property tax exemptions, to (i) set a policy by which City Council authorizes the City Administration to approve Community Reinvestment Area real property tax exemptions that are in accordance with the policies previously set by City Council without further approval by Council and (ii) clarify the eligible length of real property tax exemptions for commercial projects of historical or architectural significance in downtown Cincinnati.

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

WHEREAS, 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, Ordinance No. 275-2017, passed by City 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 structures (including residential structures of four units or more) in the Community Reinvestment Area; and

WHEREAS, City Council desires to amend the Commercial Policy Ordinance to (i) set a policy by which City Council authorizes the City Administration to approve Community Reinvestment Area real property tax exemptions that are in accordance with the Commercial Policy Ordinance without further approval by City Council and (ii) clarify the eligible length of abatement for commercial projects of historical or architectural significance in downtown Cincinnati; now, therefore,

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

Section 1. That Section 2 of Ordinance No. 275-2017, passed by City Council on September 27, 2017 (the "Commercial Policy Ordinance"), is hereby amended to set a policy by which City Council authorizes the City Administration to approve Community Reinvestment Area real property tax exemptions ("CRAs") that are in accordance with the Commercial Policy

Ordinance without further approval by City Council. The existing Section 2 of the Commercial Policy Ordinance is hereby repealed in its entirety and replaced with the following, with insertions indicated in underline and deletions indicated in strikethrough:

Section 2. That City Council hereby (i) authorizes (a) the City Administration to approve real property tax exemptions for Commercial Improvements (as defined below) without any further authorization by City Council and (b) the City Manager to execute all related CRA Agreements (as defined below) if: (1) the proposed Commercial Improvements are projected to cost \$10,000,000 or less (as certified by the developer), (2) the terms of the real property tax exemption are consistent with this ordinance, including the Points Determination (as defined below and if applicable), as amended, and (3) the CRA Agreement to be executed is substantially consistent with the form of CRA Agreement attached to this ordinance as Exhibit C (such form as may be updated, amended, or modified by the City Solicitor or her designee, in her sole discretion) and (ii) requests that the City Administration include a determination consistent with the point system attached hereto as Exhibit A (the "Points Determination") when transmitting a all other Community Reinvestment Area ("CRA") real property tax exemption ordinances to City Council pertaining to the remodeling or new construction of a commercial structure, a mixed-use structure or a residential structure containing four or more units (excluding owneroccupied residential condominium structures) (collectively, "Commercial Improvements") and located outside of the area depicted on Exhibit B (the area depicted on such exhibit being the "Streetcar VTICA Area"). The period and percentage of the real property tax exemption determined by the City Administration shall be in accordance with the Points Determination except as described in Section 3 below.

Section 2. That Section 3 of the Commercial Policy Ordinance is hereby amended consistent with Section 1 of this ordinance. The existing Section 3 of the Commercial Policy Ordinance is hereby repealed in its entirety and replaced with the following, with insertions indicated in <u>underline</u> and deletions indicated in <u>strikethrough</u>:

Section 3. That irrespective of the foregoing Section, the City Administration may make a determination that a Catalytic Project (as defined below), a project within a Targeted Neighborhood (as defined below), or an Undercapitalized Project (as defined below) warrants an abatement term and/or percentage up to the maximum amounts permitted pursuant to the ordinance establishing the CRA passed on or prior to the date hereof (the "Reauthorizing Ordinance"), even if such recommendation is inconsistent with such project's Points Determination. The Department (as defined below) shall (i) for proposed Commercial Improvements with a projected cost in excess of \$10,000,000 (as certified by the developer), award a real property tax abatement with a term and percentage up to the maximum amounts under the Reauthorizing Ordinance (notwithstanding the Points Determination) and (ii) for all other proposed Commercial Improvements, explain in detail any determination made under this section as part of its approval recommendation to Council. As used herein:

- (a) "Targeted Neighborhood" means a neighborhood which, in the five years preceding the proposed project, has lacked significant investment in real estate development relative to other neighborhoods in Cincinnati based on the existing condition of the neighborhood's commercial and housing stock. The City Administration, acting through the Department of Community and Economic Development (the "Department"), shall identify such Targeted Neighborhoods.
- (b) "Catalytic Project" means a project, as determined by the City Administration, that:
  - (i) includes a substantial amount of investment in real estate development relative to the average real estate development in the neighborhood of the project; or
  - (ii) is likely to have a substantial effect in encouraging additional investment or real estate development in the neighborhood of the project.
- (c) "Undercapitalized Project" means a project, as determined by the City Administration, that:
  - (i) would not be financially feasible if limited to a CRA abatement calculated solely using the Points Determination; and
  - (ii) is expected to result in public benefits (e.g., job creation, neighborhood services, community enhancement, or elimination of blight) that would warrant an exception to the Points Determination.

Section 3. That Section 10 of the Commercial Policy Ordinance is hereby amended to make it clear that Commercial Improvements in the Streetcar VTICA Area (each as defined in the Commercial Policy Ordinance) are eligible for a historic extension pursuant to Ohio Revised Code Section 3735.67(D)(1). The existing Section 10 of the Commercial Policy Ordinance is hereby repealed in its entirety and replaced with the following, with insertions indicated in underline and deletions indicated in strikethrough:

Section 10. That within the Streetcar VTICA Area, (a) Commercial Improvements may be granted real property tax exemptions of up to 100 percent for up to 15 years the maximum term permitted under the Reauthorizing Ordinance and (b) Commercial Improvements which obtain U.S. Green Building Council Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum or projects which obtain a Living Building Challenge ("LBC") Net

Zero, Full, or Petal (which must comply with the requirements of "Energy Petal" of the LBC) (collectively, "LBC Qualified" and the attainment of such criteria being "LBC Qualification") shall not be subject to gap financing analysis.

Section 4. That Section 13 of the Commercial Policy Ordinance is hereby amended consistent with Section 1 of this ordinance. The existing Section 13 of the Commercial Policy Ordinance is hereby repealed in its entirety and replaced with the following, with insertions indicated in <u>underline</u> and deletions indicated in <u>strikethrough</u>:

Section 13. That irrespective of (a) the Points Determination submitted to City Council with any CRA ordinance or (b) any recommendation with respect to a proposed tax exemption for a Commercial Improvement in the Streetcar VTICA Area, for proposed Commercial Improvements with a projected cost exceeding \$10,000,000 (as certified by the developer), City Council retains the authority to deny such exemption applications or to award an exemption at any level and for any period up to the maximum permitted pursuant to the Reauthorizing Ordinance. Recommendations and Points Determinations provided by the City Administration with respect to a real property tax exemption for proposed Commercial Improvements with a projected cost exceeding \$10,000,000 (as certified by the developer) pursuant to this ordinance are intended for City Council's information and consideration, but shall in no way bind City Council to take, or refrain from taking, any action whatsoever, whether consistent or inconsistent with any such recommendation or Points Determination.

Section 5. That the Commercial Policy Ordinance is hereby amended by adding an Exhibit C in the form attached to this ordinance as Exhibit C.

Section 6. That this ordinance shall only apply to CRA applications for commercial projects (including residential projects containing four or more units) received on and after the date of passage of this ordinance.

Section 7. That all applications made, exemption agreements executed, and exemptions granted pursuant to the Commercial Policy Ordinance shall continue in force in accordance with the provisions of the ordinance applicable to that application, agreement, or exemption in effect at the time of the application, execution of the agreement, or grant of exemption, respectively.

Section 8. That existing Sections 1, 4-9, 11-12, 14-20 of the Commercial Policy Ordinance shall remain in full force and effect.

Section 9. That the proper City officials are hereby authorized to do all things necessary to carry out the provisions of this ordinance.

Section 10. That the Clerk of Council is directed to send a certified copy of this

ordinance to the County Auditor of Hamilton County as a matter of information.

Section 11. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to expedite the approvals of CRAs so that the commercial projects may commence construction at the earliest possible time.

Passed:		, 2019	
			John Cranley, Mayor
Attest:	Clerk		

Deletions are struck through. Additions are underlined.

# EXHIBIT C to Ordinance

[SEE ATTACHED]

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

This Community Reinvestment Area Tax Exemption Agreement (this "<u>Agreement</u>") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "<u>City</u>"), and COMPANY NAME, an Type of 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. 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 [address] (the "Property"), as further described in <a href="Exhibit A">Exhibit A</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/construction] of a building located on the Property [to...insert LEED and/or LBC standard that the project will meet], 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 <a href="Exhibit B">Exhibit B</a>, 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 School District (the "Board of Education"), pursuant to an agreement with the City entered into on July 2, 1999 (as amended), 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 twenty-five percent (25%) 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.
- Q. This Agreement has been authorized by Ordinance No. \_\_\_\_\_-2019, passed by Cincinnati City Council on , 2019.

P. [insert appropriate VTICA language if applicable]

R. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

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

Project. Upon issuance of the necessary zoning and building approvals, the Section 1. Company agrees to construct/remodel [description of improvements] on the Property (the "Improvements") at an estimated aggregate cost of \$[\_\_\_\_\_] to commence after the execution of this Agreement and to be completed no later than \_\_\_\_\_; 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/construction] shall be in compliance with applicable building code requirements and zoning regulations, as well as complying with [LBC or LEED standard the project will meet]. The Company hereby represents that [AS APPLICABLE] (a) it has registered with the U.S. Green Building Council with intent to certify compliance ), or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC [ 1. In addition to the foregoing. (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "ADA"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "Contractual Minimum Accessibility Requirements" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Real Property Tax Exemption. Subject to the satisfaction of the conditions set Section 2. forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of [ ]% 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 [#] 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/construction], (B) the cost of [remodeling/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/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 nor extend beyond the earlier of (i) tax year [\_\_\_] or (ii) the end of the [\_\_\_\_] ([\_\_]<sup>th</sup>) year of exemption.

- Section 3. <u>Use: Maintenance: Inspections</u>. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.
- Section 4. <u>Compliance with Board of Education Agreement</u>. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.
- Section 5. <u>Duty of Company to Pay Taxes</u>. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.
- Section 6. <u>Company Certifications Regarding Non-Delinquency of Tax Obligations.</u> As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.
- Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.
- Section 8. <u>City Cooperation</u>. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
- Section 9. <u>Continuation of Exemptions</u>. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under

this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. <u>City Not Liable</u>. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

#### Section 11. <u>Small Business Enterprise Program</u>. <sup>1</sup>

- A. <u>Compliance with Small Business Enterprise Program.</u> The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
  - (i) Including qualified SBEs on solicitation lists.
  - (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
  - (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
  - (iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.
  - (v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.
  - (vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.
- B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. <u>Jobs</u>. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

<sup>&</sup>lt;sup>1</sup> Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

#### Section 13. <u>Job Creation and Retention</u>.

- A. <u>Jobs to be Created by Company</u>. The Company agrees to use its best efforts to create (i) [\_\_\_\_] full-time permanent jobs, (ii) [\_\_\_\_] full-time temporary construction jobs, (iii) [\_\_\_\_] part-time permanent jobs, and (iv) [\_\_\_\_] 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 constructionremodeling, and in the case of the other jobs described herein, the job creation period shall begin upon completion of constructionremodeling and shall end three (3) years thereafter.
- B. <u>Company's Estimated Payroll Increase</u>. The Company's increase in the number of employees will result in approximately (i) \$[\_\_\_\_] of additional annual payroll with respect to the full-time permanent jobs, (ii) \$[\_\_\_\_] of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs, (iii) \$[\_\_\_\_] of additional annual payroll with respect to the part-time permanent jobs, and (iv) \$[\_\_\_\_] of additional annual payroll prior to the completion of the Project with respect to the part-time temporary construction jobs.
- C. <u>Community Reinvestment Area Employment</u>. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.
- D. <u>Posting Available Employment Opportunities</u>. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.
- Section 14. <u>Equal Employment Opportunity</u>. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.
- Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.
- Section 16. <u>Default</u>. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to

effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. <u>Annual Review and Report</u>. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "<u>Annual Review and Report</u>"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

#### Section 18. Revocation.

- Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer Α. shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.
- B. <u>Prior Statutory Violations</u>. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

#### Section 19. False Statements; Penalties; Material Representations.

A. <u>Generally</u>. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this

Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

Material Representations - Board of Education Agreement [and VTICA]. The 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. <u>Conflict of Interest</u>. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. <u>Annual Fee.</u> As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. <u>Discontinued Operations</u>. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. <u>Notices</u>. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

City of Cincinnati

Attention: Director of the Department of Community and Economic Development Centennial Plaza Two, Suite 700 805 Central Avenue Cincinnati, Ohio 45202

To the Company:		
<del></del>		

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

- Section 24. <u>Acknowledgment of City Participation</u>. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.
- Section 25. <u>Entire Agreement</u>. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.
- Section 26. <u>Governing Law.</u> This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.
- Section 27. <u>Waiver</u>. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.
- Section 28. <u>Severability</u>. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.
- Section 29. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.
- Section 30. 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. <u>Legislative Action Required</u>. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.
- Section 33. <u>Additional Representations and Warranties of Company</u>. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.
- Section 34. <u>Certification as to Non-Debarment</u>. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.
- Section 35. <u>Appeals</u>. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

#### Section 36. Wage Enforcement.

- (i) <u>Applicability</u>. Council passed Ordinance No. 22-2016 on February 3, 2016, which ordained Chapter 326 (Wage Enforcement) of the Cincinnati Municipal Code (the "<u>Wage Enforcement Chapter</u>"). The Wage Enforcement Chapter was then amended by Ordinance No. 96-2017, passed May 17, 2017. As amended, the Wage Enforcement Chapter imposes certain requirements upon persons entering into agreements with the City whereby the City provides an incentive or benefit that is projected to exceed \$25,000, as described more particularly in the Wage Enforcement Chapter. Cincinnati Municipal Code Section 326-5 requires that the language below be included in contracts subject to the Wage Enforcement Chapter.
- (ii) <u>Required Contractual Language</u>. Capitalized terms used, but not defined, in this clause (ii) have the meanings ascribed thereto in the Wage Enforcement Chapter.
- (a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.
- (b) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to include provisions in solicitations and contracts regarding a Development Site that all employers, Contractors or Subcontractors performing or proposing to perform work on a Development Site provide an initial sworn and notarized "Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee and, within 30 days of an Adverse Determination or Complaint of Wage

Theft or Payroll Fraud, shall provide an "Amended Affidavit Regarding Wage Theft and Payroll Fraud" on a form prescribed by the city manager or his or her designee.

- (c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.
- (d) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall include in its contracts with all Contractors language that requires the Contractors to provide the authorizations set forth in subsection (c) above and that further requires each Contractor to include in its contracts with Subcontractors those same obligations for each Subcontractor and each lower tier subcontractor.
- (e) If this Agreement is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this Agreement shall post a conspicuous notice on the Development Site throughout the entire period work is being performed pursuant to the Agreement indicating that the work being performed is subject to Cincinnati Municipal Code Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.
- (f) Under the Wage Enforcement provisions, the City shall have the authority, under appropriate circumstances, to terminate this contract or to reduce the incentives or subsidies to be provided under this contract and to seek other remedies, including debarment.
- Section 37. <u>Legal Requirements</u>. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

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

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

CITY OF CINCINNATI,	COMPANY NAME,					
an Ohio municipal corporation	an Type of Company					
By:	Printed Name:					
	Date:	, 2019				
	Authorized by resolution	on dated				
Recommended by:						
Philip M. Denning, Director Department of Community and Economic Developmen	t					
Approved by:						
Markiea L. Carter, Director Department of Economic Inclusion						
Approved as to Form:						
Assistant City Solicitor						
Certified Date:						
Fund/Code:						
Amount:						
By: Karen Alder, City Finance Director						
Karen Alder, City Finance Director						

#### **Exhibit A to CRA Agreement**

#### **LEGAL DESCRIPTION OF PROPERTY**

TO BE ATTACHED

#### **Exhibit B to CRA Agreement**

#### **APPLICATION FOR TAX EXEMPTION**

TO BE ATTACHED



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

Title File Number **Current Status** 201901808 **Ordinance** Held ORDINANCE, (EMERGENCY) submitted by Paula Boggs Muething, City Solicitor to Councilmember Jeff Pastor on 12/4/2019, AMENDING Ordinance No. 275-2017, as amended by Ordinance No. 339-2018, regarding the commercial policies of Community Reinvestment Area real property tax exemptions, to (i) set a policy by which City Council authorizes the City Administration to approve Community Reinvestment Area real property tax exemptions that are in accordance with the policies previously set by City Council without further approval by Council and (ii) clarify the eligible length of real property tax exemptions for commercial projects of historical or architectural significance in downtown Cincinnati. Introduced: 12/4/2019 Controlling Body: Budget and Finance Committee Meeting Date: 12/4/2019 Sponsor(s): City Manager **Department:** City Manager

Drafter: sheila.andrews@cincinnati-oh.gov

#### Williams, Brenda

From:

Kenkel, Hillary on behalf of Mann, David

Sent:

Tuesday, December 3, 2019 3:08 PM

To:

Williams, Brenda

Cc:

Paraskevopoulos, Ioanna

Subject:

FW: [External Email] Westwood Crime and Safety Concerns That Must Be Addressed

201901840

Attachments:

Independent Speed Study Harrison Ave. 3139 September 21st 2019.xlsx

Hi Brenda,

Councilmember Mann requests that this correspondence be added to the Council Calendar.

Thank you,

Hillary Kenkel | Community Affairs Advisor

ph. (513) 352-4611

Office of Councilmember David Mann

Cincinnati City Hall

801 Plum Street, Suite 349 | Cincinnati, OH 45202

**To:** Cranley, Mayor <mayor.cranley@cincinnati-oh.gov>; ClerkOfCouncilEmail <ClerkOfCouncil@cincinnati-oh.gov>; #COUNCIL <#COUNCIL@cincinnati-oh.gov>; info@westwoodcivic.org; Jones, Aaron <Aaron.Jones@cincinnati-oh.gov>

Subject: [External Email] Westwood Crime and Safety Concerns That Must Be Addressed

External Email Communication

Mr. Mayor, Council Members and Valued Organizations,

I will begin by stating that I and my family are long time, proud residents of Westwood. We are engaged in community events and affairs and promote the neighborhood and the city with confidence and vigor. Recently, my entire family decided to take a large risk and invest several hundreds of thousands of dollars into the neighborhood by purchasing the entire old Keidel Plumbing Supply Campus from Keidel, Inc., improving properties and venturing into the formation of our own small business concept, Wondercade. Our business will be an all ages, welcoming and unique space not only for Westwood but our city as a whole. The neighborhood and its new and growing entertainment businesses are enthusiastic supporters in our endeavors as we attempt to add to the culture and atmosphere of our revitalizing neighborhood.

However, our risk seems to be more compounded by safety concerns from both crime and traffic (more on traffic below). Our building(s) and business will be located directly across from the now former Subway restaurant. We expected to have this anchor across from us for the future to not only drive traffic to us but as a viable business partner and neighbor. So you can understand why we were alarmed to learn that the owner was moving out due to an ongoing robbery problem. That not once or twice but multiple times this business has been robbed at gunpoint. This is not only unacceptable but it makes us second guess and hesitate on our decision to place a business within the Westwood Town Hall District.

From repeated attempts to alleviate and calm the traffic issues over the last few years by reaching out to District 3, I have been repeated told that targeted enforcement was coming. I was told that there was certainly an active patrol and presence in the neighborhood to deter crime and vandalism. Well I am saying right here and right now that this is not true. There is no feeling of presence in this corner of the neighborhood. Even the promise of a traffic speed indication sign was not fulfilled on Harrison Avenue in the business district. If there is indeed focused and strategic patrols, then

why wasn't a cruiser almost always present when the Subway was closing? (The predominant time of the robberies). By the owner's statement to the press there had been at least 9 robberies in 5 years. Doesn't that indicate a pattern that should be addressed?

Many locations that have been developed in the Westwood Town Hall District by Westwood Town Hall such as Westside Brewing, Henke Winery and Muse Café enjoy extra lighting, great foot traffic and an established greater and closer parking availability. Just a short block down from this bustling section is now our noticeably darker, less traveled and more park and short walk establishment. Now made darker and quieter by the closing of Subway.

We plan to open our establishment early in 2020 (read as February – March) As started we have sunk many hundreds of thousands of dollars already into our properties and will continue spending many thousands more in order to bring the businesses that will occupy these spaces to life. One of our businesses tenants will be an office of Cradle Cincinnati, an initiative by Cincinnati Children's Hospital to decrease the infant mortality rate in Cincinnati by providing education and information about those critical first months and years of life to families. Are we to expect TWO family orientated businesses to be the constant victims of crime and always in danger of injury and death due to reckless driving and speeding?

We are told as business owners to keep good lighting and keep cameras on premise and we shall. And while light is indeed a deterrent and cameras are helpful they are nothing to the reputation that a consistent police presence can provide. Cheviot, just to our north, has bright white lights lining their business district on BOTH sides of the street. I had to work with the city for months to convince them to put up two more of our dim orange cast lights on the opposite side of Harrison Avenue from my buildings. Cheviot also has well posted speed limits and crosswalks and that speed is enforced to the point where Cheviot has the reputation of a speed trap. This reputation is invaluable because it precedes active enforcement and therefore becomes enforcement itself. Below I will address my own personal observations of speeding and traffic in the last 6 months since taking passion of the building at 3143 and 3139 Harrison Avenue. I have provided data on the attached spreadsheet of recorded speeds and the correlating information concerning them. I can assure you Harrison Avenue in Westwood Town Hall District has only one speed limit sign facing one direction that is difficult to see and that in 6 months of working at our buildings on Harrison and 16 years of living in Westwood I have never witnessed what I would call significant if any traffic enforcement.

In the end shouldn't the independent, tax paying, job creating, neighborhood building and law abiding business owners be able to expect a noticeable and felt police presence for our customers, our employees and our very treasured businesses. Failing this a growing feeling of insecurity will work to undo all that so many in this neighborhood have worked so long to set right in it? So much progress of community building and investment within the city limits, within the neighborhood where we live, play, worship and learn can be all for not without innovating the way businesses are supported for security and safety. This is NOT an indictment of our valued police officers and city officials. It is merely a call action for a change of tactics and focus. It is time for the city to re-examine how District 3 functions and patrols our streets. It is time to re-examine how our streets are lighted and marked. This time is HERE and the time is NOW. Westwood business owners have risked and sacrificed their sweat and treasure. We should not be left to shed our blood.

Please see traffic opinions and data below and attached.

Respectfully, Sincerely and Seriously,

Bill Rich

NewStep Properties, LLC

Supercade, LLC

To whom it may assist:

Attached and below are the results of an informal traffic study of speed, congestion, signage (or lack thereof) and observations of the overall need for traffic calming and enforcement in the corridor of Harrison Avenue in the Westwood Historic Business District from the Cheviot line to Montana Avenue. Attached are results of a speed study taken with a radar detector.

#### Observations:

- 1) Harrison Avenue entering the business district at Westwood Town Hall is chaotic. Very often the two lanes entering the district become a "drag race" as cars in the right lane try to pass the left lane traffic before running into legally parked cars of patrons to the many new and vibrant businesses on Harrison Avenue. It would make a great deal of common sense to make the right lane a turn only lane. Only a short time watching this intersection function as such would lead to this common sense conclusion.
- 2) The traffic entering the business district from the direction of Cheviot are traveling extremely fast and are also practicing the same type of "drag race" to get in front of other cars as they rapidly and dangerously approach parked vehicles of people visiting and patronizing businesses. Results of the excessive speeds are recorded and averaged in the attached spreadsheet.
- 3) There is only one speed limit sign on this entire stretch of road. Even if people were inclined to follow the speed limit of 30 MPH they would have little to no way of knowing that limit as there is only one speed limit sign in front of Westside Brewing facing Northbound traffic. This sign is also frequently difficult to see. No other sign exists approaching the business district for northbound traffic well before Montana Avenue. There is also no sign concerning speed from the Cheviot line through Montana Avenue at all.
- 4) Even though recently there have been improvements in Pedestrian marking the neighborhood remains exceptionally unmarked and dangerous for walkers. If this neighborhood is to become and remain a walnut community there must be more crosswalks and crosswalk designations. There is no crosswalk at all crossing Urwiler Avenue. This effectively cut off the northern section of the business district from the southern section. And it cuts off this northern section from the public parking lot next to the Henke Winery.
- 5) There must be a concerted effort to enforce any improvements. After repeated requests and pleading by many residents and business owners there has not even been a speed sign placed in the heart of the business district much less active patrol to hand out traffic citations. It is obvious from other neighborhoods such as Cheviot that traffic citations work as a deterrent. A few well enforced days would go far to designate this strip as a "speed trap" in people's minds. If this enforcement has been attempted it has eluded my noticing from many hours of observation.

Speed Data Attached:



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
201901840	Communication	Held
	COMMUNICATION, submitted by Councilmember Mann from Bill Rich regarding Westwood Crime and Safety Concerns That Must Be Addressed.	
	Introduced: 12/11/2019 Controlling Bod	Controlling Body: Budget and Finance Committee
	Meeting Date: 12/11/2019	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh.	gov

Dear Council Member My name is Mr. Juy Ulinston Leake Am 68 a Wiet-Nam Era Air Force Ueteran. I would like you to fund the Safe-Harbor program for the Elderly this program is vital to our existance it kelps us When we get code violations from the City! I served my country with pride + honor now its time to help us Uete + Elderlez we need you to fund the Safe Harbor program! Your Sincerly Mr. Jay W. Teah P.S. BLESS YOU! (3)

Paston/NC



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000046	Communication	Held
	COMMUNICATION, submitted by regarding the Safe Harbor program	Councilmember Pastor from Jay Winston Leahr, n for the elderly.
	Introduced: 1/15/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 1/15/2020	
	Drafter: sheila.andrews@cincinnati-o	n.gov



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

Phone (513) 352-5205

Email tamaya.dennard@cincinnati-oh.gov

Web www.cincinnati-oh.gov

202000095

#### Tamaya Dennard

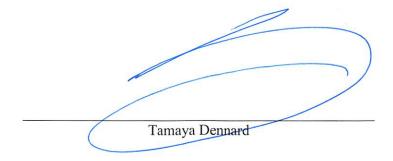
Councilmember

January 21, 2020

#### MOTION

I MOVE that the City of Cincinnati transfer the balance of the capital improvement project account no. 980x164x171637, "Bond Hill-Roselawn Community Partnership", specifically the amount that is not currently encumbered for a development project in accordance with the existing developer agreement, so that such remaining funds can be reallocated and made available for use by the Community Economic Advancement Initiative ("CEAI") solely for the purpose of providing resources for capital improvement in the Bond Hill-Roselawn community for the purpose of stabilization and revitalization. The original agreement as outlined in Ordinance No. 175-2016 (see attached) created a partnership between CEAI, the Port of Greater Cincinnati Development Authority ("the Port") and the City of Cincinnati.

Availability of such funds will be contingent upon an amendment of the original development agreement between CEAI, the Port and the City of Cincinnati, for which funds were originally appropriated in the amount of \$3,000,000. Upon execution of the amended development agreement between those parties, Council requests that the Administration provide an ordinance carrying out the terms described in this motion for Council consideration.



#### **STATEMENT**

The economic wealth gap that persists between the Black and White communities in the City of Cincinnati is staggering. Economic and community development must become a reality throughout all of Cincinnati; not just some neighborhoods. Cincinnati's renaissance and resurgence must be inclusive. For far too long, transformative investments in majority African-American communities by African-American people has been eluded. You can't build wealth in the Black community without ownership.

#### **EMERGENCY**

#### City of Cincinnati



### An Ordinance No. 175

2016

ESTABLISHING new capital improvement program project account no. 980x164x171637, "Bond Hill - Roselawn Community Partnership"; AUTHORIZING the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of the Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x164x171637, "Bond Hill - Roselawn Community Partnership," for the purpose of providing resources for the creation of a new partnership between the Port of Greater Cincinnati Development Authority and the Community Economic Advancement Initiative ("CEAI"). subject to the terms and conditions of a development agreement to be entered into between the City of Cincinnati, the Port of Greater Cincinnati Development Authority and CEAL in order to provide resources for capital improvements in the Bond Hill - Roselawn community; ESTABLISHING new fund, Fund No. 358, "Bond Hill - Roselawn Stabilization and Revitalization Development Fund"; and to the extent that FY 2016 General Fund surplus funds are available on or after October 2016, AUTHORIZING the Director of Finance to deposit the sum of \$1,000,000 from the FY 2016 General Fund surplus funds into newly established Fund No. 358. "Bond Hill - Roselawn Stabilization and Revitalization Operations Fund," for the purpose of providing \$200,000 annually for a period of five years, commencing on or after October 31, 2016, which funds shall be made available to CEAI for operations purposes related to future development projects in the Bond Hill - Roselawn community, subject to the terms and conditions of a development agreement to be entered into between the City of Cincinnati and CEAI for the purpose of further stabilization and revitalization of the Bond Hill - Roselawn community.

WHEREAS, the Bond Hill - Roselawn Community Partnership project will help stabilize and revitalize the Bond Hill - Roselawn community; and

WHEREAS, the partnership between the City of Cincinnati, the Port of Greater Cincinnati Development Authority, and CEAI regarding future development projects in Bond Hill and Roselawn will further help to stabilize and revitalize the Bond Hill – Roselawn community; and

WHEREAS, the stabilization and revitalization of the Bond Hill - Roselawn community is a public purpose; now, therefore,

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

Section 1. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x171637, "Bond Hill - Roselawn Community Partnership," for the purpose of providing resources for the creation of a new partnership

between the Port of Greater Cincinnati Development Authority and the Community Economic Advancement Initiative (CEAI), which will help provide resources for capital improvements in the Bond Hill - Roselawn community.

Section 2. That the transfer and appropriation of the sum of \$3,000,000 from the unappropriated surplus of the Miscellaneous Permanent Improvement Fund 757 to the newly established capital improvement program project account no. 980x164x171637, "Bond Hill - Roselawn Community Partnership," is hereby authorized for the purpose of providing resources for the creation of a new partnership between the Port of Greater Cincinnati Development Authority and the CEAI, which will help provide funds for capital improvements in the Bond Hill - Roselawn community, which funds shall be subject to a development agreement to be entered into between the City of Cincinnati, the Port of Greater Cincinnati Development Authority and CEAI.

Section 3. That the Bond Hill - Roselawn Community Partnership project is hereby declared to serve a public purpose because the project will help stabilize and revitalize the Bond Hill - Roselawn community.

Section 4. That the Director of Finance is hereby authorized to establish new fund. Fund No. 358, "Bond Hill - Roselawn Stabilization and Revitalization Operations Fund," for the purpose of providing resources to fund CEAI's operations related to future development projects in the Bond Hill - Roselawn community pursuant to the terms and conditions of a development agreement to be entered into between the City of Cincinnati and CEAI.

Section 5. To the extent that FY 2016 General Fund surplus funds are available on or after October 2016, that the Director of Finance is hereby authorized to deposit the sum of \$1,000,000 from the FY 2016 General Fund surplus funds, which funds shall be deposited into

newly established Fund No. 358, "Bond Hill - Roselawn Stabilization and Revitalization Development Fund," for the purpose of providing \$200,000 annually for a period of five years, commencing on or after October 31, 2016, which funds shall be made available to CEAI for operations purposes related to future development projects in the Bond Hill - Roselawn community, subject to the terms and conditions of a development agreement to be entered into between the City of Cincinnati and CEAI for the purpose of further stabilization and revitalization of the Bond Hill - Roselawn community.

Section 6. That the proper City officials are hereby authorized to use and expend the sum of \$3,000,000 in accordance with the provisions of Sections 1 and 2 hereof.

Section 7. That the proper City officials are hereby authorized to use and expend the sum of \$1,000,000 in accordance with the provisions of Sections 4 and 5 hereof.

Section 8. That Sections 1 through 7 hereof shall become effective as of July 1, 2016.

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 the immediate need to have funding in place to carry out the City's Fiscal Year 2017 Capital Improvement Program, which begins July 1, 2016.

Passed: (

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Clo

John Cranley, Ma

CERTIFY THAT ORDINANCE No.  $\frac{\sqrt{2}}{2}$ 

₩**1**11 (1 e)

CLERK OF COUNCIL



Title

File Number

#### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

**Current Status** 

#### **File Summary**

202000095 Motion

MOTION, submitted by Councilmember Dennard I MOVE that the City of Cincinnati

transfer the balance of the capital improvement project account no. 980x164x171637, "Bond Hill-Roselawn Community Partnership", specifically the amount that is not currently encumbered for a development project in accordance with the existing developer agreement, so that such remaining funds can be reallocated and made available for use by the Community Economic Advancement Initiative ("CEAI") solely for the purpose of providing resources for capital improvement in the Bond Hill-Roselawn community for the purpose of stabilization and revitalization. The original agreement as outlined in Ordinance No. 175-2016 (see attached) created a partnership between CEAI, the Port of Greater Cincinnati Development Authority ("the Port") and the City of Cincinnati. Availability of such funds will be contingent upon an amendment of the original development agreement between CEAI, the Port and the City of Cincinnati, for which funds were originally appropriated in the amount of \$3,000,000. Upon execution of the amended development agreement between those parties, Council requests that the Administration provide an ordinance carrying out the terms described in this motion for Council consideration. (STATEMENT ATTACHED).

Introduced: 1/23/2020 Controlling Body: Budget and Finance Committee

Meeting Date: 1/23/2020

**Drafter:** sheila.andrews@cincinnati-oh.gov



February 4, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

Subject: Presentation – Department of Economic Inclusion: Staffing & Significant Budget Issues

Attached is the Department of Economic Inclusion's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on February 4, 2020.

cc: Christopher A. Bigham, Assistant City Manager

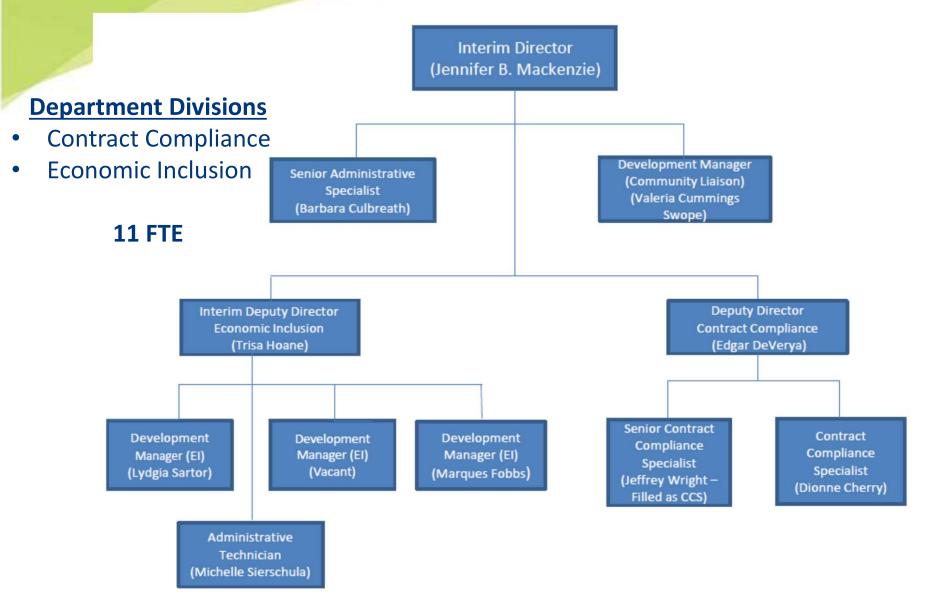


# Department of Economic Inclusion Budget Presentation

**Budget & Finance Committee** 

February 4, 2020

#### **Economic Inclusion**



### **Economic Inclusion Budget History**

General Fund Operating Budget FY 2018 – FY 2020

	FY 2018	FY 2019	FY 2020
Personnel Compensation	669,853	657,020	681,244
Fringe Benefits	219,822	229,100	197,466
Non-Personnel Expenses	229,203	83,770	87,620
Total	1,118,878	969,890	966,330

### **Economic Inclusion Budget History**

Restricted Funds Operating Budget FY 2018 – FY 2020

#### **Income Tax – Infrastructure Fund 302**

	FY 2018	FY 2019	FY 2020
Personnel Compensation	229,030	236,350	256,600
Fringe Benefits	72,260	79,020	88,640
Non-Personnel Expenses	12,990	0	0
Total	314,280	315,370	345,240

# Economic Inclusion Department Significant Issues Staffing

Primary Responsibilities of Development Managers and Contract Compliance Specialists (Currently five total FTEs):

Approximately 300 Open Contracts (\$330M) Monitored for Inclusion

More than 215 Contracts (\$300M) Monitored for Federal, State and Local Prevailing Wage Compliance

**Approximately 85 Contracts Subject Only to Wage Enforcement Requirements** 

93 Bid and RFP Reviews in 2019

**Approximately 350 Prevailing Wage Determinations in 2019** 

356 Certifications Vetted in the Past 12 Months

# Economic Inclusion Department Significant Issues Disparity Study

Chapter 324, Minority and Women Business Enterprise Program

- Scheduled to Sunset 12/31/2020 Per CMC 324—7(b) UNLESS Council finds, after an appropriate study, that statistically significant disparity continues to exist and extends the program.
  - RFI published earlier this fiscal year to determine timeline and estimated cost
    - 12 15 Months from Initiation to Final Report
    - Cost Estimate: \$800,000

## QUESTIONS?





801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000156	Presentation	Held
		ubmitted by Patrick A. Duhaney, City Manager, Inclusion Staffing and Significant Budget
	Introduced: 2/4/2020	Controlling Body: Budget and Finance Committee
Meeting Date: 2/4/2020  Department: City Manager  Drafter: sheila.andrews@cincinnati-oh.gov	Sponsor(s): City Manager	
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	ı.gov



February 4, 2020

To: Budget and Finance Committee

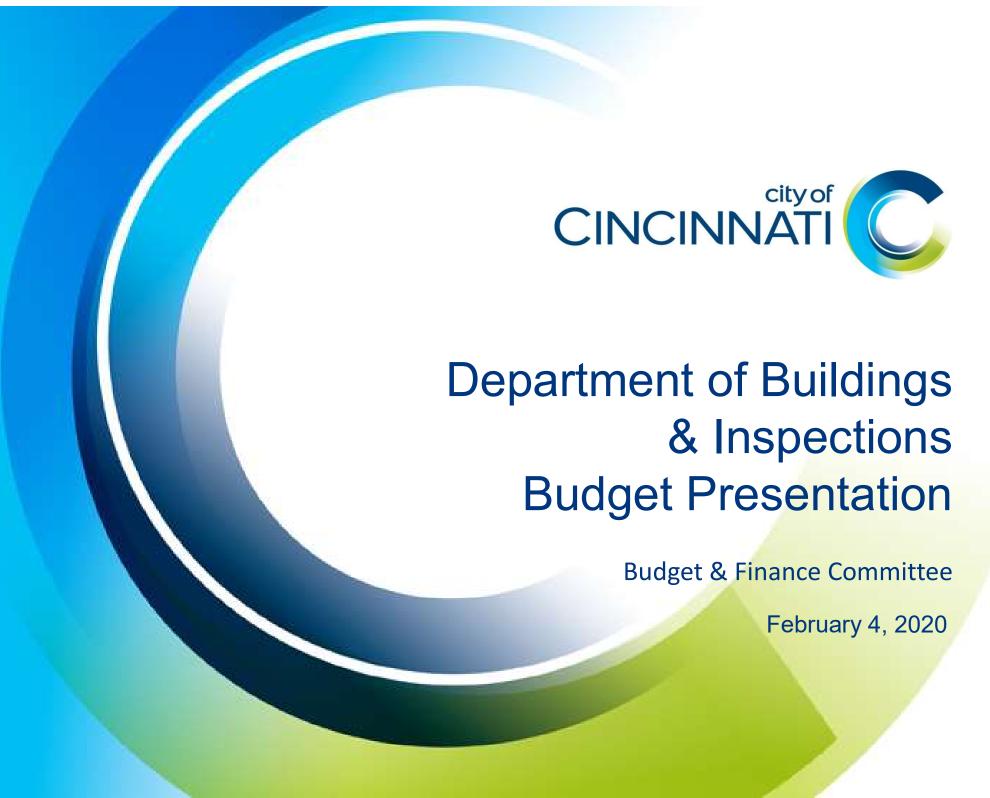
From: Patrick A. Duhaney, City Manager

Subject: Presentation – Department of Buildings & Inspections: Staffing & Significant Budget

**Issues** 

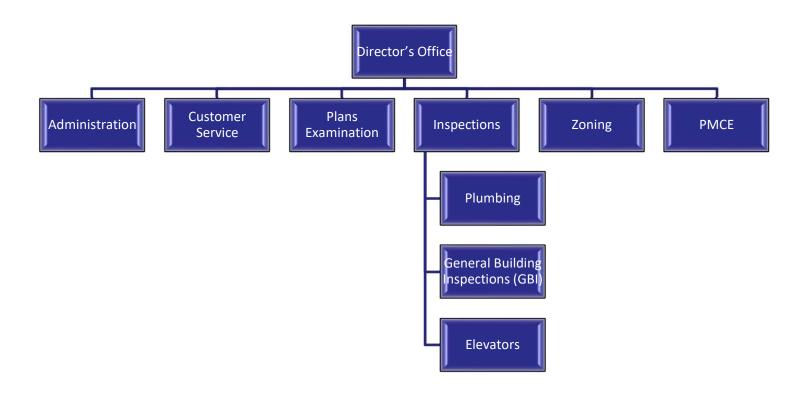
Attached is the Department of Buildings & Inspections' presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on February 4, 2020.

cc: Christopher A. Bigham, Assistant City Manager



### **Buildings and Inspections**

**Summary Organization Chart** 



# Buildings and Inspections Budget History

General Fund Operating Budget FY 2018 – FY 2020

	FY 2018	FY 2019	FY 2020
Personnel Compensation	6,374,900	6,781,100	6,262,170
Fringe Benefits	2,706,140	2,841,170	2,576,740
Non-Personnel Expenses	1,244,920	746,810	734,440
Total	\$ 10,325,960	\$ 10,369,080	\$ 9,573,350

# Buildings and Inspections Budget History

Restricted Funds Operating Budget FY 2018 – FY 2020

	FY 2018	FY 2019	FY 2020
Income Tax-Infrastructure Fund 302	67,500	64,130	62,370
Hazard Abatement Fund 347	1,025,220	1,025,220	1,033,610
Building Code Sales Fund 631	6,950	7,090	7,090
Total	\$ 1,099,670	\$ 1,096,440	\$1,103,070

# Buildings and Inspections Significant Issues - Staffing for General Building Inspections (GBI)

#### **Construction Inspectors**

- Safety compliance needs to be more streamlined and regulated.
- Inspections for more complex structures will enhance our ability to provide safety of the public and the development community at the forefront.
- Targeted PVA: Delayed hiring of an Inspector 2 and held an Inspector 1 vacant.
- Staffing Request: 2 FTEs
  - Release of Inspector 1 position with an upgrade to Inspector 2
  - Addition of an Inspector 2 position

# Buildings and Inspections Significant Issues - Staffing for PMCE

#### Vacant Building Registration

- Vacant buildings constitute a much greater safety hazard than occupied properties due to the inability of a person on site to alert first responders in the event of an emergency, such as a fire and/or vandalism.
- The problems are compounded especially when the owner does not reside in the immediate vicinity.
- There are approximately 8,000 vacant buildings throughout the City.
- The Vacant Building Registration Program will fill the gap between the established VBML and the VFPR programs.
- Staffing Request: 7 FTEs
  - 1- Assistant Supervisor
  - 1- Permit Technician
  - 5 Inspector 1

# Buildings and Inspections Significant Issues - Miscellaneous

#### **HARBOR**

- Designed by B&I in response to a request by the Mayor and the City Council.
- Funded for one fiscal year (FY 2018) at \$400,000.
- Assisted 16 owner-occupied homeowners.
- Requesting \$700,000 Projected to assist 35 homeowners at an average of \$15,000 per home. (Includes a 23% Administrative Fee)
- Punitive/court action is potentially preventable with HARBOR.

## QUESTIONS?





801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000157	Presentation	Held
	PRESENTATION, dated 2/4/2020, submitted by Patrick A Duhaney, City Manager, regarding Department of Buildings and Inspections Staffing and Budget Issues.	
	Introduced: 2/4/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/4/2020	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov

202000231

3784 Powner Road Cincinnati, Ohio 45248 January 30, 2020

Councilmember David Mann 801 Plum Street Cincinnati, Ohio 45202

#### Councilmember Mann:

I am writing in the hope you would initiate legislation to curb the predatory actions of private parking vendors in the Over the Rhine area of Cincinnati. Specifically, the parking area located at 1440 Walnut Street. On January 26, 2020, I had occasion to park at this location. I anticipated I would need two hours for dinner at a nearby restaurant and paid, by credit card, for two hours of parking. Upon my return, I found my vehicle missing.

After searching the parking area, I was able to find a sign; somewhat obscured behind several others, that had notice of towing for overtime parking. Upon contacting the towing company, At Your Service Towing, a very rude individual informed me that my vehicle was towed to 816 Sycamore Street, and I would be required to pay \$157.00, in cash, to retrieve my auto. When I asked why my vehicle was towed, he stated that I had parked without paying. I assured him he was incorrect.

My wife and I began looking for a bank teller machine as we walked the many blocks to 816 Sycamore Street. Upon entering the facility, I was told my vehicle was towed, not because I failed to pay as was originally stated, but because I was eight minutes late returning to retrieve my car.

The parking lot where I had parked is not staffed so I am uncertain as to the exact time my vehicle was towed but I believed I returned within my two hour limit. If we accept the premise that I was eight minutes late, my fine amounts to a charge of over \$18.00 per minute from a parking facility that charge during premium parking hours, five cents per minute. I find my fine to be excessive and unwarranted based on the alleged violation of being eight minutes late.

I would request legislation prohibiting the towing of vehicles from private parking until at least one hour after the parking ticket expires. I would also recommend allowing the parking company to charge the registered credit card based on any additional time used by the tardy consumer up to the one hour limit before towing. Finally, I find the need for the cash only method of payment to be unfair and totally unwarranted especially when a credit card is used to make the initial payment at a self service automated kiosk. This unnecessary requirement of cash only is especially disconcerting to patrons who do not carry large amounts of cash and must trying to find a bank teller machine during the late evening hours in an unfamiliar environment.

While I am extremely familiar with the area, I cannot imagine what an infrequent visitor would have felt in this type of circumstance. I thank you for your attention to this matter and pray you will advance legislation to stop these predatory practices which are greed based, unnecessary, and drive consumers away from doing business in the city of Cincinnati.

Sincerely,

Vincent L. Demasi



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000231	Communication	Held
	•	Councilmember Mann from Vincent L. Demasi, edatory actions of private parking vendors in the
	Introduced: 2/12/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/12/2020	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh.	gov



#### February 18, 2020

To: Mayor and Members of City Council

From: Patrick A. Duhaney, City Manager

Subject: Fertility, Surrogacy, and Adoption Coverage Benefit Options

#### REFERENCE DOCUMENT #202000081

The Budget & Finance Committee, at its meeting on February 4, 2020, referred the following item for report:

MOTION, submitted by Councilmember Jeff Pastor. WE MOVE that the City Administration determine the cost of providing fertility, surrogacy, and adoption coverage as part of the City's preferred provider option plan and its benefits offerings for City employees.

Fifteen states, including Ohio, currently have mandates addressing infertility coverage. Ohio's mandate requires coverage to diagnose infertility, as well as preventive care services related to infertility. Ohio's mandate does not require coverage of infertility treatment such as Intrauterine Insemination (IUI), In Vitro Fertilization (IVF), or prescription medications related to such treatments.

Because the City of Cincinnati is self-insured, it is not required to cover any infertility services under the Ohio mandate. Regardless, the City of Cincinnati voluntarily complies with the State of Ohio's mandate to cover medically necessary diagnostic and preventive services related to infertility. No state currently has requirements for surrogacy coverage for an individual who is not enrolled as a member on the plan.

The below chart provides the estimated annual cost to the City of Cincinnati for the most common plan designs for comparable cities that do offer coverage:

	Infertility & Stipend Coverage Options and Estimated Annual Cost			
Coverage Options	Cover IUI and Prescriptions <sup>2</sup> : \$5,000 Annual Max	Cover Infertility Prescriptions Only <sup>3</sup> : \$10,000 Annual Max	Allowance to Cover <u>Any</u> Infertility Treatment: \$10,000 Lifetime Max	Stipend for Adoption and/or Surrogacy <sup>4</sup> : \$3,500 Per Family Max
Estimated Annual	Timed Wax	<del>410,000 <u>11111011111111111</u></del>	<u> </u>	renamy max
Cost <sup>1</sup>	\$ 250,000	\$ 500,000	\$ 500,000	\$ 350,000

- 1. Cost assumptions are based on 50 plan members with infertility diagnosis enrolled in the City of Cincinnati medical plan annually.
- 2. Option includes IUI and medication only, does not include coverage for IVF.
- 3. Option includes all infertility treatments, including IVF.
- 4. Assumption based on 2% of full-time employees utilizing the stipend annually for either adoption or surrogacy. This benefit would be outside of the City's health care plan.

Some considerations to keep in mind when considering the addition of fertility coverage to the City's medical plans:

1. Additional cost to the City by adding infertility coverage (approximately \$250k - \$500k annually) benefits less than ½ of 1% of the health plan participants (approximately 50 individuals of the 12,900 enrolled).

- 2. The average cost nationally per round of infertility treatment ranges between \$4,500 \$20,000 (including both medical and prescription costs), depending on the course of treatment.
- 3. Individual insurance policies specific to surrogacy are available.
- 4. There are cost savings programs in place to assist those individuals in need of fertility treatment who do not have access to insurance coverage for such treatment, including:
  - a. Multiple state and national foundation-based infertility grant programs and scholarships;
  - b. Manufacturer programs to offset or cover the total cost of prescription medications; and
  - c. Individual, low cost financing options through organizations that provide treatment.

The following chart summarizes benefits provided for (1) coverage for diagnosed infertility; (2) stipends provided outside the health plan for adoption and/or surrogacy expenses; and (3) parental leave (or adoption leave) policies for the City of Cincinnati, as well as comparable regional municipalities, New York, San Francisco, and the states of Ohio and Indiana:

Public Employer	Med/Rx Benefit Covers Infertility  Treatment <sup>1</sup>	Surrogacy and/or Adoption Stipend Outside the Health Plan <sup>2</sup>	Parental Leave Benefit <sup>3</sup>
City of Cincinnati	No	No	6 weeks Parental Leave @ 70% of pay; concurrent with FMLA
City of Columbus	No	\$3,500 reimbursement for adoption only	6 weeks Parental Leave @ 70% of pay; concurrent with FMLA
City of Dayton	No	No	6 weeks Parental Leave @ 70% of pay; concurrent with FMLA
City of Cleveland	Medication Only via Prescription Drug Plan	No	FMLA Only
City of Indianapolis	No	No	Parental Leave: 150 hours paid; concurrent with FMLA
City of Louisville	Yes; \$10,000 lifetime max   Medical precertification required	No	FMLA Only
City of Lexington	No	No	Adoption: 6 weeks unpaid; concurrent with FMLA
City of Milwaukee	No	No	FMLA Only
City of Chicago	Yes; 60% - 90% coinsurance   Medical precertification required	No	Parental leave: Paid 2 weeks (adoption/spouse or equal partner) or 4-6 weeks for delivering mother; concurrent with FMLA
City of St. Louis	No	No	FMLA Only
City of Minneapolis	Al and prescription coverage only (No IVF)   \$5,000 annual max per member	No	Parental leave: 3 weeks paid; concurrent with FMLA
City of San Francisco	50% covered; limitations apply	\$15,000 lifetime reimbursement for adoption and/or surrogacy	6 weeks Parental Leave @ 60%-70% of pay; concurrent with FMLA
City of New York	State policy: up to three cycles of IUI/IVF Medical precertification required	No	6 weeks Parental Leave @ 100% of pay; concurrent with FMLA
State of IN	No	No	Parental Leave: 150 hours; concurrent with FMLA
State of OH	No	In lieu of parental leave; can receive up to \$2,000 reimbursement for	6 weeks Parental Leave @ 70% of pay; concurrent with FMLA

- 1. Infertility treatment coverage for purposes of chart above refers to coverage of medications and medical procedures utilized by the member with an intended outcome of a successful pregnancy.
- **2**. Between 2-4% of all US families have adopted; less than 3% of all US children under 18 are adopted. Surrogacy data is not well tracked, but in general 9 children are born via surrogacy in each state annually.
- **3.** Parental leave policies include coverage for the birth of a new-born child and/or for adoption of a minor child. The City does not track Parental Leave costs according to the biological/adoptive status of the child. For 2019, CHRIS data shows that 122 employees used a total of 12,019.45 hours of paid Parental Leave (average of 98.52 hours per employee), at a total cost to the City of \$398,038.12 (an average \$3,262.61 per utilizing employee).

The Administration recommends no changes to the City's policies related to fertility, surrogacy, or adoption coverage at this time. The City's health plans and HR policies remain consistent with other Ohio and regional peer cities.

Should City Council decide to implement some level of fertility coverage within the City's health plans, such coverage could be effective within 6 weeks from the date requested. Should Council decide to implement an adoption/surrogacy stipend, this would need to be accomplished outside of the City's health plan. The Administration would need time to develop and implement a policy in-line with standard practices.

For additional information, please contact Risk Management at 352-3337.

c: Karen Alder, Finance Director William Maurice Brown, HR Director



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status	
202000255	Report	Held	
	REPORT, dated 2/18/2020, submitted by Patrick A. Duhaney, City Manager, regarding the Fertility, Surrogacy, and Adoption Coverage Benefit Options.		
	Introduced: 2/18/2020	Controlling Body: Budget and Finance Committee	
	Meeting Date: 2/18/2020	Sponsor(s): City Manager	
	Department: City Manager		
	Drafter: sheila.andrews@cincinnati-oh	gov	

#### EMERGENCY

## City of Cincinnati



## An Ordinance No.

- 2020

ESTABLISHING new capital improvement program project account no. 980x164x201639, "Freeman District Improvements," for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed cultural and entertainment district, the "Freeman District," in cooperation with The Port; and AUTHORIZING the transfer and appropriation of \$500,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to newly established capital improvement program project account no. 980x164x201639, "Freeman District Improvements," for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed Freeman District, in cooperation with The Port.

WHEREAS, the City is working with The Port to establish a cultural and entertainment district which will be called the "Freeman District"; and

WHEREAS, the first step in creating the Freeman District is the acquisition of certain real property, which is estimated to cost up to \$500,000; and

WHEREAS, the City wishes to dedicate resources for acquisition of property necessary to establish the Freeman District from funds available for such purposes; now, therefore,

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

Section 1. That the new capital improvement program project account no. 980x164x201639, "Freeman District Improvements," is hereby established for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed cultural and entertainment district, the "Freeman District," in cooperation with The Port.

Section 2. That the sum of \$500,000 is hereby transferred and appropriated from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to newly established capital improvement program project account no. 980x164x201639, "Freeman District Improvements," for the purpose of providing

resources for permanent improvements, including but not limited to property acquisition, within the proposed cultural and entertainment district, the Freeman District, in cooperation with The Port.

Section 3. That the proper City officials are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 and 2 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 acquire property within the cultural and entertainment district.

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



202000287

Date: January 22, 2020

To:

Councilmember Tamaya Dennard

From:

Paula Boggs Muething, City Solicitor

Subject:

Emergency Ordinance - Freeman District Capital Account and Funding for

Acquisition

Transmitted herewith is an emergency ordinance captioned as follows:

ESTABLISHING new capital improvement program project account no. 980x164x201639, "Freeman District Improvements," for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed cultural and entertainment district, the "Freeman District," in cooperation with The Port; and AUTHORIZING the transfer and appropriation of \$500,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to newly established capital improvement program project account no. 980x164x201639, "Freeman District Improvements," for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed Freeman District, in cooperation with The Port.

PBM/MSS/(lnk) Attachment 304764-4



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title Current Status

202000287 Ordinance Held

ORDINANCE, (EMERGENCY) submitted by Councilmember Dennard from Paula Boggs Muething, City Solicitor on 1/22/2020, ESTABLISHING new capital improvement program project account no. 980x164x201639, "Freeman District Improvements, "for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed cultural and entertainment district, the "Freeman District," in cooperation with The Port; and AUTHORIZING the transfer and appropriation of \$500,000 from General Fund balance sheet reserve account no. 050x2580, "Reserve for Weather Related Events, Other Emergency and One-Time Needs," to newly established capital improvement program project account no. 980x164x201639, "Freeman District improvements," for the purpose of providing resources for permanent improvements, including but not limited to property acquisition, within the proposed Freeman District, in cooperation with The Port.

Introduced: 1/22/2020 Controlling Body: Budget and Finance Committee

Meeting Date: 8/2/2021 Sponsor(s): Budget and Finance Committee

**Department:** Clerk of Council

Drafter: Robert.Neely@cincinnati-oh.gov



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greg.landsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

Greg Landsman

202000292

February 12, 2020

#### AN UPDATED APPROACH TO HUMAN-SERVICES FUNDING

The United Way of Greater Cincinnati has generously managed most of our human services funds but has informed the Administration that they no longer wish to do so after some have suggested we go in a different direction. As a result, the Administration proposed several options for Council consideration. In response, and with a commitment to results-based governance, I am proposing the following process.

This process will ensure that taxpayers are getting the greatest impact and that those who receive these services get the best results possible. It also ensures a seamless transition with the United Way and would not undermine existing Human Services Funding.

#### STEP ONE: SEAMLESS TRANSITION (ADMINISTRATION)

We ask the Administration to work with the United Way on a seamless transition. If the Administration needs to extend the United Way contract to ensure there are no interruptions to services that they do so, so long as the United Way is willing and able. The Administration and United Way would determine the length of that extension for Council approval.

#### STEP TWO: REQUEST FOR RESULTS (ADMINISTRATION)

The process would begin with the Administration asking the community for input on which results are most important to them and their neighborhood (e.g. increasing employment rates, increasing access to quality housing, reducing gun violence). This would begin the shift from human service categories and programs to the results that we collectively want to achieve.

#### STEP THREE: PRIORITY RESULTS SELECTED (COUNCIL)

Through a motion or ordinance, Council would vote on priority results that would allow the Administration to manage a non-political process to select partners that are in the best position, given their proposals, to help the City achieve these results. The Administration would need additional capacity to manage this process, which Council would need to approve as part of the 2020 budget.



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

Phone: (513) 352-5232

Email: greg.landsman@cincinnati-oh.gov

Web: www.cincinnati-oh.gov

Greg Landsman

Councilmember

Council would provide direction on funding amounts per result, as well as additional parameters we would want the Administration to consider in selecting partners, such as ensuring diversity in providers (and their boards) as well as those partners closest to the individuals we serve (who often get left out despite having the most impact).

## STEP FOUR: COMPETITIVE, RESULTS-BASED PARTNERS SELECTED (ADMINISTRATION)

As stated above, the Administration would manage a competitive, non-political, and results-based process to select partners that are in the best position to achieve the priority results that Council selected, with input from the community.

#### STEP FIVE: RESULTS-BASED CONTRACTS (ADMINISTRATION)

In accordance with the Performance-Based Contracts ordinance that was passed in 2018, the Administration would enter into performance or results-based contracts with each partner selected.

The Administration should leverage the Human Services Advisory Committee (HSAC) throughout the process.

We believe the only two (2) additional staff would be needed, which would cost no more than \$200,000. Any administrative costs above that which is paid to the United Way would be secured outside of the current funding so as to not undermine services at all.

**WE MOVE** that the Administration provide a report on how best to implement this process, and offer a plan for Council's approval.



801 Plum Street, Suite 346B Cincinnati, Ohio 45202

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Web: www.cincinnati-oh.gov

Greg Landsman Councilmember		



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000292	Motion	Held
	UPDATED APPROACH TO HUMA Greater Cincinnati has generously in has informed the Administration that suggested we go in a different direct several options for Council consider	tted by Councilmember Landsman, AN N-SERVICES FUNDING. The United Way of managed most of our human services funds but t they no longer wish to do so after some have stion. As a result, the Administration proposed ration. In response, and with a commitment to posing the following process. (BALANCE ON
	Introduced: 2/18/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/18/2020	Sponsor(s): Landsman
	Department: Greg Landsman	
	Drafter: sheila.andrews@cincinnati-oh	dov



202000327

Date: February 12, 2020

To:

Councilmember Greg Landsman

From:

Paula Boggs Muething, City Solicitor

Subject:

Ordinance - Amending Chapter 871 "Landlord-Tenant Relationships" Limit

Cap on Residential Rental Late Fees

Transmitted herewith is an ordinance captioned as follows:

MODIFYING the provisions of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by AMENDING Section 871-9, "Obligations of Landlords and Tenants," to ensure that residential rental agreements set forth fair and reasonable provisions for the assessment and collection of late fees.

PBM/KKF/(lnk) Attachment 306759

KKF (15)

## City of Cincinnati

## An Ordinance No.

- 2020

**MODIFYING** the provisions of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code, by AMENDING Section 871-9, "Obligations of Landlords and Tenants," to ensure that residential rental agreements set forth fair and reasonable provisions for the assessment and collection of late fees.

WHEREAS, excessive late fees substantially burden residential tenants, especially tenants with limited and fixed incomes, do not protect the legitimate financial interest of landlords, and lead to unnecessary evictions; and

WHEREAS, charging excessive late fees that go beyond the administrative cost of a landlord's acceptance of late rent is an unconscionable penalty on residential tenants; and

WHEREAS, late fees are not excessive if they are reasonably related to the landlord's administrative costs of accepting late rent, which include late fees charged to the landlord by the landlord's mortgage company; and

WHEREAS, existing provisions in the Cincinnati Municipal Code that limit the amount of late fees that can be charged to a tenant do not adequately account for the administrative cost to some landlords of accepting late rent; now, therefore,

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

Section 1. That Section 871-9, "Obligations of Landlords and Tenants," of Chapter 871, "Landlord-Tenant Relationships," of Title VIII, "Business Regulations," of the Cincinnati Municipal Code is hereby amended to read as follows:

#### Sec. 871-9. – Obligations of Landlords and Tenants.

- (a) In every rental agreement there shall be imposed upon the landlord the following obligations to the tenant:
  - (1) The landlord shall conform to the "Obligations of Landlords" as set out in Section 5321.04 of the Ohio Revised Code.
  - (2) The landlord shall maintain the rental unit in substantial compliance with the provisions applicable to landlords in the Cincinnati Ohio Basic Building Code, the Cincinnati Fire Prevention Code, and the regulations of the board of health;

- (3) So long as the tenant continues to meet their obligation under paragraph 871-9(b)(2), no landlord shall raise the agreed rent for the rental unit above the rent charged for comparable rental units, or otherwise increase the obligations of the tenant in any way, or terminate the tenancy, or bring an action for forcible entry and detainer, in retaliation for the tenant's pursuing any right or remedy under this chapter or because:
  - (A) The tenant has complained in good faith to the landlord or their agent or employees of conditions in or affecting the tenant's rental unit which the tenant believes may constitute a violation of the Cincinnati Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law.
  - (B) The tenant has complained in good faith to a body charged with the enforcement of the Cincinnati Ohio Basic Building Code, the Fire Prevention Code, or the regulations of the board of health, or any other law of a condition in or affecting the rental unit which the tenant believes may constitute a violation of such codes, regulations or other laws; or
  - (C) In response to a complaint of the tenant, the body charged with enforcement of the Cincinnati Ohio Basic Building Code, the Fire Prevention Code, the regulations of the board of health or any other law has served a notice or complaint of a violation on the landlord, agents, or employees of the landlord.
- (4) Within six months after the occurrence of any event referred to in this paragraph 871-9(a)(3), an action for forcible entry and detainer shall be presumed to be in retaliation for that event and the landlord shall not be entitled to recover possession unless the landlord proves by a preponderance of the evidence that:
  - (A) The tenant is committing waste, creating a nuisance, using the rental unit for an illegal purpose or for other than living or dwelling purposes, or substantially impairing the quiet enjoyment of the property by the other occupants of the property; or
  - (B) The landlord desires possession of the rental unit for immediate use as landlord's own abode; or
  - (C) The rental unit must be vacated in order to make necessary repairs; or
  - (D) The landlord plans permanently and immediately to remove the rental unit from the rental market.

- (5) The obligations of a tenant under any agreement or under this chapter shall not be modified by this section, but failure of the tenant to perform any obligations other than those specified in paragraphs 871-9(b)(2) and 871-9(a)(4) shall not be grounds for eviction.
- (6) Prior to entry into the rental agreement and thereafter upon request by the tenant, the landlord shall provide to the tenant:
  - (A) A copy of all rules and regulations concerning the use, occupancy and maintenance of the rental unit, appurtenances thereto, and the property of which the rental unit is a part, and;
  - (B) A copy of the "Notice to tenants" set out in paragraph 871-11(a) and shall obtain from the tenant a written acknowledgement by the tenant of receipt of the rules and regulations and the "Notice to tenants" set out in paragraph 871-11(a): and
  - (C) A complete copy of the written rental agreement, if any.
- (7) When a tenant provides a security deposit the landlord shall provide the tenant with a signed receipt for the security deposit and all rental payments, except for payments made by personal check of the tenant, at the time the security deposit or rental payments are made.
- (8) Upon a tenant's request, all landlords who own and control more than twenty-five rental units and require a security deposit shall offer to accept at least one of the options described in paragraph 871-9(a)(8)(A-C) in lieu of the required security deposit:
  - (A) Rental security insurance that satisfies the following criteria:
    - (i) The insurance provider is an approved carrier licensed by, and in good standing with, the Ohio Department of Insurance;
    - (ii) The coverage is effective upon the payment of the first premium and remains effective for the entire lease term; and
    - (iii) The coverage provided per claim is no less than the amount the landlord requires for security deposits.
  - (B) Payment of the security deposit over a series of no less than six equal monthly installment payments, which installments shall be due on the same day as the monthly rent payment and which may be paid together with the monthly rent payment in a single transaction, absent separate agreement by the landlord and tenant; or

- (C) Payment of a reduced security deposit, which amount shall be no more than fifty percent of the monthly rental rate charged for the subject rental unit.
- (D) Prior to entering into a rental agreement, a landlord shall provide the tenant written notice of the available security deposit alternatives consistent with paragraph 871-11, "Notice to Tenants."
- (E) If rental security insurance meeting the criteria in this paragraph 871-9(a)(8) is not available within the corporate limits of city of Cincinnati, a landlord shall satisfy his or her obligations under this paragraph 871-9(a)(8) by offering, at his or her option, one of the rental security deposit alternatives described in paragraph 871-9(a)(8)(B-C).
- (F) The provisions of this paragraph 871-9(a)(8) shall not apply to a deposit placed with a landlord to secure the availability of a rental unit more than sixty days prior to the commencement of the rental period.
- (9) A tenant who elects to provide rental security insurance in lieu of a required security deposit shall not be required to provide additional security or insurance coverage per claim in an amount greater than the amount required for security deposits.
- (10) If the rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, the total amount of that late payment fee for any month may not exceed fifty dollars (\$50.00) or five ten percent (510%) of the monthly contract rent, whichever amount is greater.
- (11) The landlord shall not:
  - (A) Charge interest on a late fee;
  - (B) Impose a late fee more than one time on a tenant's single late payment of rent; or
  - (C) Impose a late fee on a tenant for the late payment or nonpayment of any portion of the rent for which a rent subsidy provider, rather than the tenant, is responsible for paying.
- (b) In every rental agreement there shall be imposed upon the tenant the following obligations to the landlord:
  - (1) The tenant shall conform to the "Responsibilities of occupants" as set out in the Cincinnati Ohio Basic Building Code and to the "Obligations of Tenant" as set out in Section 5321-05 of the Ohio Revised Code.

- (2) The tenant shall tender the agreed rent at the agreed time and place, and in the agreed manner except:
  - (A) When the tenant has made any payment to a utility supplier for utility services to the rental unit which, by the rental agreement, is the obligation of the landlord, the tenant may deduct the amount of such payments from the rent.
  - (B) When the landlord has failed to comply with an order of state or local building, health, or fire officials within the time period specified in the initial order to the landlord, the tenant may make or cause to be made necessary repairs and deduct the reasonable cost thereof, including the cost of all necessary permits, from the rent due and owing in the next two consecutive 30 day rental periods. No tenant shall deduct more than two months' rent for the cost of repairs in any six-month period. No tenant shall undertake repairs without first obtaining the necessary permits from the Department of Buildings and Inspections. All repairs shall be made in compliance with the provisions of the Cincinnati Ohio Basic Building Code.
  - (C) Whenever the building or a portion of the building of which the rental unit is a part is ordered vacated by governmental authority, the tenant shall vacate the rental unit and the duty of the tenant to pay rent shall be completely abated.
- (3) The tenant shall obey all rules and regulations established by the landlord concerning the use, occupation, and maintenance of the rental unit, appurtenances thereto, and the property of which the unit is a part, if:
  - (A) The tenant has acknowledged receipt in writing of a copy of the rules and regulations prior to entry into the rental agreement, or has consented in writing to rules and regulations promulgated after commencement of the rental agreement, and;
  - (B) The rules and regulations are reasonably related to the convenience, safety or welfare of the tenants of the property, or to the preservation of the property, or to the fair distribution of services and facilities held out for the tenants generally; and
  - (C) The rules and regulations are sufficiently explicit in their prohibition, direction, or limitation of the tenant's conduct to inform tenant of what must or must not be done to comply.
- (c) Except as specifically provided in Section 871-9 or any other section of this chapter, all obligations of landlords and tenants under this chapter shall be interpreted as independent obligations and the duty of a tenant or landlord to meet

the obligations under this chapter shall not be conditioned upon the performance of obligations by the other party to the rental agreement.

Section 2. That existing Section 871-9, "Obligations of Landlords and Tenants" of Chapter 871, "Landlord-Tenant Relationships" of the Cincinnati Municipal Code is hereby repealed.

Section 3. That any landlord that owns or controls a rental property subject to the provisions of this ordinance shall cause their rental agreements and rental operation to conform to its provisions no later than 90 days following its passage.

Section 4. That this ordinance shall have prospective application and shall not be deemed to apply to a rental agreement executed or in effect prior to the effective date of this ordinance; provided, however, that this ordinance shall apply to the renewal of a rental agreement that is executed or becomes effective on or following the effective date of this ordinance.

Section 5. That the proper City officials are authorized to take all actions necessary and to implement the provisions of this ordinance once they become effective.

Section 6. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:	, 2020	i :	
		John Cranley, Mayor	
Attest:Clerk	<u> </u>		
New language underscored	Deleted language indicated	by strikethrough.	



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000327	Ordinance	Held
	Muething, City Solicitor, on 2/12/20 "Landlord-Tenant Relationships," of Cincinnati Municipal Code, by AME	ilmember Landsman, from Paula Boggs 120, MODIFYING the provisions of Chapter 871, f Title VIII, "Business Regulations," of the ENDING Section 871-9, "Obligations of Landlords ential rental agreements set forth fair and essment and collection of late fees.
	Introduced: 2/12/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/26/2020	Sponsor(s): Landsman
	Department: Greg Landsman	
	Drafter: sheila.andrews@cincinnati-ol	ı.gov



801 Plum Street, Suite 348 Cincinnati, Ohio 45202

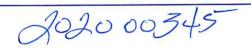
Phone (513) 352-5205

Email tamaya.dennard@cincinnati-oh.gov

Web www.cincinnati-oh.gov

Tamaya Dennard

Councilmember



February 20, 2020

#### **STATEMENT**

The economic wealth gap that persists between the Black and White communities in the City of Cincinnati is staggering. There is a clear history of redlining in our city that has led to and continues to perpetuate a racial wealth gap today. Black communities continue to be under-resourced and under-valued. There needs to be focus and intentionality with development that attracts and retains Black people all the while building Black wealth.

The Freeman District is a major step in that direction. It is a transformative investment lead by the Black community and Black business owners. It's a vision of Black-owned entertainment, dining, and living right in the heart of our city. Our rhetoric regarding inclusion and diversity in the City of Cincinnati must be followed up with action.



801 Plum Street Cincinnati, OH 45202

#### **File Summary**

File Number Title Current Status

202000345 Statement Held

STATEMENT, dated 02/20/2020, submitted by Councilmember Dennard, The economic wealth gap that persists between the Black and White communities in the City of Cincinnati is staggering. There is a clear history of redlining in our city that has led to and continues to perpetuate a racial wealth gap today. Black communities continue to be under-resourced and under-valued. There needs to be focus and intentionality with development that attracts and retains Black people all the while building Black wealth. The Freeman District is a major step in that direction. It is a transformative investment lead by the Black community and Black business owners. It's a version of Black-owned entertainment, dinning and living right in the heart of our city. Our rhetoric regarding inclusion and diversity in the City of Cincinnati must be followed up with action.

Introduced: 2/27/2020 Controlling Body: Budget and Finance Committee

Meeting Date: 8/2/2021 Sponsor(s): Budget and Finance Committee

**Department:** Clerk of Council

Drafter: Robert.Neely@cincinnati-oh.gov



March 2, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

Subject: Presentation – Office of Environment & Sustainability: Staffing & Significant Budget

Issues

Attached is the Office of Environment & Sustainability's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 2, 2020.

cc: Christopher A. Bigham, Assistant City Manager

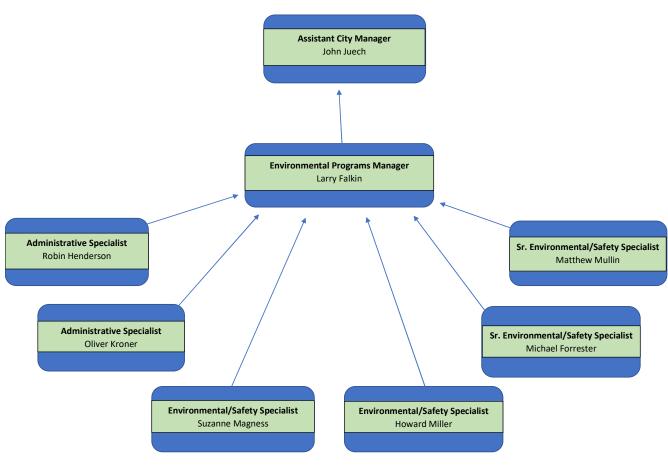


Office of Environment & Sustainability Budget Presentation

March 02, 2020 Budget & Finance Committee

## OES

## **Summary Organization Chart**



# **OES Budget History**

General Fund Operating Budget FY 2018 – FY 2020

	FY 2018	FY 2019	FY 2020
Personnel Compensation	434,055	426,810	442,188
Fringe Benefits	139,620	143,570	155,182
Non-Personnel Expenses	2,682,392	1,870,770	1,860,240
Total	3,256,067	2,441,150	2,457,610

# **OES Budget History**

# Restricted Funds Operating Budget FY 2018 – FY 2020

Stormwater Management Fund 107				
FY 2018 FY 2019 FY 2020		FY 2020		
Non-Personnel Expenses	-	815,000	843,150	
Total - 815,000 843,150				

Employee Safety & Risk Management Fund 212				
FY 2018 FY 2019 FY 2020				
Personnel Compensation	152,450	162,510	164,510	
Fringe Benefits	60,060	66,690	71,460	
Total	212,510	229,200	235,970	

# OES Significant Issues Staffing

Energy Analyst – This new position is needed to support the Energy Manager.

Personnel Cost – \$85,740

<u>Sustainability Specialist</u> – This new position will support the Sustainability Manager and provide leadership on initiatives in the Green Cincinnati Plan.

Personnel Cost – \$71,450

<u>Cart Service Center</u> – If the cart service contract (\$199,821 annually) is terminated, staff will be needed to bring the work in-house.

- Personnel Cost \$107,118
- Non-Personnel Cost \$56,500
- Total Cost \$163,618

Resilience Hub Pilot Project – OES and CRC are proposing this pilot project to assist with disaster planning, management and recovery. This project will require temporary personnel for one year.

- Temporary Personnel Cost \$50,000
- Non-Personnel Cost \$29,000
- Total Cost \$79,000

# OES Significant Issues Miscellaneous

Problem: Taxes and fees are used to raise revenue and can also be a powerful tool to shape behavior and advance City policy objectives. OES has offered several ways to use new taxes and fees to advance sustainability.

Solution: Council could place a price on CO2 emissions, or on specific CO2 generating activities. Council could also create financial incentives for property owners to retain stormwater on-site, reducing costs for MSD and SMU, and reducing flood damage.

Impact: Financial incentives and disincentives would accelerate the City's sustainability progress.

# QUESTIONS?





801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000353	Presentation	Held
		submitted by Patrick A. Duhaney, City Manager, Sustainability: Staffing and Significant Budget
	Introduced: 3/2/2020	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 3/2/2020	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	n.gov



March 2, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

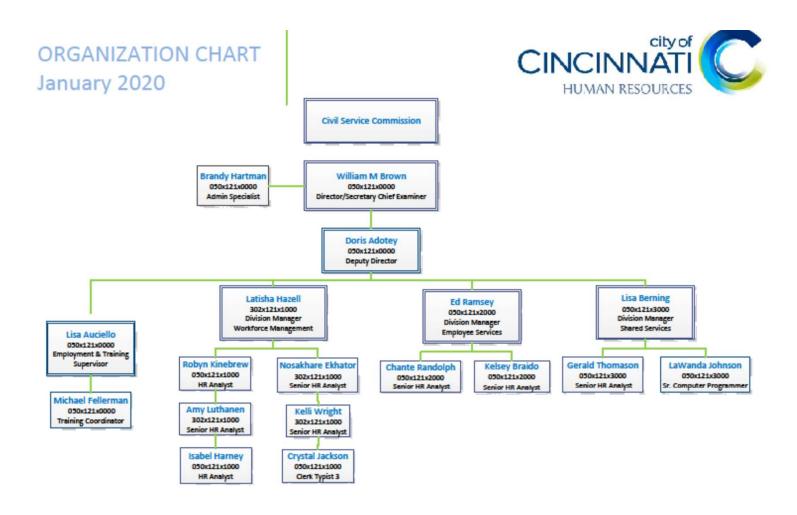
Subject: Presentation – Department of Human Resources: Staffing & Significant Budget Issues

Attached is the Department of Human Resources' presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 2, 2020.

cc: Christopher A. Bigham, Assistant City Manager



## **Human Resources**



# HR Department Budget History

General Fund Operating Budget FY 2018 – FY 2020

	FY 2018	FY 2019	FY 2020
Personnel Compensation	1,092,289	951,920	1,225,690
Fringe Benefits	357,373	339,740	389,180
Non-Personnel Expenses	462,350	486,520	455,350
Total	\$ 1,912,012	\$ 1,778,180	\$ 2,070,220

# HR Department Budget History

Restricted Funds Operating Budget FY 2018 – FY 2020

	F	Y 2018	F	Y 2019	F	Y 2020
Income Tax Infrastructure Fund 302		318,857		409,910		452,900
Total	\$	318,857	\$	409,910	\$	452,900

## HR Department Significant Issues Staffing

HR does not anticipate any significant staffing issues. However, HR will be requesting three additional staff members for FY 2021. The additional staffing is necessary to successfully implement the HR Centralization Model.

- HRIS Analyst This position will work on the CHRIS Enhancement project to increase efficiency across the organization through the implementation of key modules in CHRIS.
- 2. HR Analyst This position will work in the Office of Employee Advancement for the entire organization. Currently, there are only two staff members.
- 3. HR Analyst This position will be a Generalist to assist the Department with managing HR functions under the newly centralized departments.

## QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000354	Presentation	Held
	PRESENTATION, dated 3/2/2020, submitted by Patrick A. Duhaney, City Manager, regarding Department of Human Resources: Staffing & Significant Budget Issues.	
	Introduced: 3/2/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/2/2020	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov



March 2, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

Subject: Presentation – Department of Planning: Staffing & Significant Budget Issues

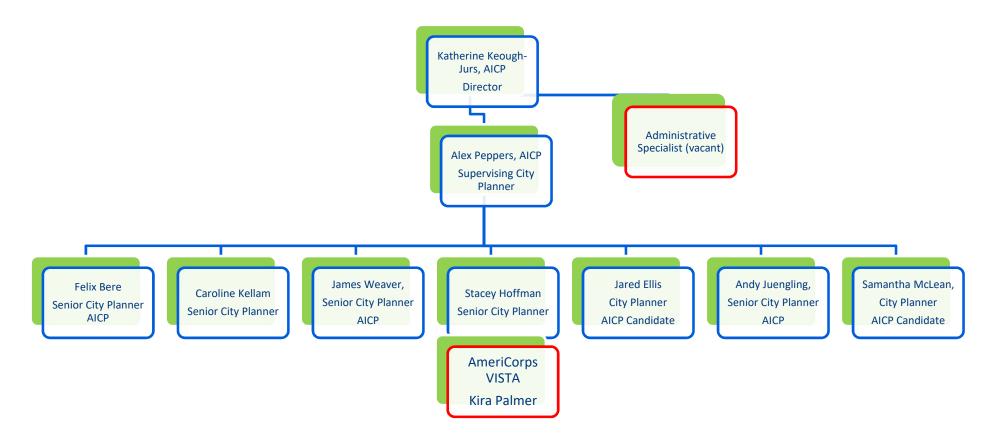
Attached is the Department of Planning's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 2, 2020.

cc: Christopher A. Bigham, Assistant City Manager



### City Planning Department

### **Summary Organization Chart**



### City Planning Department Budget History

General Fund Operating Budget FY 2018 – FY 2020

	F	Y 2018	F	Y 2019	F	Y 2020
Personnel Compensation		531,038		468,360		344,890
Fringe Benefits		163,300		134,700		130,340
Non-Personnel Expenses		48,799		45,400		46,450
Total	\$	743,137	\$	648,460	\$	521,680

### City Planning Department Budget History

Reimbursements from Other Funds
Operating Budget
FY 2018 – FY 2020

	F	Y 2018	F	Y 2019	F	Y 2020
Capital Project Reimbursements		65,100		88,000		46,000
CDBG Fund 304 Reimbursements		364,680		415,616		547,082
Total	\$	429,780	\$	503,616	\$	593,082

# City Planning Department Significant Issues Staffing

- The Department's staff has been reduced from 15 employees in 2009 to 10 employees in 2020. Increasing requests for neighborhood plans, zoning changes, Planning Commission support, requests for assistance from various City departments and the public have made it difficult to maintain the work program and meet performance goals while trying to provide a high level of customer service.
- Please see the included list of projects currently on the horizon.
- Currently 19 neighborhoods are without or have plans 15 years or older with the potential for any or all to request a plan in the future.

## Plans in Progress, Expected, or On the Horizon

#### **Plans in last CBR**

- Columbia Tusculum (in process at early stages)
- South Cumminsville (in process at early stages)
- Kennedy Heights (in process at early stages)
- Mt. Washington (yet to begin)
- Mt. Airy (in process at early stages)
- Clifton (in process at early stages)

#### On the Horizon

- Mt. Adams
- Mt. Washington
- North Avondale

### **Plans in Progress**

- Mt. Auburn
- Hyde Park
- Mohawk Area
- Sayler Park (consultant)
- Spring Grove Village
- West Price Hill
- West End
- South Cumminsville
- Columbia Tusculum
- Kennedy Heights
- Mt. Airy
- Clifton

## City Planning Department Significant Issues Miscellaneous

The Department's non-personnel budget reductions do not allow the Department ample funding for the following:

- Planning Commission Membership \$6,700 funding was removed from the budget.
- Plotter no funding we have incurred repair costs for the plotter and have been advised that it is obsolete.
- Training funding has been reduced each year. It is important that staff keep their certification current.
- Griesel Room Sound System is 10 years old and beginning to fail, this meeting area is used by the Planning Commission and for many other required public meetings.

## QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000355	Presentation	Held
		, submitted by Patrick A. Duhaney, City t of Planning: Staffing & Significant Budget
	Introduced: 3/2/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/2/2020	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh.	gov



March 2, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

Subject: Presentation – Department of Recreation: Staffing & Significant Budget Issues

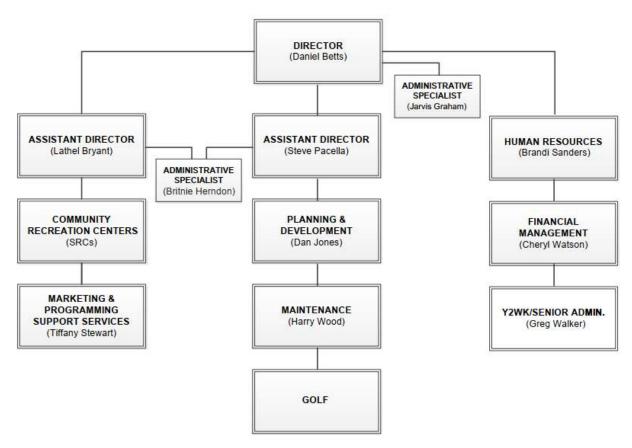
Attached is the Department of Recreation's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 2, 2020.

cc: Christopher A. Bigham, Assistant City Manager



### Department of Recreation

**Summary of Organization Chart** 



### Department of Recreation Budget History

General Fund Operating Budget FY 2018-2020

	FY 2018	FY 2019	FY 2020
Personnel Compensation	9,596,732	10,115,024	9,900,650
Fringe Benefits	3,009,082	3,226,200	3,313,540
Non-Personnel Expenses	2,839,644	2,826,723	2,798,190
Total	\$ 15,445,458	\$ 16,167,947	\$ 16,012,380

### Department of Recreation Budget History

Restricted Funds Operating Budget FY 2018 – FY 2020

	FY 2018	FY 2019	FY 2020
Municipal Golf Fund 105	5,785,842	6,139,800	5,562,260
Stormwater Fund 107	-	1,043,130	1,043,130
Income Tax Infrastructure Fund 302	1,026,090	1,001,430	985,230
Recreation Activity Fund 323	5,214,670	5,050,420	6,213,490
Total	\$ 12,026,602	\$ 13,234,780	\$ 13,804,110

### Department of Recreation Significant Budget Issues Staffing

- Areas of operations that would benefit from additional staffing include indoor and outdoor maintenance workers, plumbers, turf managers, painters, carpenters, electricians/HVAC, laborers, Information Technology and Recreation Center program staff to support the amount of work required.
- Recruitment and retention of frontline staff is challenging.
- CRC was able to absorb Fall/Winter 2019/20 extended hours; however, CRC is not able to absorb these same hours/extension for Summer 2020 extended hours (Saturdays and Sundays).
- CRC Strategic Business Plan calls for adding critical positions (Business Manager and Chief Financial Officer). These new positions shouldn't come at the expense of absorbing existing frontline positions.
- To increase CRC pool operating days for Summer 2020, it will cost an additional \$235K.

### Department of Recreation Budget Issues

#### Miscellaneous

- Mt. Adams Pool is beyond repair and there are concerns about opening it this summer. The total cost for repairs is \$15,000 \$20,000. The Mt. Adams' pool is fiberglass lined and patching up the pool is a temporary solution. A more permanent solution will cost more than \$1,000,000. In the event the pool can't be repaired, the pool may have to close permanently.
- The state regulations on diving boards could affect nine (9) CRC pools whereas three (3) of the nine (9) diving boards will need to be removed prior to the summer pool season. This action will have a negative impact on three (3) deep area pool accesses for patrons. CRC is working with the City's Health Department and the state for a potential solution.
- CRC extended recreation centers' hours this past fall and winter. The funding for the extended hours was absorbed within the existing budget. CRC will not be able to absorb extended hours in the upcoming summer pool season.
- CRC has deferred maintenance across the entire system. This continues to be a concern and impacts the ability to repair, renovate and build new amenities that support enhancing citizens' quality of life i.e., Findlay Park, Grant Park, Bramble Park, Oakley Recreation Center and Oskamp Recreational Area just to name a few.

### Department of Recreation Successes

- Increased CRC fees, i.e. membership, aquatics, athletic fields & fitness
- Increased department non-tax revenue with licensed childcare
- Developed new policies and procedures i.e., pricing policy
- Implemented extended hours for pools and recreation centers
- Renovated Hirsch Recreation Center
- Secured \$360,000 in private funds to build outdoor walking track at Hirsch Recreation Center
- Completed community engagement process for Findlay Park, Oskamp recreational area
- Initiated community engagement process for Oakley Recreation Center
- Increased both Youth to Work employers and Youth to Work employees
- FC Cincinnati partnerships built two more mini pitches: Hartwell & Lincoln
- Implemented RecTrak and Point of Sale (POS) systems at all centers
- Evanston KaBOOM! project built a new playground
- Library partnership for satellite location at Price Hill Recreation Center
- Dive Right program created a major partnership with the Cincinnati Bengals

## QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000357	Presentation	Held
		, submitted by Patrick A. Duhaney, City t of Recreation: Staffing & Significant Budget
	Introduced: 3/2/2020	Controlling Body: Budget and Finance Committee
	<b>Meeting Date:</b> 3/2/2020	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov



202000372

Over-the-Rhine Community Council P.O. Box 662 Cincinnati, OH 45201

513.381.295 OTRCommunityCouncil.o PresidentOTRCC@gmail.com

February 28, 2020

Dear Members of City Council,

The Over-the-Rhine Community Council members voted to send this letter to you regarding our views of the plans to develop a new city contract with an e-scooter provider.

We appreciate that "current scooter system use indicates that consumer demand for last mile transit options is increasingly strong" and that the city "seeks solutions to proactively meet this demand in a manner that not only supports but benefits both individuals and our collective community."

We also appreciate that the city chose to develop and disseminate a survey of residents regarding the e-scooter system.

We are writing to urge the city administration and council to consider the safety of residents, pedestrians and riders in developing the plans for a new contract.

While it is unsafe and illegal, we understand why e-scooter users choose to ride on the sidewalk: in the absence of bike lanes, and increasing reckless driving, it does not feel safe to ride in the street.

In addition, we are concerned about the tripping hazard and barriers to people on other wheels (chairs and mobility scooters) created when users leave e-scooters on the sidewalk and in the public right-of-way.

We ask that City Council hold a public hearing on the new contract recommendation and that you consider these recommendations, in particular.

We remain deeply concerned about e-scooters on sidewalks and urge the city to develop a plan to address this serious safety issue, including:

Development of a system of bike and scooter lanes throughout the center city, main business district, Over-the-Rhine, and adjacent neighborhoods.

Require the Cincinnati Police Department to actively enforce the ban on sidewalk riding by scooter (and bike) users.

Consider the color choices and lighting of scooter to ensure they can be seen by drivers.

Develop a plan for parking of e-scooters by agents of the e-scooter provider and users. Consider best practices for parking areas in other cities in the development of a new plan. Require the new provider and users to comply with a new plan.

Finally, we have concerns about the current plan to limit the contract to one provider. This will create an effective e-scooter monopoly and the lack of competition can lead to problems in the long run.

Thank you for your consideration.

Maurice Wagoner

President, Over-the-Rhine Community Council

CC: City Manager, Mayor

Manuel Wagner



### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000372	Communication	Held
	•	Councilmember Mann, from Maurice Wagoner, inity Council, regarding their views of the plans to n e-scooter provider.
	Introduced: 3/4/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/4/2020	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-ol	n.gov



### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status
202000373	Communication	Held
		Councilmember Mann from Terri Henry, ess Chamber, regarding public parking in any opment.
	Introduced: 3/4/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/4/2020	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-of	n.gov



Date: March 10, 2020

To:

Councilmember David Mann

From:

Paula Boggs Muething, City Solicitor PBM/AUG

CC:

Councilmember David Mann

Subject:

Resolution - Supporting Federal Bill Requiring Paid Sick Time

Transmitted herewith is a resolution captioned as follows:

EXPRESSING the City of Cincinnati's support of the bill introduced by Senator Patty Murray (D-WA), Ranking Member of the Senate Health, Education, Labor, and Pensions Committee, and Congresswoman Rosa DeLauro (CT-03), Chair of the House Appropriations Subcommittee responsible for funding the Departments of Labor, Health and Human Services, and Education, to provide paid sick days immediately to workers in light of the coronavirus crisis, and in preparation for future public health emergencies.

PBM/CMZ/(lnk) Attachment 309771

RESOLUTION NO.	- 2020

**EXPRESSING** the City of Cincinnati's support of the bill introduced by Senator Patty Murray (D-WA), Ranking Member of the Senate Health, Education, Labor, and Pensions Committee, and Congresswoman Rosa DeLauro (CT-03), Chair of the House Appropriations Subcommittee responsible for funding the Departments of Labor, Health and Human Services, and Education, to provide paid sick days immediately to workers in light of the coronavirus crisis, and in preparation for future public health emergencies.

WHEREAS, the United States is facing the spread of Coronavirus Disease 2019 (COVID-19), and a critical measure to stop unnecessary spread of this and other diseases is to allow workers to stay home when they are sick; and

WHEREAS, many workers in Greater Cincinnati are on the frontlines of customer service and have an increased risk of being exposed to viruses; and

WHEREAS, many workers do not accrue paid time off that allows them to stay home when they are sick without jeopardizing their finances; and

WHEREAS, workplaces around the country are considering temporary closures due to the risks associated with COVID-19, regardless of workers' abilities to telecommute; and

WHEREAS, schools around the country are considering temporary closures as a way to prevent the spread of the virus, and this unexpected need for childcare can also create a financial burden on parents, disincentivizing them from taking unpaid time off work; now, therefore.

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

Section 1. That this Council urge the House and Senate to pass the bill introduced by Senator Patty Murray (D-WA), Ranking Member of the Senate Health, Education, Labor, and Pensions (HELP) Committee, and Congresswoman Rosa DeLauro (CT-03), Chair of the House Appropriations Subcommittee responsible for funding the Departments of Labor, Health and Human Services, and Education, building off the Healthy Families Act (HFA), to provide paid sick days immediately to workers in light of the coronavirus crisis, and in preparation for future public health emergencies.

Section 2. That this resolution be spread upon the minutes of Council and that copies be
sent to the following people:
Steve Chabot
2408 Rayburn House Office Building Washington, DC 20515
Brad Wenstrup
2419 Rayburn House Office Building Washington, DC 20515
Rob Portman
448 Russell Senate Office Building Washington, DC 20510
Sherrod Brown
503 Hart Senate Office Building Washington, DC 20510.
Passed:, 2020
John Cranley, Mayor
Attest:Clerk

Submitted by Councilmember David Mann



March 16, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

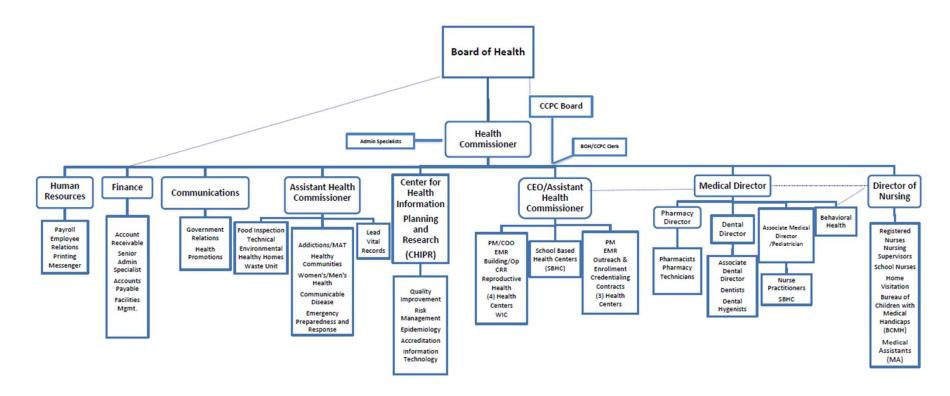
Subject: Presentation – Health Department: Staffing & Significant Budget Issues

Attached is the Health Department's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 16, 2020.

cc: Christopher A. Bigham, Assistant City Manager



#### Cincinnati Health Department Table of Organization-Divisions



<sup>\*</sup>Note\*\* a. Finance Director has a reporting relationship to the Board of Health and Finance Committee

- b. Finance Director has a reporting relationship with the Medical Director and Assistant Health Commissioner for Population Health
- c. Director of Nursing has a reporting relationship with QI (Clinical) and programs with clinical employees
- d. Communicable Disease has a reporting relationship to the Medical Director and Director of Nursing

**CHD Divisions Revised 111519** 

### Health Department Budget History

General Fund Operating Budget FY 2018 – FY 2020

#### Cincinnati Health District Fund 416

	FY 2018	FY 2019	FY 2020
Personnel Compensation	11,586,194	11,618,190	11,594,410
Fringe Benefits	4,170,772	4,327,670	4,701,640
Non-Personnel Expenses	1,192,326	1,108,570	1,026,990
Total	\$ 16,949,292	\$ 17,054,430	\$ 17,323,040

<sup>\*</sup>For FY 2020, Health Department operations previously funded in the General Fund 050 are now budgeted in Cincinnati Health District Fund 416 via a transfer out from the General Fund. Fund 416 was established, due to state law changes, by Ordinance #0215-2019 for the purpose of separately accounting for the support of the general operation of the Cincinnati Health Department.

### Health Department Budget History

Restricted Funds Operating Budget FY 2018 – FY 2020

### Community Health Center Activities Fund 395

	FY 2018	FY 2019	FY 2020
Personnel Compensation	4,561,465	11,652,930	12,600,050
Fringe Benefits	1,625,789	4,452,450	5,073,920
Non-Personnel Expenses	3,712,220	7,286,220	5,707,950
Total	\$ 9,899,474	\$ 23,391,600	\$ 23,381,920

<sup>\*</sup>The change between the FY 2018 Budget and the FY 2019 Budget reflects a \$13,492,126 increase due to the passage of Ordinance No. 0236-2017, which merged all health center activity into this fund.

# CHD Significant Issues Staffing

#### **Dental Centers:**

- One Dentist \$174,536
- Two Expanded Function Dental Assistants \$174,493
- One Dental Hygienist \$107,018
- Four Dental Assistants \$267,381
- These positions are needed due to the opening of the Aiken High School Dental Center in January 2020 and the new Roberts Paideia Academy Dental Center scheduled to open Fall 2020.
- The positions will be 100 percent funded by Community Health Center Activities Fund 395 patient care billings.

# CHD Significant Issues Staffing

### Administrative Support:

- Administrative Specialist Medical Director's Office \$112,882
  - Community Health Center Activities Fund 395
- Administrative Technician \$76,232
  - Cincinnati Health District Fund 416
- Accountant Primary Care Services \$87,960
  - Cincinnati Health District Fund 416
- These positions are being requested to increase efficiency and improve customer satisfaction.

# CHD Significant Issues Staffing

#### Healthy Communities and Home Health:

- Two Community Health Associates for programmatic operations
  - Total \$120,212
  - One assigned to Home Health and 100 percent funded through a Cradle Cincinnati grant.
  - One assigned to the Live, Work and Play Coalition to serve as a liaison and build relationships within communities addressing chronic diseases through the healthy living initiatives (Active Living, Healthy Eating, Cribs for Kids and Men's Health). This position will be funded in Cincinnati Health District Fund 416.

# CHD Significant Issues Staffing

#### Environmental Epidemiologist - \$85,028

- Needed to research evidence-based practices relevant to environmental hazards and to address climate change.
- Data needs to be routinely monitored in order to determine where the greatest needs are and where intervention is needed.
- This position is essential for the Food Safety program.
  - Continuously collect and monitor data, assist with outbreak needs i.e. rabies, complete internal and external reports to comply with the guidance of the Ohio Department of Health.

The Epidemiologist will be funded in Cincinnati Health District Fund 416.

## QUESTIONS?





March 16, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

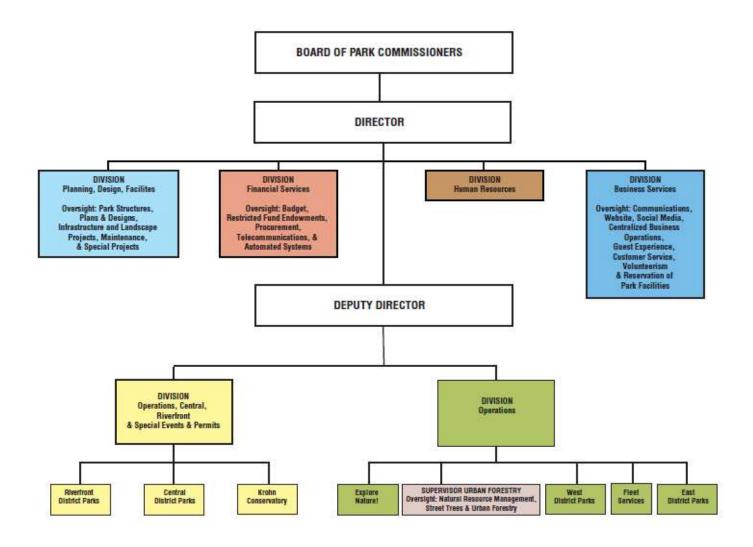
Subject: Presentation –Parks Department: Staffing & Significant Budget Issues

Attached is the Parks Department's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 16, 2020.

cc: Christopher A. Bigham, Assistant City Manager



## Department of Parks - Organization Chart



### Department of Parks - Budget History

General Fund and Principal Restricted Funds
Operating Budget
FY 2018 - FY 2020

FY 2018 - FY 2020 Approved Budget Totals by Fund	FY 2018	FY 2019	FY 2020
050 - General Fund	9,113,624	8,884,330	9,070,250
107 - Stormwater Management	883,920	2,994,230	1,939,390
301 - Street Construction Maintenance & Repair Fund	376,110	384,120	392,120
302 - Income Tax-Infrastructure Fund	1,829,053	1,864,360	1,827,460
318 - Sawyer Point Fund	1,642,900	1,668,480	1,510,300
329 - Cincinnati Riverfront Park	489,475	913,930	992,410
759 - Income Tax-Transit Fund	30,070	30,670	30,980
Totals:	14,365,152	16,740,120	15,762,910

### Department of Parks - Budget History

Other Restricted Funds
Operating Budget
FY 2018 - FY 2020

FY 2018 - FY 2020 Approved Budget Totals by Fund	FY 2018	FY 2019	FY 2020
326 - Park Misc. Revenue and Special Activity Fund*	433,340	479,810	547,890
327 - W.M. Ampt Free Concerts Fund	16,000	16,000	16,000
328 - Groesbeck Endowments Fund	16,000	16,000	16,000
330 - Park Lodge/Pavilion Deposits Fund	630,440	435,420	439,230
332 - Krohn Conservatory Fund	725,940	747,660	1,356,280
333 - Krohn Conservatory Trustee Fund**	41,530	20,000	0
792 - Forestry Assessments Fund	1,895,221	2,098,580	2,239,040
Totals:	3,758,471	3,813,470	4,614,440

<sup>\*</sup> Fund 326 has been renamed from Park Donations and Special Activitiy Fund to Park Miscellaneous Revenue and Special Activity Fund.

<sup>\*\*</sup>Fund 333 has been eliminated since the passage of the FY 2019 budget and merged with Fund 332.

Parks Private Endowment Fund 430 was established during FY 2019 and is budgeted via quarterly Ordinances approved by the City Council.

## Parks Department Significant Issues Natural Resource Mgt. - Division Manager

- Division Manager for Natural Resources Management
  - Oversee the following operational sections:
    - Forestry Street Trees and Urban Tree Canopy
    - Conservation and Land Management
    - Explore Nature! (Nature-based community programming)
    - Storm Water Asset and Erosion Management
    - Trail Maintenance
  - Salary and Benefit increase \$145,000
    - 50% will be paid out of Urban Forestry Fund 792 \$75,000
    - Impact to General Fund \$75,000
  - Benefits to the City of Cincinnati
    - Expert staff focused to create and implement best practices designed to:
      - Increase the footprint and health of the urban tree canopy
      - Combat and mitigate erosion and flooding

## Parks Department Significant Issues Control of Hazardous Energy

- Risk Management/Employee Safety New Control of Hazardous Energy Policy
  - Requires qualified staff with specialized training to make adjustments in electric panels and troubleshoot electric problems.
  - Parks does not have enough qualified personnel to cover the working alone requirements of the new policy.
    - Park Board operates features and events all year long from 7am to 11pm.
  - Total cost to meet the requirements is TBD.

## QUESTIONS?





March 16, 2020

To: Budget and Finance Committee

From: Patrick A. Duhaney, City Manager

Subject: Presentation – Department of Transportation & Engineering: Staffing & Significant

**Budget Issues** 

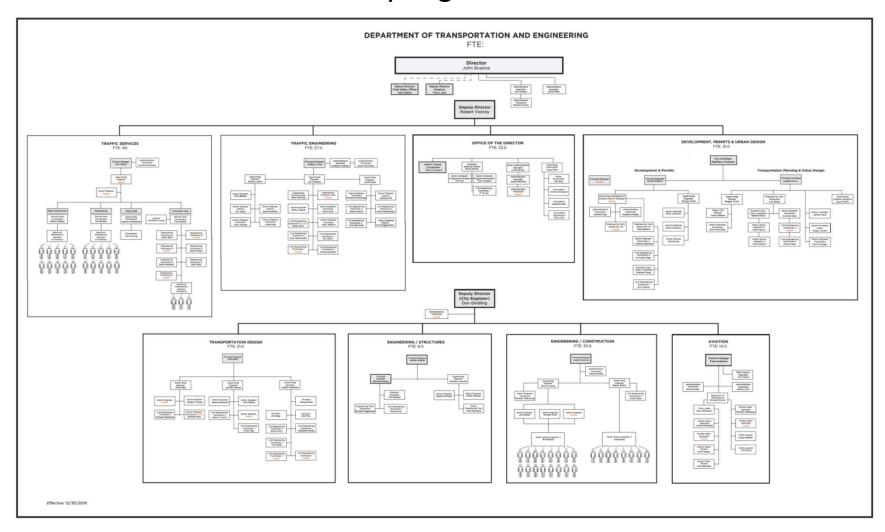
Attached is the Department of Transportation & Engineering's presentation on Staffing & Significant Budget Issues for the Budget and Finance Committee meeting on March 16, 2020.

cc: Christopher A. Bigham, Assistant City Manager



#### DOTE

#### **Summary Organization Chart**



### **DOTE Budget History**

General Fund Operating Budget FY 2018 – FY 2020

General Fund	FY 2018	FY 2019	FY 2020
Personnel Compensation	624,530	562,090	309,520
Fringe Benefits	114,028	77,320	160,060
Non-Personnel Expenses	2,460,743	2,414,030	1,932,240
Total	3,199,301	3,053,440	2,401,820

## **DOTE Budget History**

## Restricted Funds Operating Budget FY 2018 – FY 2020

Income Tax-Infrastructure Fund 302	FY 2018	FY 2019	FY 2020*
Personnel Compensation	4,329,776	4,898,800	5,373,614
Fringe Benefits	1,379,248	1,190,090	1,892,132
Non-Personnel Expenses	728,150	760,980	1,551,934
Total	6,437,174	6,849,870	8,817,680

Street Const, Maint, Repair Fund 301	FY 2018	FY 2019	FY 2020*
Personnel Compensation	-	-	326,231
Fringe Benefits	-	-	196,918
Non-Personnel Expenses	-	-	1,468,974
Total	-	-	1,992,123

Municipal Motor Veh Lic Fund 306	FY 2018	FY 2019	F۱	<b>/ 2020*</b>
Personnel Compensation	-		-	74,591
Fringe Benefits	-		-	32,222
Non-Personnel Expenses	-		-	34,755
Total	-		-	141,568

Streetcar Operations Fund 455	FY 2018	FY 2019	FY 2020*
Personnel Compensation	280,610	246,500	400,532
Fringe Benefits	116,379	51,560	85,747
Non-Personnel Expenses	2,200	9,330	213,090
Total	399,189	307,390	699,369

<sup>\*</sup> These funds include the transfer of the Traffic Services Bureau (TSB) from the Department of Public Services during FY 2020.

## **DOTE Budget History**

Restricted Funds Operating Budget, continued FY 2018 – FY 2020

General Aviation Fund 104	FY 2018	FY 2019	FY 2020
Personnel Compensation	795,234	841,520	868,990
Fringe Benefits	332,011	359,120	384,320
Non-Personnel Expenses	809,180	762,890	829,940
Total	1,936,425	1,963,530	2,083,250

Income Tax-Transit Fund 759	FY 2018	FY 2019	FY 2020
Personnel Compensation	110,485	155,630	166,600
Fringe Benefits	19,474	27,300	31,010
Non-Personnel Expenses	111,230	56,390	56,100
Total	241,189	239,320	253,710

Sidewalk Assessments Fund 791	FY 2018	FY 2019	FY 2020
Personnel Compensation	-	-	-
Fringe Benefits	-	-	-
Non-Personnel Expenses	150,000	150,000	151,500
Total	150,000	150,000	151,500

BLEM Assessments Fund 793	FY 2018	FY 2019	FY 2020
Personnel Compensation	68,940	73,920	74,390
Fringe Benefits	28,840	30,840	33,660
Non-Personnel Expenses	316,240	322,560	325,790
Total	414,020	427,320	433,840

## **DOTE** Responsibilities

- Responsible for the City's transportation infrastructure (Estimated \$5 Billion Replacement Value).
- DOTE's primary charge includes preserving, improving, enhancing and managing these transportation assets.

#### **Transportation Assets Include:**

#### **Streets**



#### **Bridges**



#### **Walls / Landslide Corrections**



#### **Hillside Steps**



#### **Sidewalks**



#### **Pedestrian Safety**



#### **Traffic Signals**

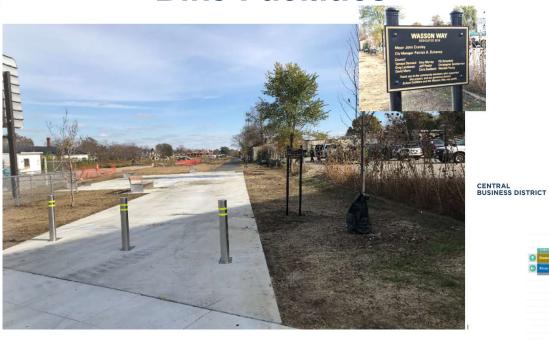


#### **Streetlights (Electric / Gas)**





#### **Bike Facilities**



#### **Gateways/Way Finding**

Constituent

Const

#### **Aviation – Lunken Airport**



### **Transportation Asset Summary**

With Estimated Replacement Values (ERV)

<ul><li>Streets –</li></ul>	<b>ERV</b>	of \$3.6	B
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Bicycle Facilities – ERV of \$35M

Bridges – ERV of \$785M

- Computerized Traffic Control System (CTCS) ERV of \$59.0M
- Walls and Landslide Correction ERV of \$264M
- Traffic Signals Infrastructure ERV of \$92.7M

Sidewalks – ERV of \$341M

Duke Street Lights – ERV of \$15.75M

Hillside Steps – ERV of \$28.5M

- Gas Street Lights ERV of \$4.4M
- Pedestrian Safety Improvements ERV of \$1.1M
- Street Light Infrastructure ERV of \$101M
- Traffic Control Devices ERV of \$22.0M
   Guardrail, Raised Pavement Markers, Pavement
   Markings, Speed Humps, etc.

# DOTE Significant Issues Staffing

- Besides adding the Traffic Services Bureau to DOTE in September 2019, DOTE recently implemented a reorganization plan in July 2019.
- Staff are currently monitoring and evaluating this recent reorganization plan.
  - The plan has allowed DOTE to work efficiently and effectively; however, we have experienced some minor growing pains (contributing factors may include a number of recent position vacancies and the loss of a significant amount of institutional knowledge).
  - DOTE will tweak the plan as needed to ensure continued success.

# DOTE Significant Issues Staffing

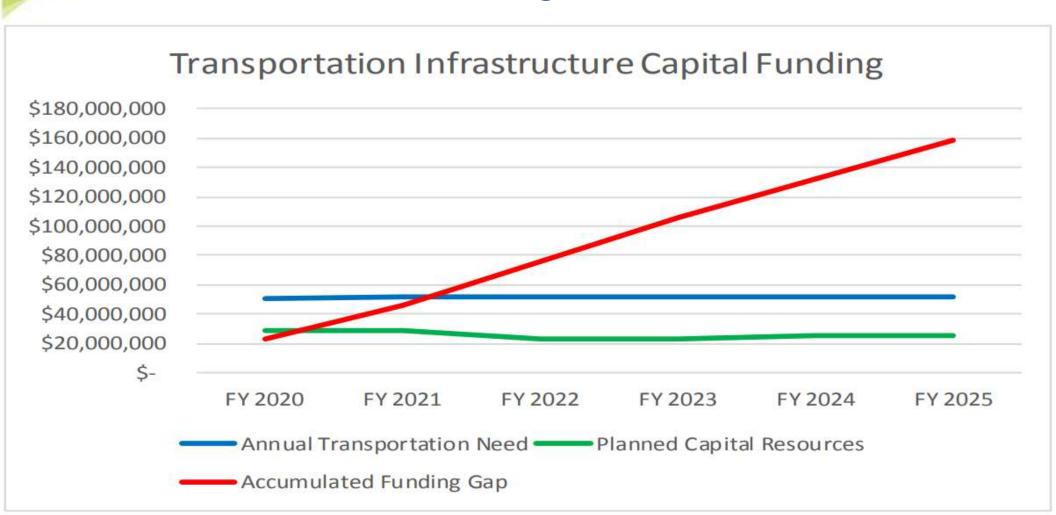
- DOTE has noticed an uptick in the volume of current and projected rightof-way permits in the CBD and OTR:
  - As a result, DOTE is requesting the addition of two Inspectors to its Table of Organization.
- Filling vacant positions in a timely fashion is an ongoing issue.
- DOTE has seen a limited number of qualified candidates applying for position vacancies.
- Over the next five years, a number of our active employees are eligible to retire from City service as well as a number of our DROP employees will most likely leave City service. The combined total for both active and DROP employees is 51.

## DOTE Other Significant Issues

The annual funding gap to maintain all the transportation assets in the current condition is approximately \$23M-\$29M a year as reported in Cincinnati City Council Item No. 201901186.

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
Annual Transportation Need	\$ 52,051,000	\$ 52,077,000	\$ 52,097,000	\$ 52,086,000	\$ 52,110,000	\$ 52,115,000
Planned Capital Resources	\$ 28,852,000	\$ 29,678,000	\$ 22,994,000	\$ 23,089,000	\$ 25,511,000	\$ 25,958,000
Funding Gap	\$ (23,199,000)	\$ (22,399,000)	\$ (29,103,000)	\$ (28,997,000)	\$ (26,599,000)	\$ (26,157,000)
Accumulated Funding Gap	\$ (23,199,000)	\$ (45,598,000)	\$ (74,701,000)	\$ (103,698,000)	\$ (130,297,000)	\$ (156,454,000)
Accumulated Funding Gap	\$ 23,199,000	\$ 45,598,000	\$ 74,701,000	\$ 103,698,000	\$ 130,297,000	\$ 156,454,000

### **DOTE Other Significant Issues**



### **DOTE Other Significant Issues**

#### **Conclusion:**

- Significant increases in capital funding are necessary to sustain current transportation infrastructure conditions.
- If additional funding sources do not become available, the condition of City infrastructure will decline and could result in additional infrastructure closures.

## QUESTIONS?





#### **MOTION**

March 10, 2020

We MOVE that the Administration report back to City Council on an approximate timeline and approximate funding requirement for the conversion of all publicly accessible restrooms to the use of touchless bathroom fixtures for sinks, toilets and urinals.

We FURTHER MOVE that the Administration adopt touchless fixtures as the standard for all new construction of publicly accessible restroom fixtures in City-owned facilities.

All			
	-		
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	-		



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status			
202000469	Motion	Held			
	MOTION, submitted by Councilmember Seelbach, WE MOVE that the Administration report back to City Council on an approximate timeline and approximate funding requirement for the conversion of all publicly accessible restrooms to the use of touchless bathroom fixtures for sinks, toilets and urinals. WE FURTHER MOVE that the Administration adopt touchless fixtures as the standard for all new construction of publicly accessible restroom fixtures in City-owned facilities.				
	Introduced: 4/14/2020	Controlling Body: Budget and Finance Committee			
	Meeting Date: 4/14/2020	Sponsor(s): Seelbach			
	Department: Chris Seelbach				
	Drafter: sheila.andrews@cincinnati-oh.	gov			



801 Plum Street, Suite 346A Cincinnati, Ohio 45202

Phone (513) 352-5243

Email jeff.pastor@cincinnati-oh.gov Web www.cincinnati-oh.gov

Jeff Pastor
Councilmember

March 30, 2020

### 202000511

#### **MOTION**

We MOVE that the Administration provide Personal Protective Equipment (PPE) to all Metro Bus Operators and Staff responsible for maintaining and cleaning Metro Buses for the duration of the coronavirus epidemic.

Councilmember Jeff Pastor	
	*



801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status		
202000511	Motion	Held		
	MOTION, dated 03/30/2020, submitted by Councilmember Pastor, WE MOVE that the Administration provide Personal Protective Equipment (PPE) to all Metro Bus Operators and Staff responsible for maintaining and cleaning Metro Buses for the duration of the coronavirus epidemic.			
	Introduced: 3/30/2020	Controlling Body: Budget and Finance Committee		
	Meeting Date: 3/31/2020			
	Drafter: sheila.andrews@cincinnati-ol	n.gov		



801 Plum Street, Suite 346A Cincinnati, Ohio 45202

Phone (513) 352-5243

Email jeff.pastor@cincinnati-oh.gov Web www.cincinnati-oh.gov

Jeff Pastor

March 27, 2020

202000574

#### MOTION

We MOVE that the Administration provide a report with the following information related to the Department of Community and Economic Development:

- 1. The total number of commercial tax abatements brought before City Council since December 1, 2010 and organized by total projects costs of:
  - a. Under \$1 million
  - b. \$1 million \$2.5 million
  - c. \$2.5 million \$5 million
  - d. \$5 million \$10 million
  - e. Over \$10 million
- 2. For the projects organized as stated above in points 1. a-e, please detail the number of those projects that were recommended for passage by the Administration and were:
  - a. Approved by City Council
  - b. Were not initially approved by City Council but passed after alterations
  - c. Never approved by City Council

Councilmember Jeff Pastor



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000514	Motion	Held
	the administration provide a report	itted by Councilmember Pastor, WE MOVE that with the following information related to the phonomic Development: (BALANCE ON FILE IN
	Introduced: 6/17/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 6/17/2020	
	Drafter: sheila.andrews@cincinnati-ol	n.gov



### **MOTION**

March 18, 2020

We MOVE that the City Council adopt new evaluation criteria for the Human Services Advisory Committee to use during its Evaluation process prior to the recommendation of Human Services Funding award recommendations. The new evaluation criteria should address:

- 1) Whether the use of city funds by the human services provider is equitable to the diversity of the city's demographics, recognizing that minority communities are underserved through traditional means and may have less options for service, thereby reaffirming their need for support within the Human Services Fund;
- 2) How the provider ensures outreach into and impact within the city's African American community and other traditionally underserved communities;
- 3) That HSAC should consider the outcomes of equitable engagement and successful impact as a key factor during the evaluation process, giving emphasis to organizations whose data and track records show success at greater impacts into traditionally underserved and minority communities.

Ball.	



April 15, 2020

To: Mayor and Members of City Council

From: Patrick Duhaney, City Manager

Subject: REPORT - EXPANDING 10 MINUTES FREE OR STANDARD RATES

PROGRAM FOR NEIGHBORHOOD PARKING METERS

#### **REFERENCE DOCUMENT #202000197**

City Council at its meeting on February 5, 2020 referred the following item for report:

MOTION, submitted by Councilmember Pastor, WE MOVE that the Parking Division of the Department of Community and Economic Development expand the "First 10 Minutes Free" parking policy that is currently practiced in the Central Business District to all smart parking meters in Cincinnati's 52 neighborhoods and business districts.

### **BACKGROUND**

In 1998 the City of Cincinnati created a Parking Improvement Plan (PIP) which included offering the first ten minutes of parking at a parking meter for free. The ten minutes free parking policy was amended in 2015 with the advent of the new parking meters. The ten minute free became "ten minutes free or standard rates" (e.g. as 2015, if a citizen opts for the ten minutes free and then adds payment, the ten minutes free are eliminated and replaced with the standard parking times for the amount of money added). The intent was to provide a period for quick stops for retail and other short visit establishments versus adding ten minutes of free parking for stays of all durations. This program was intended to encourage short trips downtown while still encouraging parking turnover and stays of longer durations to consider off street options.

Currently the "10-minute free or standard rates" feature is offered only in the Central Business District and only available at single-space meters. This policy does not currently apply to Over the Rhine which is the highest concentration of parking meters outside of Downtown. The feature is not available on some older model meter or at multi-space meters due to technology limitations so it is not available at every space within the CBD.

#### **CONSIDERATIONS**

In addition to the financial impact (below), the "ten minutes free or standard rates" feature has created an opportunity for abuse. There are several locations throughout the Central Business District where data and observation indicate abuse of the feature through repeated use of the feature. The Parking Division monitors the trouble areas closely and educates and enforces appropriately when the abuse occurs. OTR and the neighborhoods do not currently fall under this

policy and both OTR and the neighborhoods have different parking demand. Furthermore, the neighborhoods have all three meter types (Single Space Smart Meters, Multi-space Smart Meters and Single Space Meters (non-smart meter) [approximately 700]. The non-smart meters, along with the multi-space meters cannot be programmed for the 10-minute free feature.

### **FINANCIAL IMPACTS**

The financial impact to expanding the "ten minutes free or standard rates" feature to the technologically capable single-space meters throughout the rest of the City would create an anticipated annual revenue reduction of approximately \$110,000 under pre-pandemic circumstances. This calculation is based on applying the same transaction ratio (number of 10-minute free button pushes monthly: meter count) for the Central Business District to the remaining IPS single-space meters throughout the City. Most of these meters are in Over-The-Rhine.

	Transactions/month	Meters	Monthly revenue	Annual revenue
OTR	7,030	236	\$1,757	\$21,084
Neighborhoods	29,468	989	\$7,367	\$88,404
Total	36,500	1,225	\$9,125	\$109,500

Note that these cost estimates are based on the pre-COVID 19 climate. The Administration is separately updating City Council on the changes to on-street enforcement resulting from the pandemic and social distancing practices which have affected on street parking utilization. Further, due to the need to change parking technology to accommodate a policy expansion, this is not an easily implementable policy under the current circumstances. Should City Council desire an expansion of this policy it should be expanded in FY21 to allow for sufficient time to make the technology changes and to further adjust revenue projections accordingly to accurately reflect the true budgetary impact.

### **RECOMMENDATION**

The Administration awaits policy direction from City Council.

c: Markiea L. Carter, Interim Director, Department of Community and Economic Development



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000538	Report	Held
	REPORT, dated 4/15/2020, submitted by Patrick A. Duhaney, City Manager, regarding expanding 10 minutes free or standard rates program for neighborhood parking meters. (SEE DOC. #202000197).	
	Introduced: 4/15/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/15/2020	Sponsor(s): City Manager
	Department: City Manager	
	Drafter: sheila.andrews@cincinnati-oh	.gov

### Williams, Brenda

From: Kenkel, Hillary on behalf of Mann, David Sent:

Monday, April 27, 2020 12:06 PM

202000589

To: Williams, Brenda

Cc: Paraskevopoulos, Ioanna

Subject: Fw: [External Email] Columbus Ave Development

Hi Brenda,

Councilmember Mann would like to add the below correspondence to the Council Calendar.

Thank you,

Hillary Kenkel | Community Affairs Advisor ph. (513) 352-4611 Office of Councilmember David Mann Cincinnati City Hall 801 Plum Street, Suite 349 | Cincinnati, OH 45202

\*\*I will be working remotely until further notice. I can be reached at Hillary.kenkel@cincinnatioh.gov, or on the phone at 859-888-0852.\*\*

From: Catherine Power <catherinempower@icloud.com>

Sent: Tuesday, April 21, 2020 3:38 PM

To: #COUNCIL <#COUNCIL@cincinnati-oh.gov>

Subject: [External Email] Columbus Ave Development

External Email Communication

Good Afternoon,

This letter is from my husband Wallace Power Jr.

The residents of Columbus Avenue and the western end of Portsmouth Avenue have voiced concerns over the proposed development at the north end of Columbus. The privacy fence at the north end of Columbus was erected in 2005 and provided relief from the negative behavior of bar patrons of the bars on Wasson Road. This fence has been 100% effective and benefitted not only our neighborhood, but the city's police force and taxpayer money for nuisance calls no longer necessary.

Since the railroad parcels went up for sale we have tried to convey that we were against development of any kind as it put our fence in jeopardy. These concerns fell on deaf ears and three years later with the lots being completely cleared it is obvious nothing will stop it.

The developer and builder are are now seeking an easement to or purchase of the remaining city property between the

lots. When this happens they will demolish our fence. Now they have provided mild solace to the neighborhoods concerns and said they will provide landscaping to deter pedestrians. The residents are extremely skeptical because our practical experience with the situation has taught us this will NEVER work.

Therefore let us proffer one last idea which may be a win-win situation for all parties involved. The developer and builder, our community, the city, and District Two Police.

We would agree that the city sell the tract of land between his two parcels provided the following conditions.

- 1) That the city sell only the land they own to the developer a foot short of where the privacy fence stands. That the rest of the tract will be theirs. From a foot short of our fence to the paved edge of Columbus, where the fence sits, I will personally purchase.
- 2) That Wasson Way allow a driveway crossing the bike path to be built from Wasson Road to the building lots. We feel that any objection to this would be petty given that Wasson Way will cross Madison Road at Rookwood, Edwards Road (Rt 562), and Paxton. If you inspect the grade on Wasson at this site the incline to the lots seems reasonable. This would provide access from Wasson directly and NOT Columbus Avenue.

Why this compromise would be acceptable to all parties.

- 1) The developer and builder will start and finish their project.
- 2) The city will gain property tax revenue and income tax revenue from the workers on the project.
- 3) District Two will not be bothered by an increase in trivial nuisance calls which are bar related.
- 4) Our neighborhood will know 100% that our quality of life will not deteriorate.
- 5) The buyers of the properties will know that no one will encroach their property from the south border and bar patrons will have no reason to cross Wasson Road to their domiciles.

We reject the notion that we should trust the developer to concoct a solution to a problem which has already been solved for the last fifteen years by our privacy fence.

We beg you to adopt this idea. We know Rob Wildermuth and Andrew James Builders had their heart set on Columbus Avenue access. Our neighborhood had our hearts set on preserving the green space which is now two cleared building lots and the absolute restriction of pedestrian through access.

Thanks very much in your consideration as much effort over the years has gone into the preservation of our neighborhood through council visits, phone calls, petitions, years signs etc.

Wallace Power Jr 513-871-3785

Catherine Power 3647 Columbus Avenue Cincinnati, Ohio 45208 513-417-9959



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000589	Communication	Held
	COMMUNICATION, submitted by Councilmember Mann from Wallace & Catherine Power, regarding Columbus Avenue Development.	
	Introduced: 4/29/2020 Controlling Bo	Controlling Body: Budget and Finance Committee
	Meeting Date: 4/29/2020	Sponsor(s): Mann
	Department: David Mann	
	Drafter: sheila.andrews@cincinnati-oh	gov



Date: May 21, 2020

To:

Councilmember Jeff Pastor

From:

Paula Boggs Muething, City Solicitor

Subject:

**Emergency Ordinance - Ten Minute Free Parking** 

202000668

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the City Manager to extend the ten-minute free parking policy to all existing programmable single space smart meters in the City of Cincinnati.

PBM/AEP/(lnk) Attachment 314669

### **EMERGENCY**

## City of Cincinnati



## An Ordinance No.

- 2020

**AUTHORIZING** the City Manager to extend the ten-minute free parking policy to all existing programmable single space smart meters in the City of Cincinnati.

WHEREAS, the City Manager has authority under Cincinnati Municipal Code Section 108-13 to fix, amend, revise, and collect charges and fees for parking in all city-owned off-street and on-street parking facilities including parking meters; and

WHEREAS, currently, parking meters in the Central Business District are programmed to provide ten minutes of free parking or standard rates to encourage short stops at retail and food service businesses; and

WHEREAS, due to COVID-19 and the restrictions implemented to control it, businesses are now heavily reliant on delivery services and curbside customer pickup; and

WHEREAS, it is Council's desire, as evidenced by the passage of Motion #202000197, that the City Manager extend the ten-minute free parking policy to all existing programmable single space smart meters in the City of Cincinnati; 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 extend the ten-minute free parking policy to all existing programmable single space smart meters in the City of Cincinnati. This policy does not require the replacement of any meters that are not due to be replaced or the delay of any planned or necessary upgrades to multi-space meters.

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

Section 3. That this ordinance shall take effect and be in force beginning July 1, 2020.

Passed:	, 2020	
		John Cranley, Mayor
Attest:		•
Clerk		



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000668	Ordinance	Held
	Boggs Muething, City Solicitor on	omitted by Councilmember Jeff Pastor from Paula 5/21/2020, AUTHORIZING the City Manager to policy to all existing programmable single space ati.
	Introduced: 5/21/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 6/10/2020	
	Drafter: sheila.andrews@cincinnati-ol	n.gov

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Phone (513) 352-5243

Email jeff.pastor@cincinnati-oh.gov Web www.cincinnati-oh.gov

202000710

May 28, 2020

### **MOTION**

Jeff Pastor
Councilmember

We MOVE that the Administration provide a report on the fiscal impact of reducing the following fees and rates to 2018 levels. The following were raised as part of the FY 2019 Budget:

- 1. Commercial hauling tax
- 2. Building and permit fees
- 3. Stormwater rates
- 4. Cost of parking at meters
- 5. Billboard tax
- 6. Admissions tax

Councilmember Jeff Pastor



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000710	Motion	Held
	MOTION, submitted by Councilmember Pastor, WE MOVE that the Administration provide a report on the fiscal impact of reducing the following fees and rates to 2018 levels. The following were raised as part of the FY 2019 Budget: 1. Commercial hauling tax 2. Building and permit fees 3. Stormwater rates 4. Cost of parking at meters 5. Billboard tax 6. Admissions tax.	
	Introduced: 6/3/2020 Controlling Body: Budget at	Controlling Body: Budget and Finance Committee
	Meeting Date: 6/3/2020	
	Drafter: sheila.andrews@cincinnati-c	oh.aov



20200070/ Date: June 17, 2020

To:

Councilmember P.G. Sittenfeld

From:

Paula Boggs Muething, City Solicitor

Subject:

Emergency Ordinance - Modifying Chapter 320 of Cincinnati Municipal

**Code Primary Apprenticeable Occupation** 

Transmitted herewith is an ordinance captioned as follows:

**MODIFYING** Section 320-1-P2, "Primary Apprenticeable Occupation" of Chapter 320, "Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers" of the Cincinnati Municipal Code to amend the definition of "Primary Apprenticeable Occupation."

PBM/CMZ(lnk) Attachment 315887

### **EMERGENCY**

# City of Cincinnati

**CMZ** 



An Ordinance No.

-2020

MODIFYING Section 320-1-P2, "Primary Apprenticeable Occupation" of Chapter 320, "Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers" of the Cincinnati Municipal Code to amend the definition of "Primary Apprenticeable Occupation."

WHEREAS, on June 26, 2012, City Council ordained Chapter 320 of the Cincinnati Municipal Code to provide requirements for those contractors who could be awarded construction contracts for the Department of Sewers based on significant capital work required to be completed; and

WHEREAS, Chapter 320 was amended to include construction contracts for the Greater Cincinnati Water Works that are \$400,000 or more; and

WHEREAS, one requirement of Chapter 320 is that bidders on these construction contracts identify the Primary Apprenticeable Occupation for the project, which is that occupation that will comprise the largest number of hours working on that construction project; and

WHEREAS, there has been some confusion regarding how the Primary Apprenticeable Occupation should be determined, and therefore it is appropriate to clarify the definition; now, therefore,

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

Section 1. That Section 320-1-P2, "Primary Apprenticeable Occupation" of Chapter 320, "Compliance Guidelines for Construction Contracts Issued by Water Works and the Department of Sewers" of the Cincinnati Municipal Code is hereby amended to read as follows:

### Sec. 320-1-P2. - Primary Apprenticeable Occupation.

"Primary Apprenticeable Occupation" shall mean the apprenticeable occupation that comprises the largest number of hours on the project, as determined by the number of construction hours expected to be performed in that apprenticeable occupation at the time the construction contract is executed. "Primary Apprenticeable Occupation" shall be determined by looking to past industry practices in the locality concerning which workers traditionally have done the work that will comprise the largest number of hours on the project, including review of the labor classifications traditionally assigned the work according to prevailing wage and federal Davis-Bacon laws.

Section 2. That existing Section 320-1-P2 of the Cincinnati Municipal Code is hereby repealed.

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 clarify the definition of "Primary Apprenticeable Occupation" to prevent confusion on future construction contracts subject to Chapter 320 of the Cincinnati Municipal Code.

Passed:	, 2020	
	_	John Cranley, Mayor
Attest:Clerk		
New language underscored.	Deleted language indicat	ed by strikethrough.



801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202000781	Ordinance	Held
	Sittenfeld, from Paula Boggs Mueth 320-1-P2, "Primary Apprenticeable Guidelines for Construction Contrac	d 06/17/2020, submitted by Councilmember ing, City Solicitor, MODIFYING Section Occupation" of Chapter 320, "Compliance ts Issued by Water Works and the Department all Code to amend the definition of "Primary
	Introduced: 6/17/2020	Controlling Body: Budget and Finance Committee
	Meeting Date: 6/17/2020	Sponsor(s): Sittenfeld
	Department: P.G. Sittenfeld	
	Drafter: Robert.Neely@cincinnati-oh.go	ov



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P.G. Sittenfeld

Conneilmember

August 17, 2020

### MOTION

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

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

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

#### COMMITTEES



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P.G. Sittenfeld

Conneilmember

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

Council Member P.G. Sittenfeld

PG Sitterfold

COMMITTEES

Chair: Education, Innovation & Growth Member:

Member: Budget & Finance . Equity, Inclusion, Youth & The Arts



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### Jan-Michele Lemon Kearney

Councilmember

#### **MOTION**

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

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

Jan-Michele Kearney

Councilmember Jan-Michele Kearney

#### **STATEMENT**

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



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Jan-Michele Lemon Kearney

Councilmember

#### **MOTION**

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

Councilmember Jan-Michele Kearney

Jan-Michele Lemo Kearney

### STATEMENT

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



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David S. Mann

Councilmember.

September 16, 2020

### MOTION

**WE MOVE** that the City administration immediately work with the Homeless Coalition, Strategies to End Homelessness and other appropriate stakeholders to address the challenges of homeless citizens and folks on the verge of becoming homeless as Winter approaches in the midst of the pandemic.

Councilmember David Mann

### **Statement:**

The COVID pandemic with its health issues, coupled with unemployment and eviction problems, has created an extraordinary challenge for people experiencing or about to experience homelessness. The Homeless Coalition, Strategies to Prevent Homelessness and other stakeholders are working diligently but need the active involvement of the City Administration with its expertise and financial support.

The starting points for his collaboration should be the Plan presented by the Homeless Coalition to the Budget and Finance Committee on September 14, 2020, and the ideas contained in Kevin Finn's attached Memorandum of September 3, 2020, to Mayor Cranley.



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David S. Mann

Councilmember

The City has received a substantial grant of \$7.5 million in ESG-CV funds from the U.S. Department of Housing and Urban Development. Some \$4 million of this grant has not yet been allocated by the City. Suggestions from Strategies to End Homelessness and the Homeless Coalition lay out significant needs this winter.

The leadership and resources of the Administration are needed to make needed decisions long before winter demands set in.



prevent. assist. solve.

Leading a coordinated community effort to **end homelessness** in Greater Cincinnati

### **MEMORANDUM**

To:

Mayor John Cranley, City of Cincinnati

From:

Kevin Finn, President/CEO Strategies to End Homelessness

kfinn@end-homelessness.org, 513-708-8054

RE:

Emergency Solutions Grant - CARES Act Funding

Date:

September 3, 2020

#### **Overview**

Strategies to End Homelessness, the Unified Funding Agency of the Cincinnati/Hamilton County homeless services system, respectfully requests \$2 million in *Emergency Solutions Grant - CARES (ESG-CV)* funding awarded to the City of Cincinnati by the U.S. Department of Housing and Urban Development, to allow expansion of local **Homelessness Prevention Programs** to serve our neighbors in need.

The City of Cincinnati has been awarded approximately \$7.5 million in ESG-CV funding. To date, plans have only been made known pertaining to approximately \$3.5 million of that funding, so our request constitutes about half of the City's remaining ESG-CV funding.

The need for homelessness prevention resources is urgent and great, while three households can be provided with homelessness prevention services for the same cost as serving only one household after that household is already on the street or in a shelter. Additionally, homelessness prevention services are 85% effective in preventing future episodes of homelessness, while a third of families that become homeless, and are assisted after they were already homeless will become homeless again. In short, homelessness prevention services are more cost effective and have better outcomes for at-risk households.

Due to the COVID-19 pandemic and its direct economic impact, the number of families seeking assistance has greatly increased. Our Central Access Point Helpline, the centralized shelter placement helpline for Greater Cincinnati, has experienced a 25% increase in calls for assistance from April to June 2020.





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(513) 263-2780 | strategiestoendhomelessness.org | info@end-homelessness.org

2368 Victory Parkway, Suite 600 Cincinnati, Ohio 45206



The CARES Act funding made available to assist families at-risk of homelessness expires on 12/31/2020, but many households will find themselves on the brink of homelessness beyond 2020. On September 2<sup>nd</sup>, the Department of Health and Human Services and the Centers for Disease Control and Prevention issued an order to temporarily halt evictions through the end of the year.

A temporary halt we agree with, as evictions threaten to increase the spread of coronavirus because they force people to move or go into shared living situations or group settings like our local homeless shelters. However, the halt is not automatic. The order puts the responsibility on the renter to ensure they meet the criteria and to provide a signed written statement to their landlord in order to invoke the protection.

Rent is not canceled, nor forgiven. On January 1<sup>st</sup>, 2021 renters will be required to pay back rent and landlords may opt to collect rent in one lump sum. As the City of Cincinnati's allocation of ESG-CV funding can be spent over a two year period, it's this funding that can provide assistance to households we know will be struggling for help in 2021 and 2022, long after CARES Act funding has been exhausted.

We appreciate your consideration of this request, and appreciate your support and partnership to help end homelessness in the City of Cincinnati.

### Homelessness Prevention Efforts ESG-CV funds would support:

Under the umbrella of Homelessness Prevention, two separate projects seek to prevent homelessness in Cincinnati/Hamilton County-Shelter Diversion and Eviction Prevention.

#### 1) Shelter Diversion

As part of our comprehensive system of care, our Shelter Diversion program plays a critical piece of solving homelessness by targeting individuals and families who, statistically, are most likely to find themselves in an emergency shelter or on the streets in the near future — those who have already lost their housing, are now living in doubled-up situations and running out of such places to stay.

Shelter Diversion programming provides rental and utility assistance to households that are doubled-up and at-risk of having to enter an emergency shelter. Instead of experiencing the trauma of homelessness, Shelter Diversion assists households back into their own stable permanent housing.

Shelter Diversion programming is directed primarily toward families.

- Households are identified as appropriate for the Shelter Diversion Program by our Central Access Point Helpline Intake Specialists
- The program offers short-term (3-6 months) rental assistance, provides rental deposit, utility assistance, and oftentimes furniture
- Case management services (provided by Bethany House Services, the Freestore Foodbank, and the Interfaith Hospitality Network of Greater Cincinnati) help households identify and eliminate any barriers to remaining stably housed into the future

Even before COVID-19, 56% of households in need of services were being turned away without any assistance. Clearly, there are many more families in need in our community if capacity were available. ESG-CV funds will be used to increase the capacity of these critical services, to meet the need in our community and assist more families.

- Homelessness Prevention is highly cost-effective and has the best outcomes for clients
- It costs on average \$1,300 per person to keep someone from becoming homeless, compared with \$3,900 per person to assist after they become homeless

#### 2) Eviction Prevention

Since the beginning of the COVID-19 pandemic and economic crash felt across the country, Strategies to End Homelessness has secured funding for Eviction Prevention services, provided in partnership with the Legal Aid Society of Southwestern Ohio. Eviction Prevention provides rental assistance and in some cases legal assistance to stop households from being evicted, thereby preventing households from losing their housing and beginning a likely decent toward homelessness. Strategies to End Homelessness is committed to the continued expansion of Eviction Prevention service, to be provided to the citizens of the City of Cincinnati, in partnership with Legal Aid, the Freestore Foodbank, Talbert House, Society of St. Vincent de Paul, and the Community Action Agency.

By way of example of critical evidence of need, on July 22<sup>nd</sup> the Hamilton County Commissioners announced a \$3.5M CARES Act Eviction Prevention fund. More than 2,000 families applied for assistance on the first day. As a result, on August 27<sup>th</sup>, the Hamilton County Commissioners voted to approve an additional \$3.5M CARES Act Eviction Prevention funding, as the response was overwhelming. It is important to note that CARES Act funding will expire on December 31<sup>st</sup>, 2020. Therefore, our goal is to secure the funding necessary to support local families who find themselves facing eviction in 2021 and beyond. Again, ESG-CV funds can be spent over a two year period.

We need to help keep these families stably housed, in their current properties, not only to prevent the trauma families endure experiencing homelessness, but because of the lack of affordable housing Greater Cincinnati households will have an even harder time finding decent, affordable housing in the future if they have an eviction history.

### Amount and Duration of Financial Assistance for Clients

Shelter Diversion: In our experience of coordinating Shelter Diversion programming, families often need 3-6 months of financial assistance to stabilize once coming out of a doubled-up situation. Often there are many other barriers to stability besides just housing including income and other family concerns; which is why intensive Case Management is so important.

<u>Eviction Prevention:</u> An Eviction Prevention partner will complete an assessment with families to determine how many months of assistance are needed to stabilize the household. If they are behind multiple months, those arrears will be prioritized in order to bring them current with the landlord to cancel eviction. If additional months are needed based on the family's income prospects, future months may be requested and approved.

#### **About Strategies to End Homelessness**

Strategies to End Homelessness leads the coordinated community effort to end homelessness in Greater Cincinnati. We envision a community in which everyone has a stable home and the resources needed to maintain it. We work to prevent as many people from becoming homeless as possible, provide a high level of assistance those who are homeless, and offer solutions to homelessness through housing.

Strategies to End Homelessness was founded in 2007 as *The Cincinnati-Hamilton County Continuum of Care for the Homeless, Inc.*, for the purpose of coordinating and planning local homeless services through the U.S. Department of Housing and Urban Development's Continuum of Care program. In 2012, we changed our name to Strategies to End Homelessness, a name that more accurately reflects our expanded leadership role in the community.

Under our leadership, the local Continuum of Care system has grown to include street outreach, a centralized intake helpline, emergency shelters, transitional and permanent housing programs, as well as comprehensive homelessness prevention services.

In 2016, Strategies to End Homelessness was designated by the U.S. Department of Housing and Urban Development as a Unified Funding Agency. One of only eight Unified Funding Agencies out of 412 Continuums of Care in the nation, to date. To receive and retain this status, an agency must demonstrate robust sub-recipient management and strong financial controls.

The Unified Funding Agency designation gives us a level of authority and autonomy normally reserved for HUD, enabling us to make flexible funding decisions to address the needs of our partner agencies in real time, and to target resources toward ending homelessness.

Strategies to End Homelessness oversees funding on behalf of the City of Cincinnati, Hamilton County, Ohio, Ohio Development Services Agency, Ohio Housing Finance Agency, and the Coalition on Homelessness and Housing in Ohio.

Specific to Federal funding, we administrate the following: Emergency Solutions Grant, Emergency Solutions Grant CARES (partial funding previously awarded for qualifying Agencies supported by the City Human Services Fund), Housing Opportunities for Persons with AIDS, Housing Opportunities for Persons with AIDS CARES, Temporary Assistance for Needy Families, Continuum of Care Program Funding, and the CARES Act funding from the Department of Treasury on behalf of Hamilton County, Ohio.

Today our agency coordinates the work of 30 local nonprofit agencies to end homelessness in Greater Cincinnati by providing services, housing, shelter, and homelessness prevention programs affecting the lives of more than 12,000 people annually.

In part due to our work, and in part due to the strengths of our local partner agencies, Cincinnati is a nationally recognized leader in implementing innovative and effective programs to end homelessness.



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202001829

Jan-Michele Lemon Kearney
Councilmember

September 14, 2020

### FY2021 CARRYOVER BUDGET PRIORITIES

As City Council begins to work through the 2021 Carryover Budget, please accept these as my priorities for public discussion and consideration:

Cincinnati Arts Access Fund (CAAF): a one-time investment of \$200,000 should be made to address the loss of income and financial support that artists, creatives, and neighborhood arts organizations have faced amid the COVID-19 pandemic. The fund should be managed and administered by ArtsWave to ensure public trust and to leverage the deep expertise of a leading local institution that funds and supports 100+ arts projects and organizations through impact-based grants that result in a wave of arts that connect our region and make it vibrant. I have submitted a motion (see Cincinnati Arts Access Fund Motion) requesting a report about how to move forward with the creation of this fund, which also outlines specific program parameters and requirements.

Harbor Fund (Code Enforcement Relief): an initial \$400,000 investment should be made to create a program (or set of programs) similar to what was formerly known as the "Harbor Fund", which provided low-income homeowners with grants to resolve code violations and make necessary repairs to their homes to bring them up to code. Property owners, particularly in low-income neighborhoods, are losing their homes. Homeownership in Cincinnati (38%) already is lower than the national average (62%), and even lower for Black, Brown, and low-income communities. Homeownership is a means for families to build wealth, strengthen neighborhoods, and even improve physical and psychological health. For these reasons, we must take proactive steps to help increase access to homeownership, which includes providing opportunities for low-income families to invest in and maintain their properties.

Councilmember Jan-Michele Lemon Kearney

Jan-Michele Lemon Carney



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### Jan-Michele Lemon Kearney

Councilmember

### **MOTION**

WE MOVE for the City Administration to provide a report to City Council regarding the feasibility of partnering with mynde.me - a nonprofit project recently launched in Cincinnati that seeks to provide a free mental health education portal to any city or community that wants it.

Example: https://yourcity.mynde.me/

WE FURTHER MOVE for this report to be delivered to City Council within 14 days, and for the Cincinnati Health Department to engage directly with Mr. Neal O'Farrell (neal@mynde.me), the founder of mynde.me, prior to delivering this report to City Council.

Councilmember Jan-Michele Lemon Kearney

Jan-Michele Lemo Kearney

### **STATEMENT**

Mental health has always been an enormous community challenge, and it is only made worse by the COVID-19 pandemic. Education and support are vital, especially when there are growing budget challenges. Mynde.me, founded by Neal O'Farrell, came up with the idea of offering a dedicated and customized mental health education portal as a way of providing free resources and support to people struggling with mental health issues, as well as for family members and loved ones who support them. Recognizing that this project would provide significant value to public health at no cost to the City, we believe the City Administration should make every effort to make this happen.

### PETITION

### TO THE COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, JNB Custon Homes, LLC, an Ohio limited liability company, Jay and Lisa Silverthorne, husband and wife, Ollinger Holdings LLC, an Ohio limited liability company, O'Daniel, LLC, an Ohio limited liability company, Frazier Custom Homes, LLC, an Ohio limited liability company, Cary and Patricia Belyea, husband and wife, 11503 Springfield Pike LLC, an Ohio limited liability company, and East End Development LLC, an Ohio limited liability company (collectively, the "Owner") represents and warrants that it is, on the date of this Petition and on the date of submission of this Petition to the Council of the City of Cincinnati ("City Council"), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference, less lot 35 which is not the subject of this petition ("Property"), and that the Property includes one hundred percent (100%) of the area and lots and lands benefited by and to be assessed for the improvements hereinafter described ("Assessed Lands").

Petition for Public Improvements. The Owner (together with its grantees or transferees, and its and their successors and assigns as owners of any of the lots and lands included in the Assessed Lands, "Owners"), hereby respectfully petitions this City Council for the public improvements described in <a href="Exhibit B">Exhibit B</a> attached hereto, which Exhibit is incorporated herein by this reference (collectively, "Public Infrastructure Improvements"), as the same are further described and detailed in the plans, specifications, profiles and estimates of cost (collectively, "Plans") filed in the office of the Clerk of Council of the City of Cincinnati ("City") prior to or concurrently with the filing of this Petition.

Assessed Lands. The Assessed Lands shall solely include lots 1 through 34 and 36 through 39 included within the Property as depicted in <u>Exhibit C</u> attached hereto, and shall exclude lot 35 and the real property dedicated as right-of-way for the Public Infrastructure Improvements and the common areas not included in lots 1 through 39, each as depicted in <u>Exhibit C</u> ("Excluded Properties").

Costs to be Assessed; Period of Assessment. The undersigned further requests, on behalf of the Owners, that 100% of the total assessable cost of the Public Infrastructure Improvements, determined subject to and as further described herein and in the Plans ("Assessable Cost"), be assessed upon the lots and lands constituting the Assessed Lands, with such assessments ("Special Assessments") to be allocated and assessed to the Assessed Lands in proportion to the benefits received, as further described herein, and to be payable, when levied, semi-annually for not more than fifteen (15) years.

The Assessable Cost of the Public Infrastructure Improvements may include, if so elected by the City, any one or more of the following costs:

(a) all costs ("Direct Costs") incurred with respect to the design, engineering, acquisition, construction, installation and equipping of the Public Infrastructure Improvements including, without limitation, the following to the extent applicable: (i) the purchase price of real estate or any interest therein when acquired by purchase; (ii) the cost of preliminary and other surveys and designs; (iii) the cost of preparing plans, specifications, profiles, and estimates; (iv)

the cost of printing, serving, and publishing notices, resolutions, and ordinances; (v) the cost of all special proceedings; and (vi) the cost of labor and material, whether furnished by contract or otherwise, together with reasonable construction management fees; and

all costs ("Indirect Costs") incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Public Infrastructure Improvements including, without limitation, the following: (i) with respect to the issuing or servicing of any revenue, general obligation or other bonds ("Bonds") that may be issued by the City, or the Port of Greater Cincinnati Development Authority (the "Port") under an agreement with the City, in anticipation of collection of the Special Assessments (whether or not also issued in anticipation of other revenues) or otherwise, to finance the Public Infrastructure Improvements (or to refund Bonds previously issued to finance the Public Infrastructure Improvements or refund prior Bonds), subject to the limitations established in the ordinance levying the assessments (or such other ordinances as may be applicable), together with any bond service charges or other like charges, administrative expenses and transaction costs, including by way of example and not of limitation, the following: (A) interest on the Bonds at fixed or variable rates in effect from time to time; (B) costs of obtaining, maintaining or reimbursing payments under letters of credit or other credit enhancement facilities issued to secure payments relating to the Bonds; (C) reserve funds, replenishment of reserve funds, and payment of costs of letters of credit or surety bonds obtained in lieu of funding a reserve fund, or reimbursement of draws thereunder, but subject to the limitation included in this Petition; (D) the fees and expenses of a qualified corporate bond trustee for the Bonds, if applicable; (E) all usual and customary costs of issuance fees, charges and expenses and administrative charges by the City in connection with the issuance of the Bonds, the imposition of the Special Assessments and the implementation of the Public Infrastructure Improvements; and (F) any other usual and customary fees and administrative expenses incurred by the City, the Port, or a trustee in connection with the issuance, servicing or enforcement of the Bonds, the payment of bond service charges or other like charges or the collection and enforcement of the Special Assessments; (ii) without limiting the Owners' waiver of the same, the total amount of damages, resulting from the Public Infrastructure Improvements, assessed in favor of any owner of lands affected by the Public Infrastructure Improvements and interest thereon; (iii) the cost incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments, including reasonable administrative and legal expenses incurred by reason of the Public Infrastructure Improvements, the financing thereof, or the Special Assessments; and (iv) incidental costs, including reasonable administrative and legal expenses, directly connected with the Public Infrastructure Improvements;

All together with interest thereon, administrative expenses with respect thereto and other allowable costs of the Public Infrastructure Improvements, as provided in Chapter 727 of the Ohio Revised Code ("Assessment Act");

Estimated Assessments. In connection with this Petition and in furtherance of the purposes hereof, the Owner acknowledges that it has reviewed the Plans, including the estimated costs of the Public Infrastructure Improvements (including any debt service relating thereto), prepared by Abercrombie & Associates, Inc., and now on file with the Clerk of Council. In connection with this Petition and in furtherance of the purposes hereof, the Owner further acknowledges that it has reviewed the estimated Special Assessments to be levied for the Public Infrastructure Improvements, including all estimated costs to be included therein which are now

on file with the Clerk of Council, and acknowledges and agrees that the estimated Special Assessments have been determined in accordance with this Petition.

Benefit. The undersigned Owner acknowledges and agrees that the Special Assessments as contemplated herein do not exceed the benefit to be received by the Assessed Lands as a result of the Public Infrastructure Improvements. The undersigned Owner further acknowledges and agrees, in consideration of the construction of the Public Infrastructure Improvements by or on behalf of the City, that no property in the City, other than the Property, will receive special benefits from the Public Infrastructure Improvements, and requests that the amount that would have been assessed on any other property in the City, except for the absence of any special benefit to that other property, be assessed upon the Assessed Lands, and that the balance of the total costs of the Public Infrastructure Improvements to be assessed by the City be assessed on the Assessed Lands.

Acknowledgments, Consents and Waivers. The undersigned Owner consents and requests that the Special Assessments be levied and collected without limitation as to the value of the property assessed and hereby waives any and all rights, benefits, and privileges specified by the Assessment Act, including by Ohio Revised Code Sections (" $ORC \S \S$ ") 727.03 and 727.06 or by any other section thereof restricting said assessments to thirty-three and one-third percent (33-1/3%) of the actual improved value of said lots and lands as enhanced by the Public Infrastructure Improvements made or to be made, or under ORC §727.04 or any other section thereof limiting assessments for re-improvements where an assessment has been levied and paid previously. The undersigned further waives any and all damages or claims for damages of whatsoever kind, character or description growing out of or resulting from the Public Infrastructure Improvements or the making thereof including, by way of example and not of limitation, all rights, benefits, and privileges which are specified by ORC §§727.18 through 727.22, inclusive, and ORC §727.43.

The undersigned Owner further waives all notices and procedures required for the making of the Public Infrastructure Improvements or the imposition of the Special Assessments, including (by way of example and not of limitation) notice of the adoption of the resolution of necessity and the filing of estimated assessments, the equalization of the estimated assessments, any increase in the cost of labor and materials or financing-related costs over the estimated cost thereof, and the passage of the assessing ordinance, and including (also by way of example and not of limitation) such notices as are authorized and required by ORC §§727.13, 727.16, 727.17. 727.24 and 727.26. The undersigned Owner further waives the strict construction of proceedings specified by ORC §727.40 and expressly agrees that the proceedings shall be liberally construed in all respects to support the imposition and collection of the Special Assessments in the amounts levied pursuant to this Petition; waives the lapse or waiver of the lien of the Special Assessments after two years as specified by ORC §727.34, and expressly agrees, as a covenant running with the land and to be further evidenced by the declaration referred to and to be recorded as described below, that such lien does and shall continue in force so long as any of the Special Assessments remain on the tax list uncollected; and waives any and all irregularities and defects in the proceedings for the imposition of the Special Assessments and such lien.

The undersigned Owner, on behalf of itself and any other Owners from time to time, hereby waives any other procedural or other requirements with respect to the imposition of special assessments to the extent any such requirement would (i) be inconsistent with or in

addition to the procedures described in this Petition or (ii) if not met, result in the invalidity or illegality of all or a portion of the Special Assessments.

Covenants of Owners. In consideration of the special benefits conferred by the Public Infrastructure Improvements, the undersigned Owner covenants and agrees that it will (so long as it is an Owner of Assessed Lands), and that each other Owner will, pay promptly all Special Assessments levied against those Assessed Lands owned by such Owner as they come due and before they become delinquent, and further agrees that the determination by the City Council of the Special Assessments to be imposed against the Assessed Lands will be final, conclusive and binding upon each and all of the Assessed Lands and each such Owner (except as may be subsequently amended by the City Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Bonds remain outstanding, upon the transfer of any of the Assessed Lands or any portion thereof to any transferee: (a) to disclose the existence of any outstanding Special Assessments for the Public Infrastructure Improvements, (b) to pay or cause to be paid prior to any such transfer, as a condition to the effectiveness of the delivery of any deed or instrument of transfer, all Special Assessments then or theretofore due and payable with respect to the Assessed Lands to be transferred, and (c) to require that each such transferree agree to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations; provided that recording of a declaration against all of the Assessed Lands making such disclosures, imposing such obligations and providing for the waiver by any transferee of any rights that the undersigned Owner has waived pursuant to this Petition, shall constitute full satisfaction of the requirements of clauses (a) and (c) of this sentence. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid and the Bonds remain outstanding, the deed or instrument of transfer to any transferee shall provide for (i) the acquisition of such property subject to any outstanding Special Assessments imposed on such property and for the waiver by such transferee of any rights that the undersigned Owner has waived pursuant to this Petition and (ii) the requirement that each transferee from time to time of any of the Assessed Lands covenant to include in the deed or instrument of transfer to any subsequent transferee the conditions described in clause (i) of this sentence so long as any such Special Assessments remain unpaid and the Bonds remain outstanding; provided, that if a declaration conforming to the requirements of this Petition shall have been recorded with respect to all of the Assessed Lands, the deed or instrument of transfer may instead make specific reference to that declaration. For purposes of this Petition, the term "transfer" shall include any transfer or assignment of either the controlling voting interest, or of all or substantially all of the economic interest, in any entity formed for the purpose of owning (or otherwise owning) one or more parcels included in the Assessed Lands as all or a substantial part of the assets of such entity, but excluding a collateral assignment for security purposes only.

Apportionment of Special Assessments. Owner hereby certifies that the special benefits attributable to the Public Infrastructure Improvement will inure to the future owners of each lot equally. Therefore, subject to applicable law, the Special Assessments shall be apportioned equally to each lot within the Assessed Lands, as shown in Exhibit D.

Additional Agreements and Waivers of Owners: The undersigned Owner understands and requests that the Special Assessments be collected semi-annually to pay debt service and other related costs of the Bonds (and any related Bond Obligations) issued to pay costs of the

Public Infrastructure Improvements. The undersigned Owner hereby waives its right to receive notice of the Special Assessments and further waives its right to pay the Special Assessments in cash prior to certification of the Special Assessments to the County Auditor. To the extent, if any, not included above, the undersigned Owner further waives any and all irregularities and defects in the proceedings for the Special Assessments, the issuance of the Bonds, and the certification, collection and enforcement of the Special Assessments and the lien thereof.

The undersigned Owner further consents and agrees that all legislation required to be enacted to permit the Public Infrastructure Improvements to commence immediately be enacted at one City Council meeting, including the resolution of necessity specified in Section 727.12 of the Revised Code, the ordinance to proceed specified in Section 727.23 of the Revised Code and the assessing ordinance specified in Section 727.25 of the Revised Code, and further consents and requests that the Special Assessments shall be levied and may be collected before the actual cost of the Public Infrastructure Improvements is ascertained. The Owner, and each of the Owners, specifically agrees that it will not contest, in a judicial or administrative proceeding the Special Assessments levied against the Assessed Lands for the Public Infrastructure Improvements.

Petition Binds all Future Owners. Whether or not expressly stated herein, each and every covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition made by the undersigned Owner is and shall constitute a covenant running with the Assessed Lands, made for and on behalf of each Owner from time to time of any and all of the Assessed Lands, and each of their successors and assigns, as if each such Owner (or successor or assign) had owned the Assessed Lands on the dates of this Petition and its submission to City Council, and had joined in the execution hereof. The undersigned Owner hereby acknowledges and affirms, for itself and on behalf of each Owner from time to time, that (i) it intends that the City rely on each covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition, and (ii) if the City elects to levy the Special Assessments and otherwise take the actions contemplated hereby, that the City is acting in consideration of each such covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition.

**Declaration.** The undersigned Owner further covenants and agrees to sign and deliver a declaration or other instrument, in form satisfactory to the City, acknowledging the imposition and lien of the Special Assessments against the Assessed Lands, the amounts of the Special Assessments levied on the Assessed Lands, the period during which the Special Assessments are expected to be due and payable and the other matters referred to herein, for recording in the Official Records of Hamilton County, Ohio at or prior to the issuance of the Bonds, and to cause the holder of any existing liens on the Property to expressly join in that declaration for the purpose of expressly subordinating its lien to the lien of the Special Assessments.

Authority to Sign. The undersigned signatory represents and warrants that he has full right and authority to sign this Petition and no other signatures or approvals are required.

[Signature Page Follows]

LOT 23 OWNER:

JNB Custom Homes, LLC

By: \_

Name:

Its: Jowne

Dated:

, 2020

STATE OF OHIO

COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by John Boyle, Dwel of JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This

JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to

this acknowledgment.

Notary Public

My commission expires: 10-4-2022

i.

ELIZABETH J. GUTHRIE Notary Public, State of Ohio My Commission Expires 10-04-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Onio
Wy Commission Expires 10-04-2022

LOT 28 OWNER:

	JAY	AND	LISA	SILX	/ER	THO	DRNF
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By:

Ву:

Dated: September 11, 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2020 by Jay and Lisa Silverthorne, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-202

ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
My Commission Expires 10-04-2022



ELIZABETH J. GUTHRIE
Notary Public. State of Ohio
WY Commission Expires 10-04-2022

### LOT 30 OWNER:

### **OLINGER HOLDINGS LLC**

By:		
Name:	BOND Olivher	
Its:	0(2) 2)60	

Dated: 58 p f 8 , 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this gth day of September, 2020 by Bradollinger, Owner of Olfnger Holdings LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10.4-2022

ELIZABETH J. GUTHRIE

Notary Public, State of Otio

My Commission Expires 10-04-2022

ELIZABETH J. GUTHRIE

Notary Public, State of Otto

M. Commission Expires 10-04-2022

LOT 34 OWNER:

O'DANIEL, LLC

By: Oum O	Dime
Name: Outros	O'DANY!
Dated: 9-8	, 2020

STATE OF OHIO KONTUCKY

COUNTY OF HAMILTON ) BOONE

The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Sprember</u>, 2020 by <u>Quinn O'Daniel</u>, <u>member</u> of O'Daniel, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Sara Sterling #628854 NOTARY PUBLIC STATE AT LARGE KENTUCKY

MY COMMISSION EXPIRES August 27, 2023

Notary Public

My commission expires:

[This page reserved.]

### LOT 36 OWNER:

### FRAZIER CUSTOM HOMES, LLC

Ву: _	1/27	_
Name:	President	IER
Its:	President	
Dated:	9-8	2020

STATE OF OHIO	)
	)
COUNTY OF HAMILTON	)

The foregoing instrument was acknowledged before me this \$7h\$ day of September, 2020 by Andre Frazier, President of Frazier Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022



ELIZABETH J. GUTHRIE

Notary Public, State of Ohio

My Commission Expires 10-04-2022



ELIZABETI I GUTHRIE

Notary Public, State of Ohio

Lity Commission Expires 10-04-2022

The spirit of states of

LOT 37 OWNER:

### CARY AND PATRICIA BELYEA

Cary Relyea

///:-

Patricia Relyea

Dated: Sept. 15, 2020

STATE OF OHIO

COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2020 by Cary Belyea and Patricia Belyea, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 8 - 12 - 23

STATION

AARON A. FOSTER Notary Public, State of Ohio My Commission Expires 08-12-2023

### LOT 36 OWNER:

## FRAZIER CUSTOM HOMES, LLC

				Name:					_	<del>-</del> -
		• •		Dated:				2	2020	
STATE OF	OHIO OF HAMILTO	) ) )N )								
The	foregoing i	instrument	was	acknowledged	before	me	this		day	of of
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		•	¢°°	Notary	Public		······································		<del></del>	

### LOT 39 OWNER:

### 11503 SPRINGFIELD PIKE LLC

Dated: <u>09-09</u>, 2020, 2020

By: Elevolo	122
By:	ullon
Name: E DWAY D	W. WOLTERMAN
Its: OwnEK	

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 9 day of Systember, 2020 by Edward W. Wolferman, Owner of 11503 Springfield Pike LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022

ARIAZ ON MY

ELIZABETH J. GUTHRIE Notary Public, State of Ohio My Commission Expires 10-04-2022



ELIZABETH J. GUTHRIE
Notary Public, State of Ohio
Scientificasion Expires 10-04-2022

LOTS 1-27,29, 31-33, 38 And O.S. Parcels A & B OWNER:

### EAST END DEVELOPMENT LLC

Name: Manage MEMBER

Dated: SEPTEMBER 4 TH , 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 4 day of September, 2020 by Thomas J. Ockermann, Managing Member of East End Development LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

ELIZABETH J. GUTHRIE Notary Public, State of Ohio My Commission Expires 10-04-2022

My commission expires: 10-22-2022

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ELIZABETH J. GUTHRIE Nolary Public, State of Onio Vs. Commission Expires 10-04-2022



### **EXHIBIT A**

### **DESCRIPTION OF PROPERTY**

Situate in Section 31, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot Numbers 1-39, inclusive and Open Space Parcels A and B of Walworth Junction Subdivision as recorded in Plat Book 480, Pages 29 - 31 of the Hamilton County, Ohio Records.

Lot 1 Parcel No. 031-0002-0114 Lot 2 Parcel No. 031-0002-0115 Lot 3 Parcel No. 031-0002-0116 Lot 4 Parcel No. 031-0002-0117 Lot 5 Parcel No. 031-0002-0118 Lot 6 Parcel No. 031-0002-0119 Lot 7 Parcel No. 031-0002-0120	Lot 21 Parcel No. 031-0002-0134 Lot 22 Parcel No. 031-0002-0135 Lot 23 Parcel No. 031-0002-0136 Lot 24 Parcel No. 031-0002-0137 Lot 25 Parcel No. 031-0002-0138 Lot 26 Parcel No. 031-0002-0139 Lot 27 Parcel No. 031-0002-0140
Lot 8 Parcel No. 031-0002-0121 Lot 9 Parcel No. 031-0002-0122 Lot 10 Parcel No. 031-0002-0123 Lot 11 Parcel No. 031-0002-0124 Lot 12 Parcel No. 031-0002-0125 Lot 13 Parcel No. 031-0002-0126 Lot 14 Parcel No. 031-0002-0127 Lot 15 Parcel No. 031-0002-0128 Lot 16 Parcel No. 031-0002-0129 Lot 17 Parcel No. 031-0002-0130	Lot 28 Parcel No. 031-0002-0141 Lot 29 Parcel No. 031-0002-0142 Lot 30 Parcel No. 031-0002-0143 Lot 31 Parcel No. 031-0002-0144 Lot 32 Parcel No. 031-0002-0145 Lot 33 Parcel No. 031-0002-0146 Lot 34 Parcel No. 031-0002-0147 Lot 35 Parcel No. 031-0002-0148 Lot 36 Parcel No. 031-0002-0149 Lot 37 Parcel No. 031-0002-0150
Lot 18 Parcel No. 031-0002-0131 Lot 19 Parcel No. 031-0002-0132 Lot 20 Parcel No. 031-0002-0133	Lot 38 Parcel No. 031-0002-0151 Lot 39 Parcel No. 031-0002-0152 O. S. "A" Parcel No. O. S. "B" Parcel No.

### EXHIBIT B

### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following public improvements:

Approximately 1,635 lineal feet of roadway, along with commensurate curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer.

Remediation of soil in the new public right of way (including testing the area, excavating contaminated soil, and having the contaminated soil shipped to an off site approved EPA landfill).

Installation of retaining walls to provide structural retaining for uphill City of Cincinnati Park Board property that is immediately adjacent to the new public right of way. All related geotechnical investigation, engineering, and inspection services related to the design and installation of these walls.

Acquisition of land necessary to construct the foregoing.

### EXHIBIT C

## DEPICTION OF THE PROPERTY

(SEE ATTACHED)



# WALWORTH JUNCTION

COLUMBIA TOWNSHIP, CITY OF CINCINNATI, HAMILTON COUNTY, OHIO

31-2-107

VICINITY MAP

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WALWORTH JUNCTION



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#### HOMEOWNERS ASSOCIATION STATEMENT

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#### CITY ENGINEER NOTES

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#### RESTRICTIONS ON PRIMITE SENER EXSENDITS

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OWNER/DEVELOPER EAST END DEVELOPMENT, LLC 4010 NORTH BEND ROAD CINCPINATI, OHIO 45211



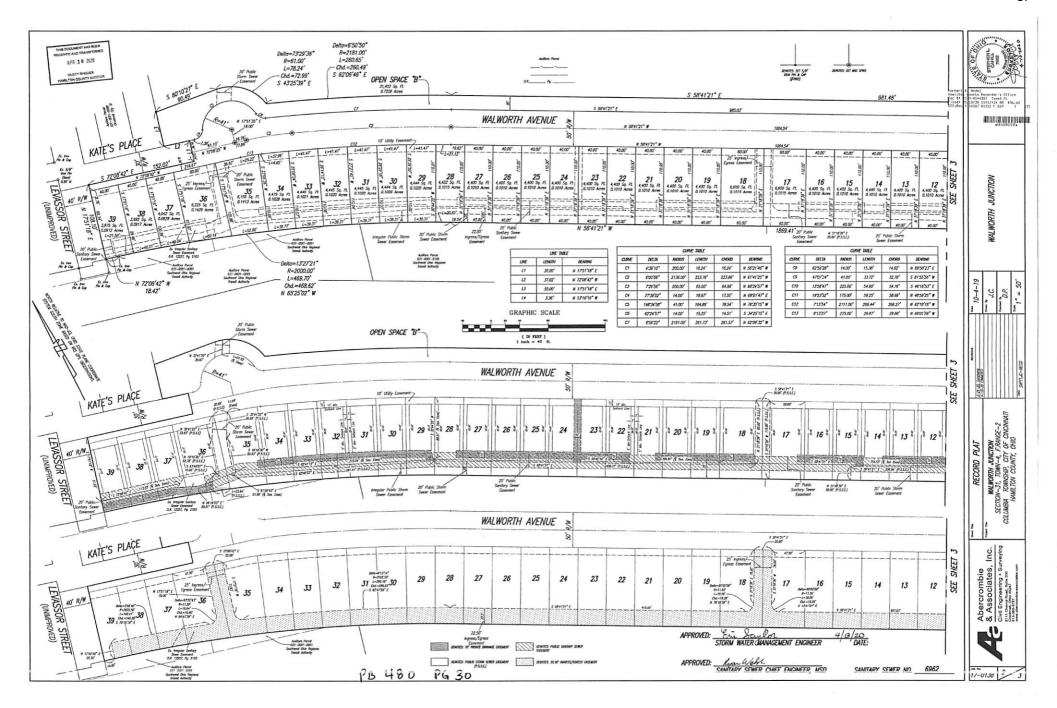


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APPROVED: Lya-WelyL SANTARY SEWER CHIEF EHOWEER, USD

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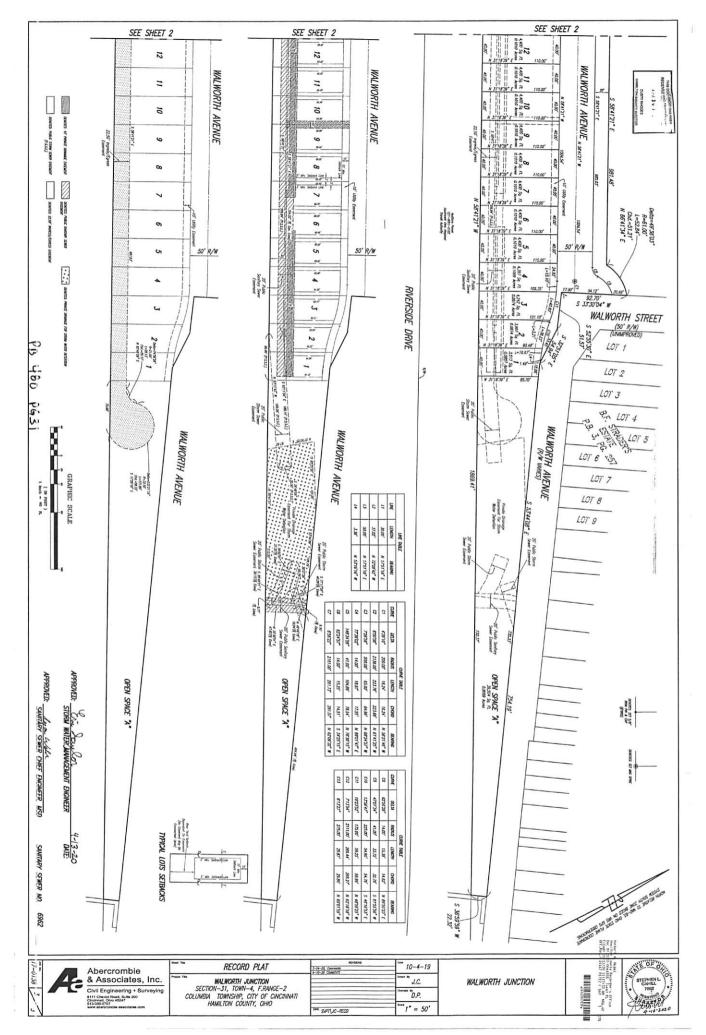


EXHIBIT D

### ESTIMATED ASSESSMENTS

A	В	С	D
Assessed Lands Lot Number (lot number references refer to the numbered lots within the Walworth Junction Subdivision Plat shown in Exhibit C above)	Aggregate Special Assessment	Special Assessment By Lot (B / 38)	Semi-Annual Installment of Special Assessment (C / 30) (i.e., this amount is to be paid 30 times over a 15 year period commencing with the payment of the first installment of the tax year 2021 tax bill)
1	\$5,700,000	\$150,000	\$5000.00
2	\$5,700,000	\$150,000	\$5000.00
3	\$5,700,000	\$150,000	\$5000.00
4	\$5,700,000	\$150,000	\$5000.00
5	\$5,700,000	\$150,000	\$5000.00
6	\$5,700,000	\$150,000	\$5000.00
7	\$5,700,000	\$150,000	\$5000.00
8	\$5,700,000	\$150,000	\$5000.00
9	\$5,700,000	\$150,000	\$5000.00
10	\$5,700,000	\$150,000	\$5000.00
11	\$5,700,000	\$150,000	\$5000.00
12	\$5,700,000	\$150,000	\$5000.00
13	\$5,700,000	\$150,000	\$5000.00
14	\$5,700,000	\$150,000	\$5000.00
15	\$5,700,000	\$150,000	\$5000.00
16	\$5,700,000	\$150,000	\$5000.00
17	\$5,700,000	\$150,000	\$5000.00
18	\$5,700,000	\$150,000	\$5000.00
19	\$5,700,000	\$150,000	\$5000.00
20	\$5,700,000	\$150,000	\$5000.00

21	\$5,700,000	\$150,000	\$5000.00
22	\$5,700,000	\$150,000	\$5000.00
23	\$5,700,000	\$150,000	\$5000.00
24	\$5,700,000	\$150,000	\$5000.00
25	\$5,700,000	\$150,000	\$5000.00
26	\$5,700,000	\$150,000	\$5000.00
27	\$5,700,000	\$150,000	\$5000.00
28	\$5,700,000	\$150,000	\$5000.00
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32	\$5,700,000	\$150,000	\$5000.00
33	\$5,700,000	\$150,000	\$5000.00
34	\$5,700,000	\$150,000	\$5000.00
36	\$5,700,000	\$150,000	\$5000.00
37	\$5,700,000	\$150,000	\$5000.00
38	\$5,700,000	\$150,000	\$5000.00
39	\$5,700,000	\$150,000	\$5000.00

9910572.3

### Mike DeWine, Governor Jon Husted, Lt. Governor Laurie A. Stevenson, Director

91 7199 9991 7030 4726 5028

JAN 3 1 2020

Ralph Meierjohan
East End Developers, LLC
4010 North Bend Road,
Suite 301
Cincinnati, Ohio 45211

Re: Walworth Junction Property

Covenant Approvals

Voluntary Action Program

Hamilton County 531003407002

CERTIFIED MAIL

Subject:

Issuance of Covenant Not to Sue for the Walworth Junction Property,

(19NFA754)

Dear Mr. Ralph Meierjohan:

The CNS states that based on the NFA Letter, and subject to all conditions set forth in these Findings and Orders, Ohio EPA covenants not to sue and releases East End Developers, LLC, and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio to perform additional investigational and remedial activities. The covenant not to sue and release of liability applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300, or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300, to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

Enclosed with the mailing to Ralph Meierjohan, who represents East End Developers, LLC in this matter, is a certified copy of the CNS and its exhibits for the required recording of the CNS documents in the same manner as a deed for the Property, as instructed by the CNS "Conditions and Limitations" section. The enclosed Affidavit for the CNS should be presented to the county recorder's office staff to support the required recording. The enclosed letter to the recorder's office should also be presented to the recorder's office staff to explain the required recording.

Issuance of Covenant Not to Sue for the Walworth Junction Property (19NFA754) Page 2 of 3

Remember to send Ohio EPA a complete copy of each recorded document that shows the recorder's date-stamp and recorded location. Documents may be sent by email (preferred) or mail to the attention of Angela Edwards, DERR Records Management Officer, at the following address:

Ohio EPA – Division of Environmental Response and Revitalization
Voluntary Action Program
50 W. Town St., Suite 700
Columbus, OH 43215
Email: records@epa.ohio.gov

OAC 3745-300-03 authorizes Ohio EPA to charge for the actual costs that it may incur related to site-specific activities, such as the monitoring of compliance with obligations under the CNS including review of the submitted reports. This Agency will send a separate correspondence to provide the number of the account established for the Property and to ask for verification of the billing information.

This action of the Director is final and may be appealed to the Environmental Review Appeals Commission ("Commission") pursuant to ORC 3745.04. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer, State of Ohio", which the Commission, in its discretion, may reduce if by affidavit it is demonstrated that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days after the appeal is filed with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Commission at the following address: Environmental Review Appeals Commission, 30 East Broad Street, 4th Floor, Columbus, Ohio 43215.

Congratulations on the issuance of this CNS. Many persons within the agency, East End Developers, LLC, and Terracon, among others, worked hard to remove the environmental barriers associated with redeveloping this property. If you have any questions or concerns, feel free to contact me at (614) 644-2924 or via e-mail at <a href="mailto:lisa.shook@epa.ohio.gov">lisa.shook@epa.ohio.gov</a>.

Sincerely.

Lisa Shook

Manager, Voluntary Action Program

Division of Environmental Response and Revitalization

Issuance of Covenant Not to Sue for the Walworth Junction Property (19NFA754) Page 3 of 3

### Enclosure

cc: Ralph Meierjohan, East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, OH 45211

Ihor Melnyk, Certified Professional, Terracon, 611 Lunken Park Drive, Cincinnati, Ohio 45226

ec: Dan Tjoelker, SABR, Ohio EPA

Clint White, Legal Office, Ohio EPA

DERR-CO, VAP Files 19NFA754

Sam Staschiak, DERR-VAP

records@epa.ohio.gov



RE: Recording of Covenant Not to Sue

Dear County Recorder's Office personnel:

Attached is a certified copy of a Voluntary Action Program (VAP) covenant not to sue (CNS) issued by the Director of the Ohio Environmental Protection Agency for the property identified in the CNS. The legal description of the property is provided in Exhibit 1. The CNS was issued pursuant to Ohio Revised Code (ORC) § 3746.12.

This certified copy of the CNS is presented to you for its recording in the same manner as a deed to the property, pursuant to ORC §§ 317.08 and 3746.14 (see the "Conditions and Limitations" section of CNS). The affidavit attached to the CNS attests to the certified copy.

Please refer to the property owner East End Developers, LLC, and parcel number 031-0002-0107-00, when logging the recorded CNS in the County Recorder's Office records.

Thank you in advance for your assistance. Should you have any questions, please contact me at the Ohio EPA Legal Office at (614) 644-3037 or clint.white@epa.ohio.gov.

Sincerely,

Clint White, Attorney
Office of Legal Services

### TO BE RECORDED IN **DEED RECORDS**, PURSUANT TO ORC 317.08(A)

# AFFIDAVIT FOR COVENANT NOT TO SUE (Certified Copy)

STATE OF OHIO	)	
COUNTY OF FRANKLIN	)	SS:
Before me, the subscriber, a Notary Pu appeared Tonya R. Lassiter, who, being of that: (i) she is employed as a records me Ohio Environmental Protection Agency ("Cothis Affidavit on behalf of Ohio EPA; and (is copy of the Covenant Not to Sue / Direct Director, and entered in the Director, and entered in the Covenant Not to Sue / Direct Director, and entered in the Covenant Not to Sue of the Walworth Junction Property, locate Cincinnati, Hamilton County, Ohio and futo Sue.	duly sworn a nanagement Ohio EPA") a ii) the attach tor's Final F Ohio E certified co	ccording to law, deposes and says officer in the Legal Office of the and, as such, is authorized to sign and document is a true and correct indings and Orders issued by the EPA Director's Journal on a py is regarding property known as 3121 (odd) Walworth Avenue in
	Janu	R. Cassyer
		R. Lassiter
		ds Management Officer
	Ohio E	EPA Legal Office
Sworn to and subscribed before me this 31 <sup>sh</sup> day of JANUARY	e, a Notary I , 20 <u>20</u> .	Public in and for the State of Ohio,
DONALD L. VANTERPOOL, Att	orney-Ar-land	nald ante soal
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My Commission has no expir		of Ohio
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This instrument prepared by: Clint White, Attorney Ohio EPA Legal Office P.O. Box 1049 Columbus, Ohio 43216-1049

### BEFORE THE

### OHIO ENVIRONMENTAL PROTECTION AGENCY

In the matter of:

Ralph Meierjohan East End Developers, LLC 4010 North Bend Road, Suite 301 Cincinnati, Ohio 45211

<u>Director's Final Findings</u> <u>and Orders</u>

**Covenant Not to Sue** 

Regarding property known as:

Walworth Junction Property 2927-3121 (odd) Walworth Avenue Cincinnati, Ohio 45226 recommends as filled in the records of the Comment of the Comment

Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders ("Findings and Orders").

### **FINDINGS**

 A No Further Action Letter, No. 19NFA754 (the "NFA Letter"), was submitted on December 2, 2019 to the Director under the Voluntary Action Program on behalf of East End Developers, LLC (the "Volunteer"), by Ihor Melnyk P.E., a certified professional, No. CP147, as defined in ORC 3746.01(F) and OAC 3745-300-01(A) (the "Certified Professional").

- 2. The Certified Professional issued the NFA Letter by his CP affidavit on November 25, 2019.
- 3. The NFA Letter describes the investigational and remedial activities undertaken at the approximately 5.704-acres property, known as Walworth Junction or Walworth Avenue Property, located at 2927-3121 (odd) Walworth Avenue, Cincinnati, Hamilton County, Ohio (the "Property"). An exact legal description of the Property is attached hereto as Exhibit 1. A property location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by East End Developers, LLC.
- 4. The Certified Professional prepared pursuant to OAC 3745-300-13 an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

### Summary of the voluntary action for the Property

- 5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational and remedial activities regarding the Property:
  - a. A Phase I Property Assessment pursuant to OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property.
  - b. A Phase II Property Assessment pursuant to OAC 3745-300-07, including but not limited to investigations of identified areas and affected media at the Property, to assess environmental conditions related to releases of hazardous substances and/or petroleum.
  - c. Other remedial activities, conducted under OAC 3745-300-11 or other applicable law, including the removal of approximately 80,000 cubic yards of soil and placement of compacted clean engineered fill.
  - d. A demonstration that the Property complies with applicable standards based on the remedial activities for the identified chemicals of concern ("COCs") in the identified areas at the Property and in affected media. The demonstration was made using generic numerical standards, and a protection of ground water meeting unrestricted potable use standards.
- 6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.
- 7. At the time that analyses were performed, Pace Analytical Services, Inc.

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 3

Indianapolis, IN and Pace Analytical Services, Inc. Minneapolis, MN, EA Group, and ALS Environmental were certified laboratories, No(s). CL0065, CL101, CL0015, and CL0022, respectively, as defined in ORC 3746.01(E) and OAC 3745-300-01(A), whose services were used in support of the NFA Letter.

### **Applicable Standards**

- 8. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including unrestricted land use and unrestricted potable ground water use. The applicable standards for the Property are those in effect when the NFA Letter was issued on November 25, 2019. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter or by applicable law. The standards include one or more of the following:
  - a. Generic numerical standards determined in accordance with OAC 3745-300-08.
  - b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.
  - c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).
  - d. Standards for residential (potable) use of ground water underlying the Property, applied in accordance with ORC 3746.06(B) and OAC 3745-300-07(F).
  - 9. Remedy changes may be undertaken or documented in accordance with OAC 3745-300-11. Documentation of new or revised remedies may be reviewed as an Ohio EPA public record. (Many public records are available to download from Ohio EPA's eDocument search engine page.)
- 10. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, the remedial activities conducted for the Property are protective of public health and safety and the environment.

### **ORDERS**

### Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings

and Orders, Ohio EPA hereby covenants not to sue and releases East End Developers, LLC, and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300 to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

### **Conditions and Limitations**

### Requirement to Record These Findings and Orders / Covenant Not to Sue

- 2. Within thirty (30) days after the issuance of these Findings and Orders, East End Developers, LLC shall:
  - a. File with Hamilton County Recorder's Office, for recording in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map) and 3 (Executive Summary).
  - b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Hamilton County Recorder's Office or other reliable information that verifies the recording of the Findings and Orders in accordance with this Order. The submission shall include a cover letter that identifies "Recorded Covenant Not to Sue for NFA Letter No. 19NFA754." The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

### **Limits of Covenant**

- 6. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders.
  - a. Compliance with standards requires the effective performance of the remedial activities, as applicable, and additional or changed remedies as documented in Ohio EPA's public record or in an instrument recorded in the same manner as a deed for the Property.
  - b. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion

thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance.

- c. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.
- 7. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter.
- 8. The Covenant shall not apply:
  - a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.
  - b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.
  - c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws.
- 9. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23.
- 10. Nothing in the Covenant limits the authority of the Director to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.
- 11. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

### Ohio EPA Oversight and Access to Property

12. Pursuant to ORC 3746.21 and at reasonable times, upon proper identification,

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 6

and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law. Such purposes may include but are not limited to conducting an audit of the NFA letter.

### Transfer

13. Pursuant to ORC 3746.14 and OAC 3745-300-13, the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:	
Laurie A. Stevenson, Director	JAN 3 1 2020
Laurie A. Stevenson, Director	Date
Ohio Environmental Protection Agency	

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 7

Exhibit 1
Legal Description

A Paris

### **EXHIBIT A**

SITUATED IN THE COUNTY OF HAMILTON AND STATE OF OHIO AND FURTHER DESCRIBED AS FOLLOWS:

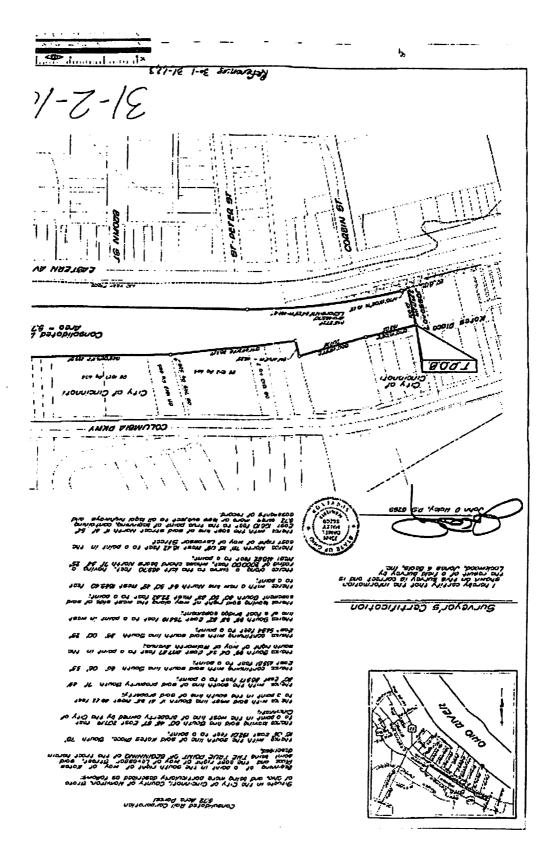
BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY OF KATES PLACE AND THE EAST RIGHT OF WAY OF LEVASSOR STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WITH THE SOUTH LINE OF SAID KATES PLACE, SOUTH 78° 18′ 08° EAST, 192.01 FEET TO A POINT; THENCE LEAVING SAID LINE SOUTH 80° 48′ 57″ EAST, 207.19 FEET TO A POINT IN THE WEST LINE OF PROPERTY OWNED BY THE CITY OF CINCINNATI; THENCE WITH SAID WEST LINE SOUTH 11° 41′ 54″ WEST, 48.22 FEET TO A POINT IN THE SOUTH LINE OF SAID PROPERTY SOUTH 71° 48′ 30° EAST, 383.17 FEET TO A POINT; THENCE CONTINUING WITH SAID SOUTH LINE SOUTH 89° 08′ 53′ EAST, 455.81 FEET TO A POINT; THENCE SOUTH 59° 04′ 54′ EAST, 387.37 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF WALWORTH AVENUE; THENCE CONTINUING WITH SAID SOUTH LINE SOUTH 39° 00′ 29′ EAST, 54.94 FEET TO A POINT; THENCE SOUTH 59° 53′ 32″ EAST, 754.19 FEET TO A POINT IN WEST LINE OF A FOOT BRIDGE EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WEST SIDE OF SAID EASEMENT SOUTH 30° 50′ 35″ WEST, 22.32 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 64° 50′ 45″ WEST, 1.889.40 FEET TO A POINT; THENCE ALONG A CURVE TO THE LEFT 469.70 FEET, HAVING A RADIUS OF 2,000.00 FEET, WHOSE CHORD BEARS NORTH 71° 34′ 25″ WEST, 488.82 FEET TO A POINT; THENCE NORTH 78° 18′ 08″ WEST, 18.42 FEET TO A POINT IN THE EAST RIGHT OF WAY OF LEVASSOR STREET; THENCE WITH THE EAST LINE OF SAID STREET NORTH 11° 41′ 54″ EAST, 108.10 FEET TO THE TRUE POINT OF BEGINNING.

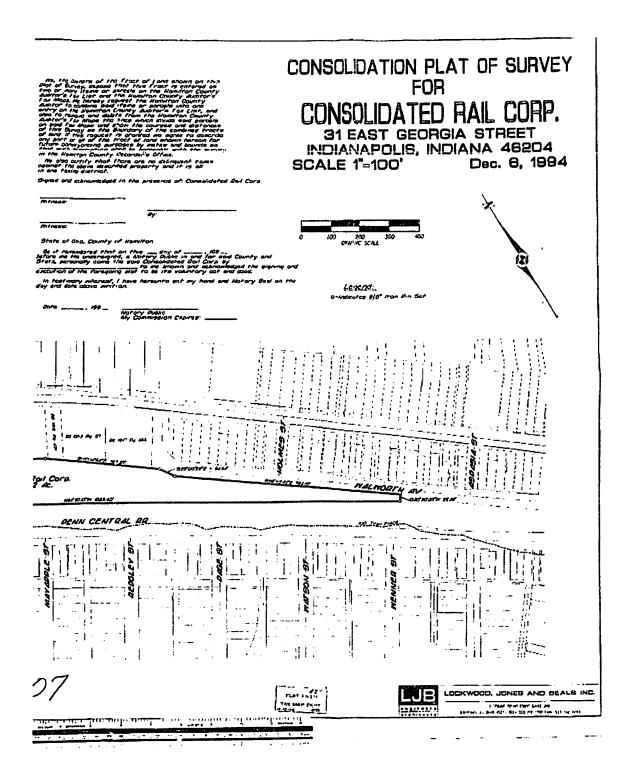
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CONTAINING 5.72 ACRES, MORE OR LESS.

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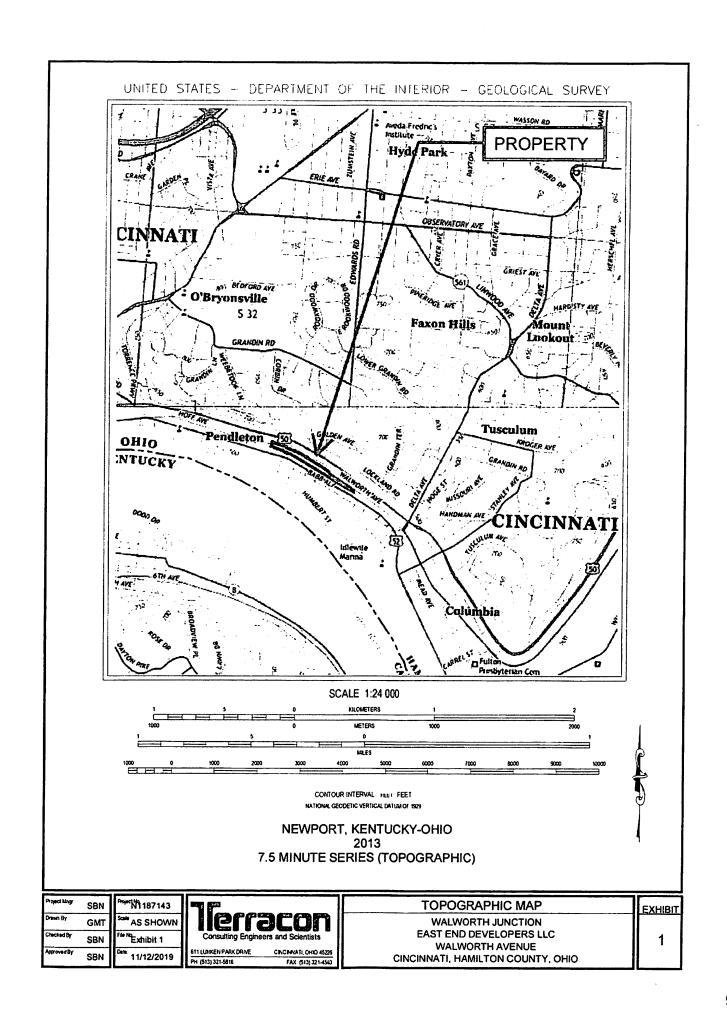
DESCRIPTION ACCEPTABLE
HAMILTON COUNTY ENGINEER
Tax Map - 10 (24 22)





Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 8

# Exhibit 2 Property Location Map



Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 9

# Exhibit 3 Executive Summary

## **EXECUTIVE SUMMARY FOR FILING**

Property/subject of the NFA letter: Walworth Junction Property

Alias Property Names: Walworth Avenue Property

Property Address: 2927 through 3121 (odd) Walworth Avenue, Cincinnati, Hamilton County, Ohio

Volunteer: East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, Ohio 45211

Property Owner: East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, Ohio 45211

NFA Letter and Executive Summary Issued by: Ihor Melnyk, VAP Certified Professional, CP #147, Terracon Consultants, Inc., 611 Lunken Park Drive, Cincinnati, Ohio 45226, (513) 612-9003

The following is an executive summary of a No Further Action (NFA) letter for the above-mentioned Property. This executive summary serves as the recording document to meet the requirements of Ohio Revised Code (ORC) 3746.14(A)(1) and Ohio Administrative Code (OAC) 3745-300-13(J) under Ohio's Voluntary Action Program (VAP). Copies of the NFA letter and request for Covenant Not to Sue (CNS) may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer at (614) 644-2924. A legal description of the approximately 5.704-acre Property is included in the NFA letter.

## **Historical Uses of the Property**

Based on the historical use information, the Property was developed with railway operations including railroad tracks, a roundhouse and turntable, an oil house, blacksmith shop, machine shop, saw shop, boiler shop, erecting shop, and outbuildings including a shed with a sand drying furnace from at least 1891 to 1904. The roundhouse was demolished and a turntable was constructed in the center of the Property by 1904, when a coal tipple, oil house, store house, engine house with machinist and blacksmith areas, paint house, and outbuildings were present, until approximately 1922. From 1922 to 1950 several structures at the Property were demolished and a dormitory was constructed. The coal tipple and northern portion of the machine shop that previously housed the blacksmith and machine shop were removed between 1950 and 1981. The railroad tracks and remaining structures at the Property were removed between 1981 and 1985; with some concrete remnant structure and concrete slabs remaining at the Property at this time.

The general Property vicinity was developed with residential and commercial properties and railroad tracks prior to 1891. The adjoining properties have historically been developed with residential properties to the east and west; railroad tracks and vacant land with commercial and residential properties further south; and undeveloped wooded land to the north.

## Areas of Known or Suspected Contamination

Number of areas on this property that have known or suspected contamination: 16

The Property was previously occupied by a railyard which included multiple turntables, oil houses/rooms, blacksmith shops, an engine house, machine shop, repair shop, erecting shop, paint/tin houses, some of which straddled the Property boundary (IAs 1-15). The chemicals of concern (COCs) identified at the Property include: volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs; including polynuclear aromatic hydrocarbons [PAHs]), metals, herbicides, polychlorinated biphenyls, total petroleum hydrocarbons – gasoline and diesel range organic (TPH-GRO/DRO; soil only), asbestos (soil only). Soils were determined to be impacted by VOCs, PAHs, metals, PCBs, TPH-DRO, and asbestos. Despite the presence of soil impacted by COCs, groundwater Property-wide was determined not to be impacted by COCs at concentrations above UPUS. Soil gas samples collected in portions of the Property selected as most likely to be potentially impacted by VOCs were found to contain concentrations of VOCs. However,

no potential source of the VOCs was identified in soil or groundwater on the Property. Because there was no source identified, the soil in the elevated area (around SG-8) was removed to bedrock and backfilled with compacted borrow soil. Per discussion with VAP Technical Assistance, no additional assessment of the soil gas would be necessary. Additionally, during remedial soil excavation activities, a non-BUSTR-regulated UST, as well as petroleum-impacted soil, was discovered (and removed) in the north-central portion of the property at the western end of Walworth Avenue (IA-16).

Are there any impacts to the property from another source?  No, all contamination on or emanating from this property originated from this property  Yes, contamination from an off-property source has impacted this property  If yes, provide a brief explanation: Based on historical documentation, multiple identified areas straddled the Property boundary and may have been mostly or completely off-Property. In addition immediately adjoining properties or portions of properties historically had similar use as the Property (i.e., railway operations). In fact, the property adjoining to the south remains an active railroad property with railroad tracks continuing to be present and occasionally used. Therefore, it is assumed that releases occurred off-Property such that: (i) remediation off-Property in these areas would not be appropriate; and (ii) remediation of impacts on-Property up to the Property boundary would be appropriate.
Are there any known impacts from this property to surrounding properties or waterways?  No – Per discussions and concurrence from OEPA during Technical Assistance, contamination has not migrated off-property. Historic maps and aerial photos indicated structures (potential sources of impact to the environment) located off-Property along the Property boundary. The CP conservatively identified these potential off-Property sources as IAs to the Property (e.g., IA 11 extended off-Property IA 13 and IA 14 were located completely off-Property.) because releases from off-Property could have caused impacts on/near the Property boundary.  Yes – Provide a brief explanation:
Remedies Implemented to Ensure Property is Safe for Reuse
☑ Asbestos abatement – Explain: No abatement was necessary because there was no regulated asbestos encountered at the Property. Soil containing asbestos (but not part of any structures/construction debris) was encountered and excavated and disposed of at an approved landfill.
☐ Property use restrictions – Explain: N/A
☐ Remedies subject to ongoing operation and maintenance (O&M), for example, under an O&M Plan Explain: N/A
⊠ Risk mitigation measures for construction or excavation activities – Explain: The contractor performing the remedial excavation as well as excavation for geotechnical purposes and the backfilling/compaction/grading was responsible for maintaining dust control as well as continual street cleaning to minimize spread of impacted soil.
☑ Other remedial activities – Explain: Excavation of impacted soil, backfilling of replacement clean fill,

## **Contamination Remaining on the Property**

Ohio.

The following contamination remains on the property but has been determined to meet applicable standards for the safe reuse of the property for its intended land use:

and collection of confirmatory samples were completed to remediate the site soils to VAP residential standards. A total of approximately 80,000 cubic yards of soil were removed from the Property and disposed of off-site at properly licensed Rumpke facilities located in Colerain, Ohio and New Baltimore,

≅	3 Soil – Explain: Contaminants in soil within the 10-foot point of compliance meet the standards for residential use.
×	Soil gas – Explain: Contaminants in the soil gas meet the standards for residential use. Ground water – Explain: Contaminants in the ground water at the site meets the standards for unrestricted potable use.
	Other (if applicable) - Explain: N/A
The [Che	Property Assessment and Cleanup Supports the Following Allowable Land Uses eck those that apply and delete those that do not.]
$\boxtimes$	Unrestricted use, which allows for all land uses including residential, recreational and commercial use



Mike DeWine, Governor Jon Husted, Lt. Governor Laurie A. Stevenson, Director

> Re: Walworth Junction Property

> > Covenant

Correspondence

Voluntary Action Program

**Hamilton County** 531003407002

CERTIFIED MAIL

## MEMORANDUM

TO:

Shelley Wilson, Executive Administrator for Real Property, Tax

Equalization Division, Ohio Department of Taxation

FROM:

Laurie A. Stevenson, Director, Ohio Environmental Protection Agency

SUBJECT: Covenant Not to Sue Issued to East End Developers, LLC for the Walworth Junction Property

As Director of the Ohio Environmental Protection Agency, I certify that East End Developers, LLC has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code ("ORC") 3746.12. This information is being provided in satisfaction of ORC 5709.87(B).

Property name:

Walworth Junction Property

Property address:

2927-3121 (odd) Walworth Avenue, Cincinnati, Hamilton County.

Ohio 45226

Property owner:

East End Developers, LLC

Property owner address: 4010 North Bend Road, Suite 301, Cincinnati, Ohio 45211

Parcel number(s): 031-0002-0107-00

County:

Hamilton

Central Office • 50 W. Town St. • Suite 700 • P.O. Box 1049 • Columbus, OH 43216-1049 www.epa.ohio.gov • (614) 644-3020 • (614) 644-3184(fax)

Memo to Ms. Shelley Wilson, Ohio Department of Taxation Page 2

Taxing District:	001 – CINTI	CORP-CINTI CSD
Date Covenant N	ot to Sue Issued	JAN 3 1 2020
Date remedial act		attested to under affidavit by the Certified 6/10/2019

Attached, for your information, is a copy of the legal description of the property.

If additional information regarding the property or the voluntary action is required, I suggest you first contact lhor Melnyk, the Certified Professional for the property, at (513) 612-9003. As an alternative, you may contact Sam Staschiak with the Ohio Environmental Protection Agency at (614) 728-1749.

cc: Ralph Meierjohan, East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, OH 45211 Ihor Melnyk, Certified Professional, Terracon, 611 Lunken Park Drive, Cincinnati, Ohio 45226 Dusty Rhodes, Hamilton County Auditor, 138 E. Court Street, #304A, Cincinnati Ohio 45202

ec: E. Chase Dressman, Esq., Taft Law, cdressman@taftlaw.com Dan Tjoelker, SABR, Ohio EPA Clint White, Legal Office, Ohio EPA DERR-CO, VAP Files 19NFA754 Sam Staschiak, DERR-VAP



### **EXHIBIT A**

SITUATED IN THE COUNTY OF HAMILTON AND STATE OF OHIO AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY OF KATES PLACE AND THE EAST RIGHT OF WAY OF LEVASSOR STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WITH THE SOUTH LINE OF SAID KATES PLACE, SOUTH 78° 18' 08" EAST, 152.01 FEET TO A POINT; THENCE LEAVING SAID LINE SOUTH 80' 48' 57" EAST, 207.19 FEET TO A POINT IN THE WEST LINE OF PROPERTY OWNED BY THE CITY OF CINCINNATI; THENCE WITH SAID WEST LINE SOUTH 11° 41' 54" WEST, 48.22 FEET TO A POINT IN THE SOUTH LINE OF SAID PROPERTY SOUTH 71' 48' 30" EAST, 383.17 FEET TO A POINT; THENCE CONTINUING WITH SAID SOUTH LINE SOUTH 88' 08' 53" EAST, 455.81 FEET TO A POINT; THENCE SOUTH 59' 04' 54" EAST, 387.37 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF WALWORTH AVENUE; THENCE CONTINUING WITH SAID SOUTH LINE SOUTH 198' 00' 29" EAST, 54.94 FEET TO A POINT; THENCE SOUTH 59" 53' 32" EAST, 754.18 FEET TO A POINT IN WEST LINE OF A FOOT BRIDGE EASEMENT; THENCE LEAVING SAID RIGHT OF WAY ALONG THE WEST SIDE OF SAID EASEMENT SOUTH 30° 50' 35" WEST, 22.32 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 64' 50' 45" WEST, 1.889.40 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 64' 50' 45" WEST, 1.889.40 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 64' 50' 45" WEST, 1.889.40 FEET TO A POINT; THENCE CHORD BEARS NORTH 71' 34' 25" WEST, 488.62 FEET TO A POINT; THENCE NORTH 78' 18' 08" WEST, 18.42 FEET TO A POINT IN THE EAST RIGHT OF WAY OF LEVASSOR STREET; THENCE WITH THE EAST LINE OF SAID STREET NORTH 11' 41' 54" EAST, 108.10 FEET TO THE TRUE POINT OF BEGINNING.

**CONTAINING 5.72 ACRES, MORE OR LESS.** 

PPN: 031-0002-0107

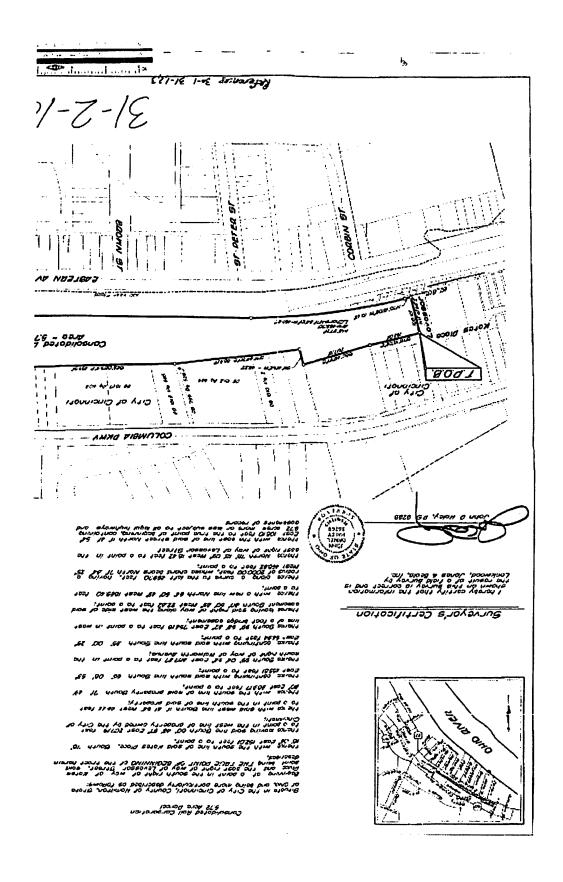
HAMILTON COUNTY ENGINEER
Tax Map -

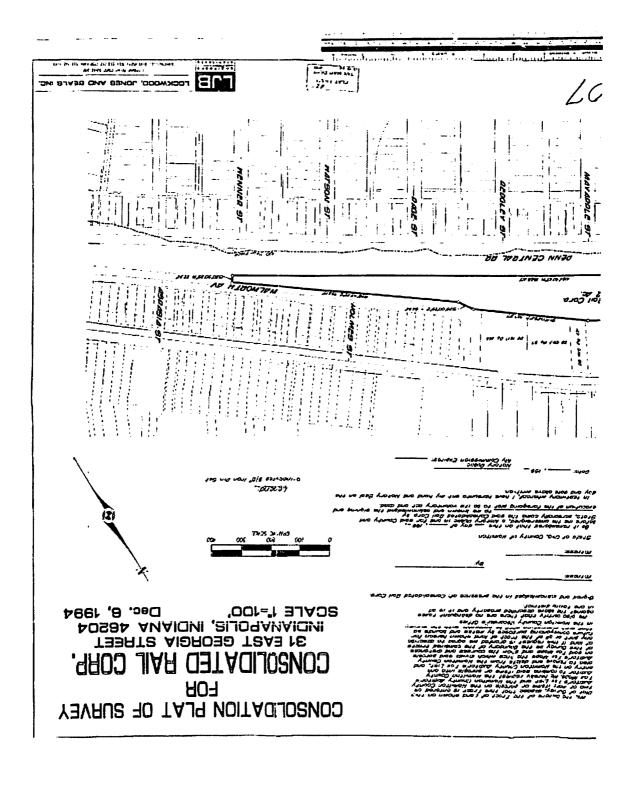
DESCRIPTION ACCEPTABLE

CAGIS - \_\_

10881

884





## EAST END DEVELOPMENT, LLC

October 7, 2020

Mr. Dan Bower Department of Economic Development City of Cincinnati Two Centennial Plaza Cincinnati, OH 45202

RE: Walworth Junction Special Assessment

Dear Mr. Bower;

This letter is to quantify the expenses that are eligible for reimbursement through Special Assessment bonds by way of a petition being requested by the Developer and coordinated through the City and Port Authority.

The development has a total of \$5,213,489.61 in expenses that qualify for reimbursement through Special Assessment. This amount is a cumulative total of eligible expenses incurred during the remediation and development of the 39 residential single family lot subdivision known as Walworth Junction. The eligible reimbursement cost totals \$133,679.22 per lot.

During the final stages of approval involving the execution of a petition to request that a special assessment be imposed on all 39 lots, one lot owner objected to the special assessment and refused to sign the petition. Their lot, specifically lot #35, and all eligible costs for one lot, have been removed from the eligible funds total and the petition. The revised total of eligible costs for 38 lots is \$5,079,810.38.

The Developer established a maximum limit of \$10,000 per year per lot for the Special Assessment and contractually obligated this to all lot owners. Based on this maximum payment per year and a total of 38 lots agreeing to be assessed, the total amount that can be generated to cover project costs is \$3,817,330.10.

The difference between the eligible costs for 38 lots and the amount available to cover these costs is \$1,262,480.28. This amount is made up of \$133,679.22 of eligible costs for lot #35 plus the balance of \$1,128,801.06 of eligible costs that cannot be supported by the Special Assessment. The amount per lot that cannot be supported by the Special Assessment is \$29,705.29. The total amount of \$1,262.408.28 is the sole responsibility of the Developer and shall be paid through private funding sources.

Sincerely,

Thomas J. Ackermann

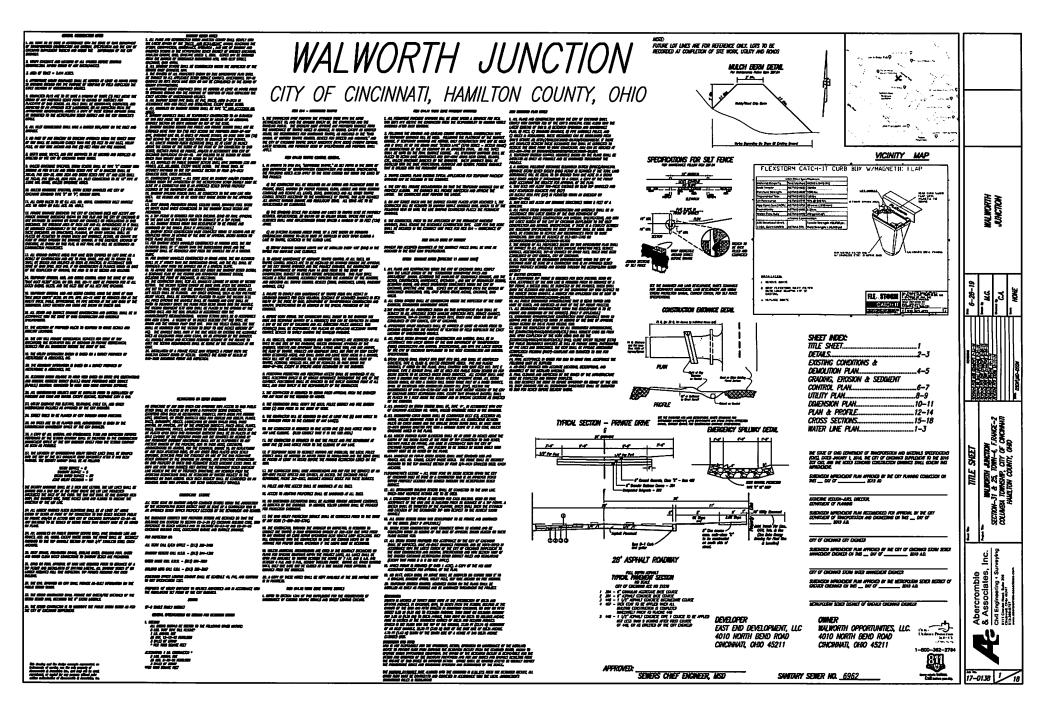
Managing Member

East End Development, LLC.

Line Items	Total Cost	Total Cost (TIF & SA) Int	Total Acreage ROW Acreage	V Acresse	% ROW	Costs w/in Right of Way	Costs outside Right of Way	Special Assessment Eligible (ALL 39 LOTS)	SA Elleible (PER LOT)	SA Eligible (38 LOTS)	TIF Elizable Only	Total TIF Eligible	Non-Public No	NOTES
		π	47	RA %B	%ROW = RA/TA	RWC = TC * %ROW	TC-RWC	3			ŽĮ.	SA+TIF		
Land Planning, Concept Plans, Traffic Research	v	6,919.51	7.3888	1.696	0.229536596 \$	1,588.28 (\$	5,311.23	\$ 1,588.28 \$	40.73 \$	1,547.56	\$ 5391.35	6,919.51 \$	,	
Environmental Research: Phase 1 & testing for Phase 2	vs	215,428.34	7,3858	1.696	0.229536596 \$	49,448.69 \$	\$ 39 640,891	\$ 49,448.69 \$	1,267.92 \$	48,180.77	105.979.65 5	215,428.34 \$		
Engineering: Ovil and Surveying	55	186,446.62	7,3888	1.696	0.229536596 \$	42,796.32 \$	148,690.30	\$ 42,79632 \$	1,097.34 \$	41,698.98	\$ 05.000.001	186,446.62 \$	000	
Legal: City, OEPA Environmental (NFA & CNS), Financing.	۰,	56,630.64	7.3888	1.696	0.229536596 \$	12,998.80 \$	48,631.84	\$ 12,998.80 \$	333.30 \$	12,665.50	41,691.84 \$	56,630.64 \$		
Land Acquistion (including RoW and Green Space)	\$	1,136,035.30	7.3888	1.696	0.229536596 \$	260,761.68 \$	S THE STATE OF THE	\$	6,686.20 \$	254,075.48	\$	260,761.68 \$	875,273.62 Apply ratio of land cost only to ROW	ost only to
Geotech: Initial investigation and Inspections during Dev	s	94,335.04	7,3888	1.696	0.229536596 \$	21,653.34 \$	72,681.70	\$ 21,653.34 \$	555.21 \$	21,098.13	12,681.70 S	94,335.04 \$	•	
invironmental Insurance	s	2,951.00	7,3888	1.696	0.229536596 \$	677.36 \$	2,279 64 5	•	17.37 \$	688888	2,273.64 \$	2,951.00 \$		
Development Insurance	\$	20,307.58	7.3888	1.696	0.229536596 \$	4,66133 \$	13,646.35	\$ 4,66133 \$	11952 \$	4,541.81	15.646.25 \$	20,307.58 \$		
Environmental: Phase 2 Remediation Testing and OEPA submittals	\$	243,688.88	7,3888	1.696	0.229536596 \$	\$ 55,935.52 \$	187,798.96	\$	1,434.24 \$	54,501.27	\$ 368,738.56 \$	243,688.88 \$		
Environmental Remediation	\$	1,509,072.56	7,3888	1.696	\$ 965965620	1,034,997.17 \$	3,474,075,33	1.	26,538.39 \$	1,008,458.78	3,474,075.39 \$	4,509,072.56 \$	- Remediation + Contingency	, value
infrastructure: Public	\$	1,151,771.60	7,3888	1.696	0.229536596 \$	1,151,771.60 \$		\$ 1,151,771.60 \$	29,532.61 \$	1,122,238.99 \$	5	1,151,771.60 \$	- All costs in ROW	
infrastructure Private	s	522,416.48	7,3888	1.696	0.229536596 \$	1		\$ .	•		\$ 1000000000000000000000000000000000000	•	522,416.48	
foll Import required by Remediation	\$	1,394,368.80	7,3888	1.696	0.229536596 \$	\$ 38.181,977	2,655,236.94	\$ \$8.181,977 \$	19,977.74 \$	759,154.12 \$	2,615,29594 S	3,394,368.80 \$		
Retaining Walls	\$ 1	68.801,108,89	7.3888	1.696	\$ 963983627.0	\$ 68,011,011	1,251,996.00 \$	\$ 1,391,108.89 \$	35,669.46 \$	1,355,439.43 \$	5	1,391,108.89 \$	*	
Municipal Inspections	•	45,767.59	7,3888	1,696	0.229536596 \$	45,767.59 \$	TO SECURITY OF THE PARTY OF THE	\$ 45,767.59 \$	\$ 52,571,1	44,594.06 \$	5	45,767.59 \$	- All costs in ROW	
Gas Service	so	59,823.16	7.3888	1.696	0.229536596 \$	59,823.16 \$	· CONTROL OF THE PARTY OF THE P	\$ .			\$ 91.838.86 \$	\$ 9,823.16 \$	- All costs in ROW	
Inderground Electric	s	123,507.01	7.3888	1.696	0.229536596.\$	\$ 192,567.61 \$		\$ .	\$ .		\$ 10.502.01 \$	123,507.01 \$	- All costs in ROW	
Street Lights ROW	s	20,821.24	7,3888	1.696	0.229536596 \$	20,821.24 \$		\$ 20,821.24 \$	533.88 \$	20,287.36	5	20,821.24 \$	- All costs in ROW	
Street Trees	s	39,000.00	7,3888	1.696	0.229536596 \$	\$ 00'000'68		\$ 00'000'66 \$	1,000.00 \$	38,000.00	S TO STATE OF THE	\$ 00.000,000	- ESTIMATE - In process (\$39,000)	18 (\$39,000
Sond Insurance for Public RoW Improvements	s	1,194.00	7,3888	1.696	0.229536596 \$	1,194.00 \$		\$ 1,194.00 \$	30.62 \$	1,163.38	S	1,194.00 \$	- All costs in ROW	
Site Landscaping (RoW)	s	41,103.32	7.3888	1.696	0.229536596 \$	41,103.32 \$	· Control of the cont	\$ 41,103.32 \$	1,053.93 \$	40,049.39	5	41,103.32 \$	- All costs in ROW	
Site Landscaping entryway	s	44,711.59	7,3888	1.696	0.229536596 \$	5	44,711.59 \$	\$ .			44,711.89 5	44,711.59 \$	- ESTIMATE - In process (\$50,000)	18 (\$50,000
Overhead Management	\$	1,124,320.12	7.3888	1.696	0.229536596 \$	258,072.61 \$	866,347.51	\$ 258,072.61 \$	6,617.25 \$	251,455.37 \$	\$ 866,247,53 \$	1,124,320.12 \$		
Total	\$ 14,	14,431,729.27			*	4,144,821.77 \$	8,889,217.39	\$ 5,213,489.61 \$	133,679.22 \$	5,079,810.38	\$ 7,820,549,56 S	13,034,039.17 \$	1,397,690.10	

Line Items	To	otal Cost (TIF & SA)	Total Acreage	ROW Acreage	% ROW	Costs w/in Right of Way	Costs outside Right of Way	Special Assessme	ent Eligible (ALL 39 LOTS)	SA Eligible (PER LOT)	SA Eligible (38 LOTS)	TIF Eligible Only	SA + TIF	
	_	TC	TA	RA	%ROW = RA/TA	RWC = TC * %ROW	TC - RWC		SA					
9			100000		CONTRACTOR OF THE PARTY OF THE		0.000	10		40.73 \$	1,547.56 \$	5,331.23 \$	6,919.51 \$	
and Planning, Concept Plans, Traffic Research	\$	6,919.51	7.3888	1.696	0.229536596 \$	1,588.28	5,331.23	\$	1,588.28 \$	1,267.92 \$	48,180.77 \$	165,979.65 \$	215,428.34 \$	
nvironmental Research: Phase 1 & testing for Phase 2	\$	215,428.34	7.3888	1.696	0.229536596 \$	49,448.69	\$ 165,979.65	\$	49,448.69 \$	1,267.92 \$	41,698.98 \$	143,650.30 \$	186,446.62 \$	
ngineering: Civil and Surveying	\$	186,446.62	7.3888	1.696	0.229536596 \$	42,796.32	\$ 143,650.30	\$	42,796.32 \$	1,097.34 \$	12.665.50 \$	43,631.84 \$	56,630.64 \$	
gal: City, OEPA Environmental (NFA & CNS) , Financing,	\$	56,630.64	7.3888	1.696	0.229536596 \$	12,998.80	\$ 43,631.84	\$	12,998.80 \$	6,686.20 \$	254,075.48 \$	\$	260,761.68 \$	
and Acquistion (including RoW and Green Space)	\$	1,136,035.30	7.3888	1.696	0.229536596	260,761.68	\$	\$	260,761.68 \$	6,686.20 \$ 555.21 \$	21,098.13 \$	72,681.70 \$	94,335.04 \$	
eotech: Initial investigation and Inspections during Dev	\$	94,335.04	7.3888	1.696	0.229536596	21,653.34	\$ 72,681.70	\$	21,653.34 \$	17.37 \$	659.99 \$	2,273.64 \$	2,951.00 \$	
nvironmental Insurance	\$	2,951.00	7.3888	1.696	0.229536596	677.36	\$ 2,273.64	\$	677.36 \$		4,541.81 \$	15,646.25 \$	20,307.58 \$	
evelopment Insurance	\$	20,307.58	7.3888	1.696	0.229536596	4,661.33	\$ 15,646.25	\$	4,661.33 \$	119.52 \$	54.501.27 \$	187,753.36 \$	243,688.88 \$	
nvironmental: Phase 2 Remediation Testing and OEPA submittals	\$	243,688.88	7.3888	1.696	0.229536596	55,935.52	\$ 187,753.36	\$	55,935.52 \$	1,434.24 \$	1.008,458.78 \$	3,474,075.39 \$	4,509,072.56 \$	
nvironmental Remediation	\$	4,509,072.56	7.3888	1.696	0.229536596	1,034,997.17	\$ 3,474,075.39	\$	1,034,997.17 \$	26,538.39 \$		\$	1,151,771.60 \$	
frastructure: Public	\$	1,151,771.60	7.3888	1.696	0.229536596	1,151,771.60	\$	\$	1,151,771.60 \$	29,532.61 \$	- 5	\$	- 5	
frastructure Private	\$	522,416.48	7.3888	1.696	0.229536596	Carlotter of the	\$	\$	\$	19.977.74 \$	759,154.12 \$	2,615,236.94 \$	3,394,368.80 \$	
il Import required by Remediation	\$	3,394,368.80	7.3888	1.696	0.229536596	779,131.86	\$ 2,615,236.94	\$	779,131.86 \$		1,355,439.43 \$	- \$	1,391,108.89 \$	
etaining Walls	\$	1,391,108.89	7.3888	1.696	0.229536596	139,110.89	\$ 1,251,998.00	\$	1,391,108.89 \$	35,669.46 \$	44,594.06 \$	\$	45,767.59 \$	
unicipal Inspections	\$	45,767.59	7.3888	1.696	0.229536596	45,767.59	\$	\$	45,767.59 \$	1,173.53 \$	5	59,823.16 \$	59,823.16 \$	
as Service	\$	59,823.16	7.3888	1.696	0.229536596	59,823.16	\$	\$	- \$	3	5	123,507.01 \$	123,507.01 \$	
nderground Electric	\$	123,507.01	7.3888	1.696	0.229536596	123,507.01	\$	\$	- \$		20,287.36 \$	STATE OF STA	20,821.24 \$	
reet Lights ROW	\$	20,821.24	7.3888	1.696	0.229536596	20,821.24	\$	\$	20,821.24 \$	533.88 \$	38,000.00 \$	s s	39,000.00 \$	
reet Trees	\$	39,000.00	7.3888	1.696	0.229536596	39,000.00	\$	\$	39,000.00 \$	1,000.00 \$	1,163.38 \$	CIC CONTRACTOR S	1,194.00 \$	
nd Insurance for Public RoW Improvements	\$	1,194.00	7.3888	1.696	0.229536596	1,194.00	\$	\$	1,194.00 \$	30.62 \$	40,049.39 \$	5	41,103.32 \$	
e Landscaping (RoW)	\$	41,103.32	7.3888	1.696	0.229536596	41,103.32	s ·	\$	41,103.32 \$	1,053.93 \$	40,043.55	44,711.59	44,711.59 \$	
e Landscaping entryway	\$	44,711.59	7.3888	1.696	0.229536596	SA DUM DEPART	\$ 44,711.59	\$	\$		251,455.37 \$	866,247.51	1,124,320.12 \$	_
rhead Management	\$	1,124,320.12	7.3888	1.696	0.229536596	258,072.61	\$ 866,247.51	\$	258,072.61 \$	6,617.25 \$			13,034,039.17 \$	
1	-	14,431,729,27	7.5555	1.050	0.22333330	4,144,821.77	\$ 8,889,217.39	ė	5,213,489.61 \$	133,679.22	\$ 5,079,810.38 \$	7,820,545.50		

# of Lots



CONDICE BYTY THE ZYDAN ON THE DRIVING ID HOLYLE THE WING EDGE VIO ZFOLE CHINGES YIS NOT INCESSYSTE TO IN IT DID HAN CONCELLE WILL YELL THE WIND THE

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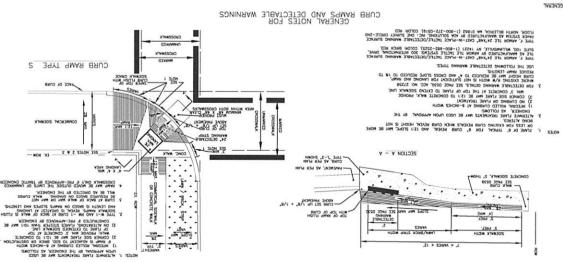
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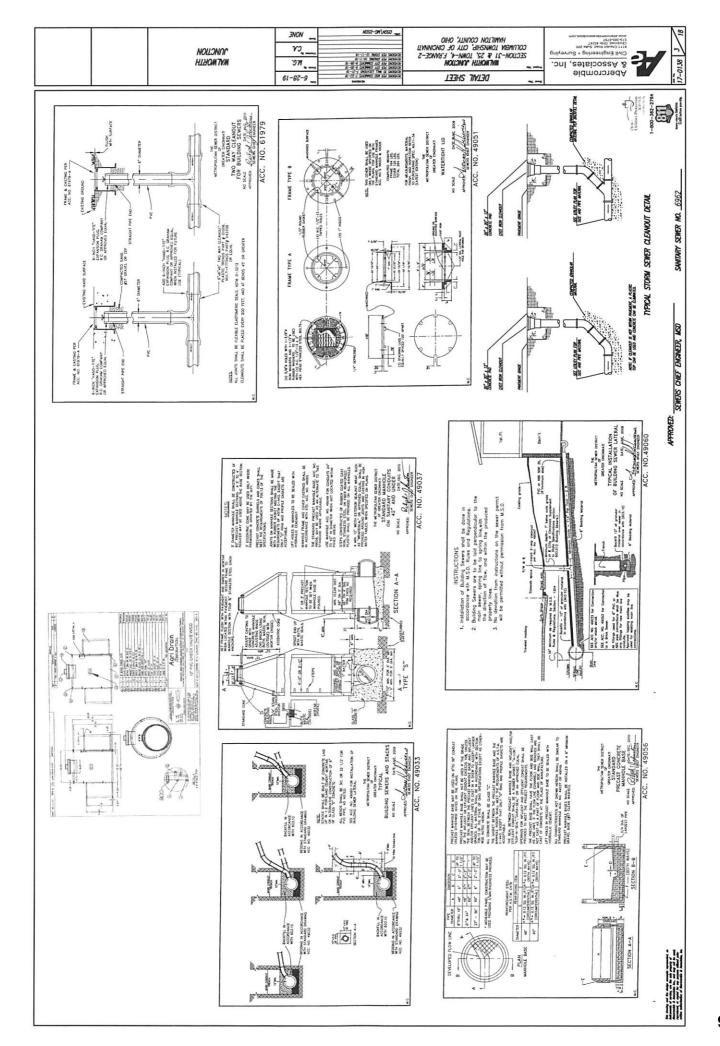
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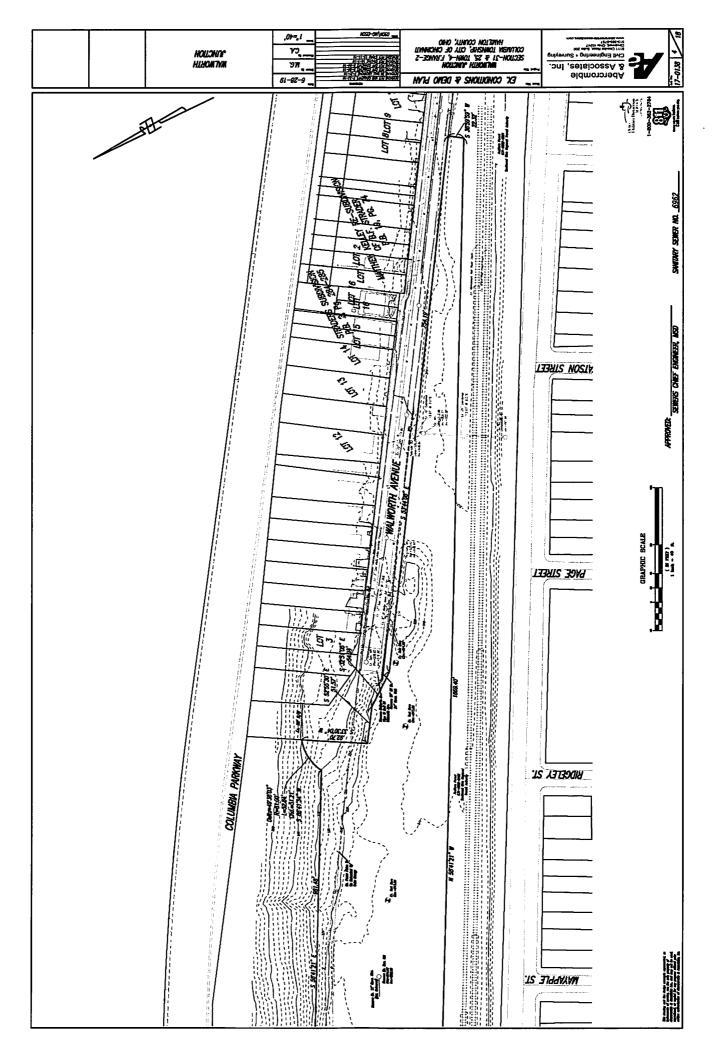
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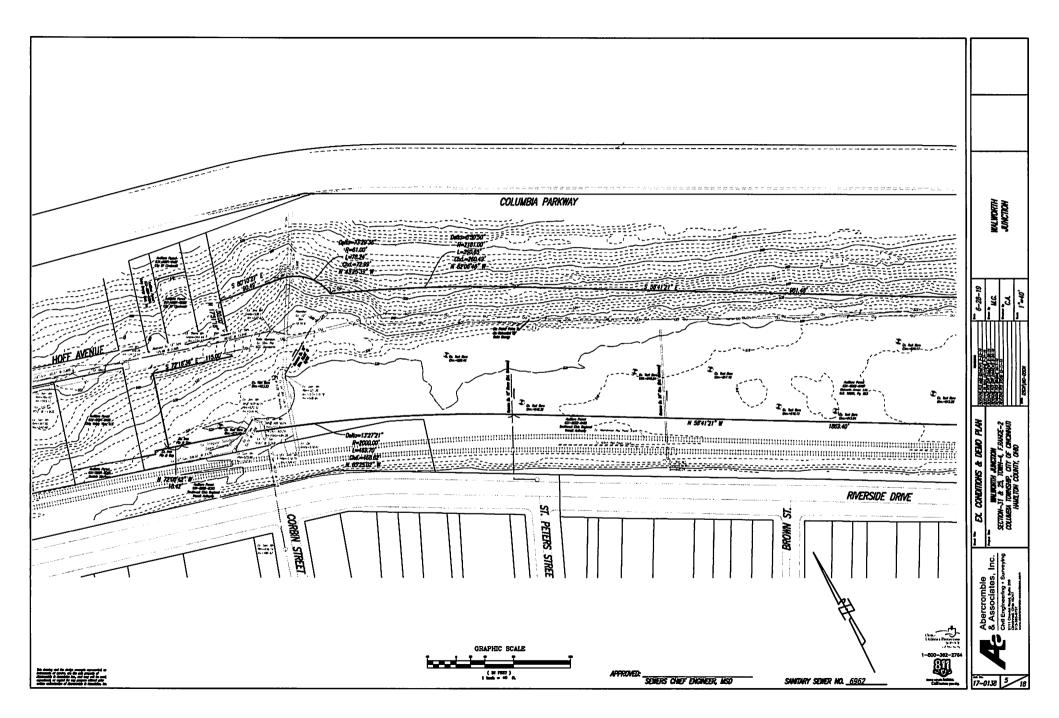
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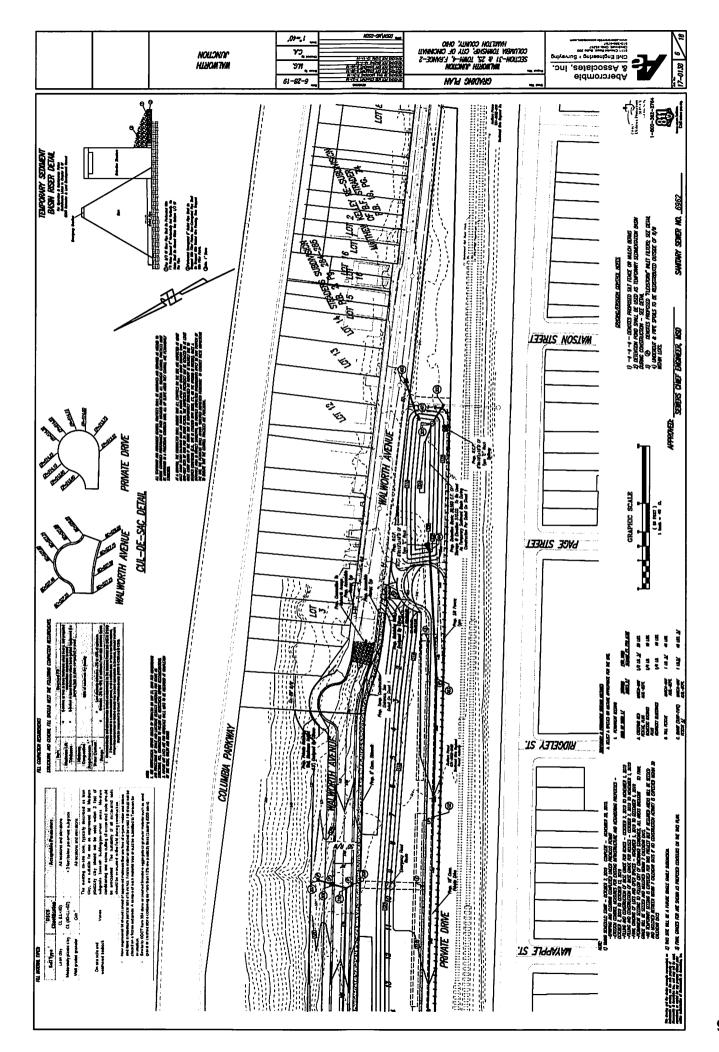
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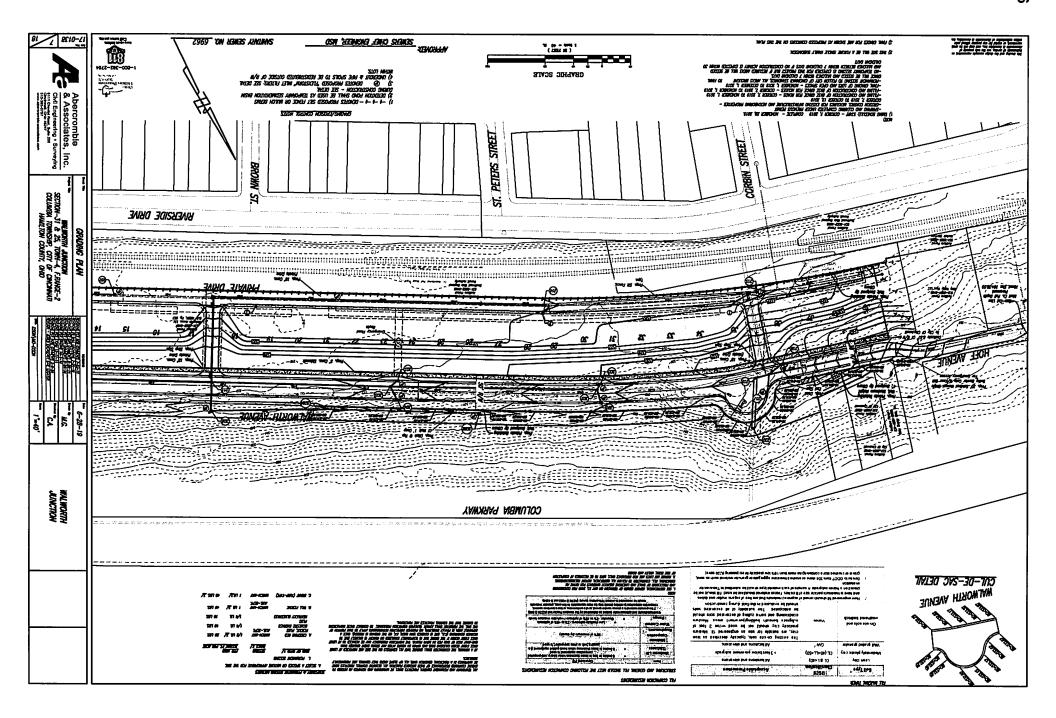


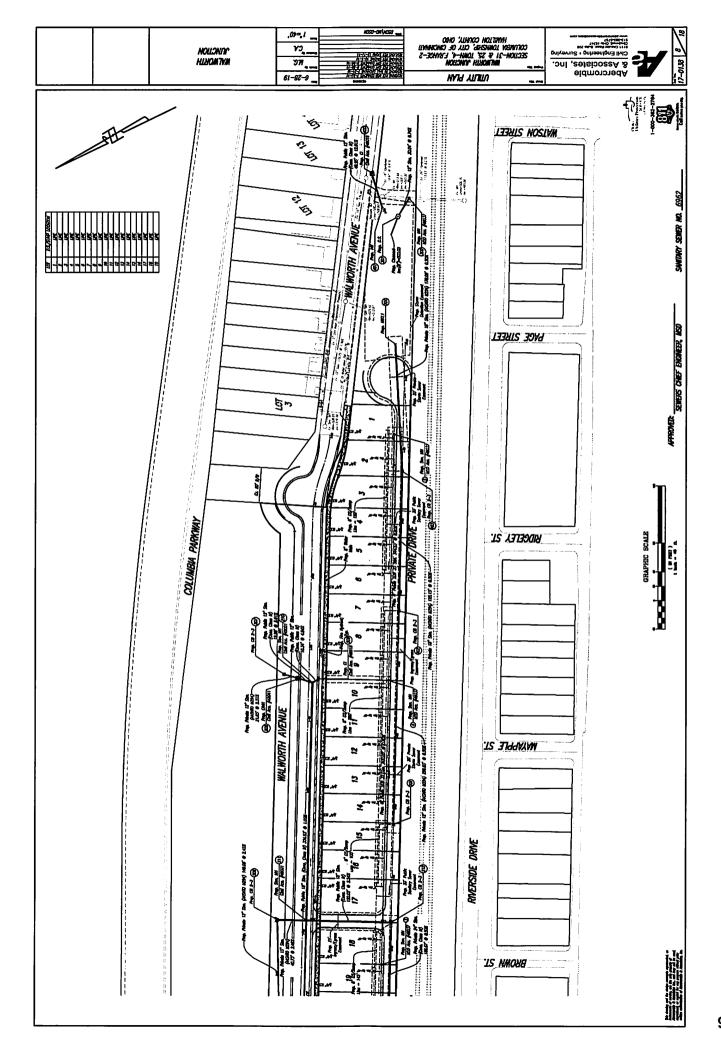


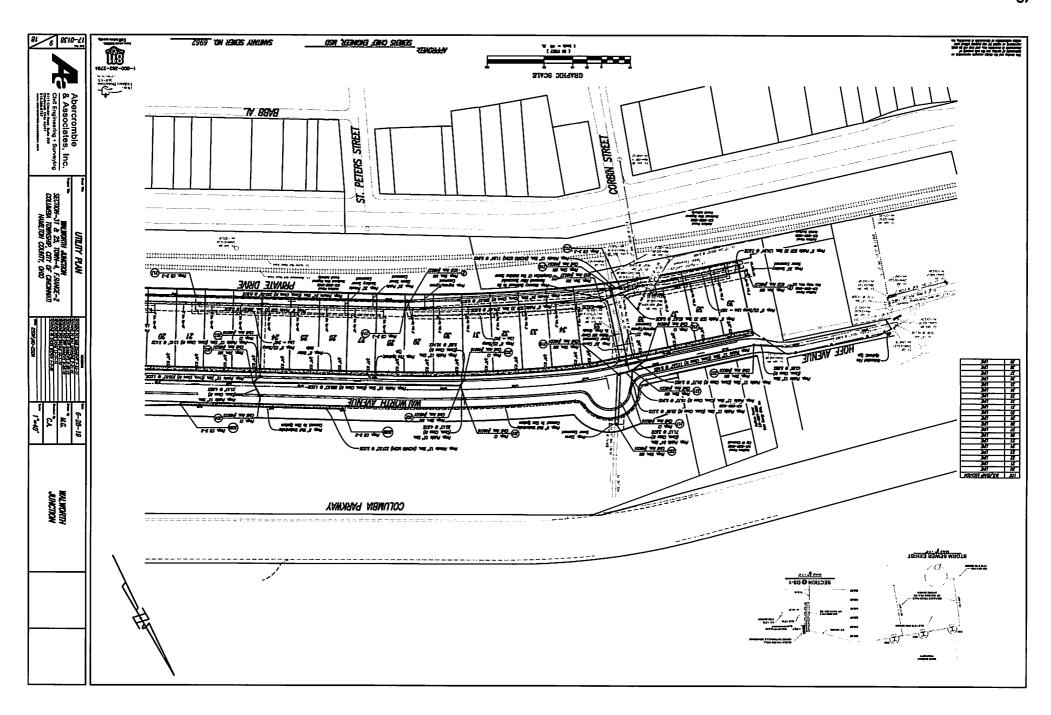


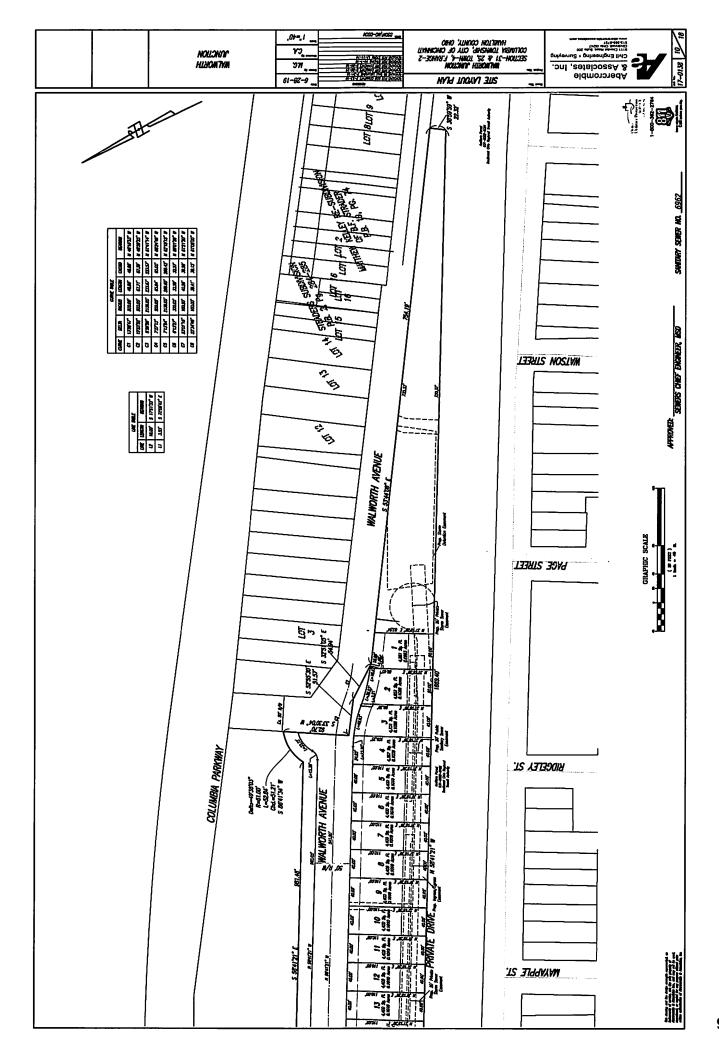


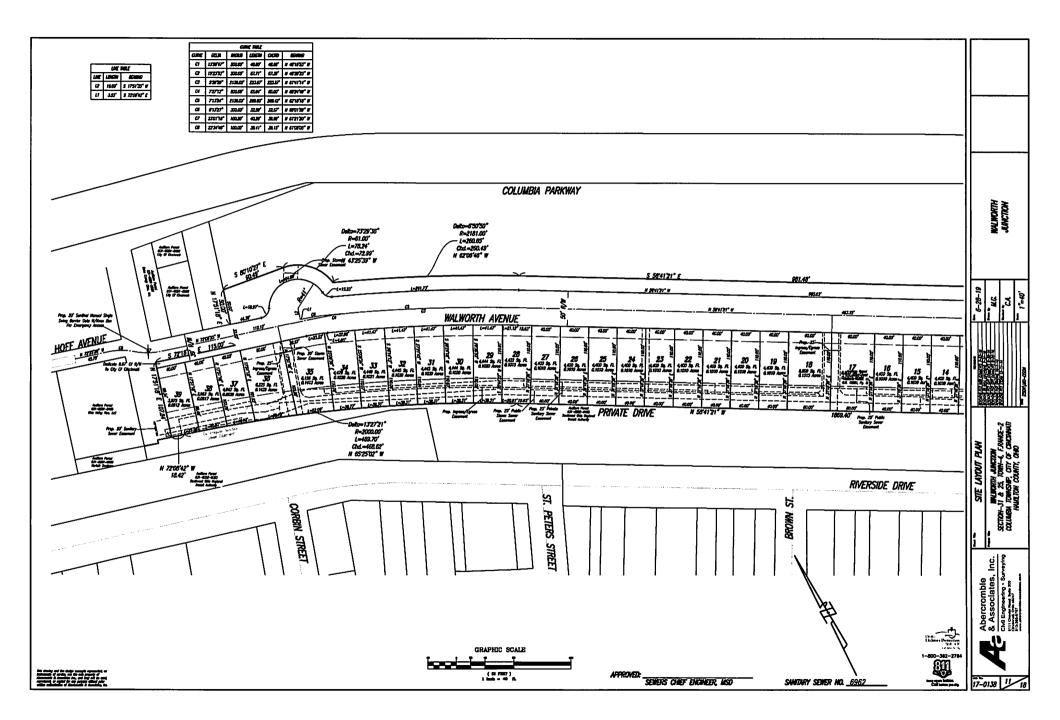


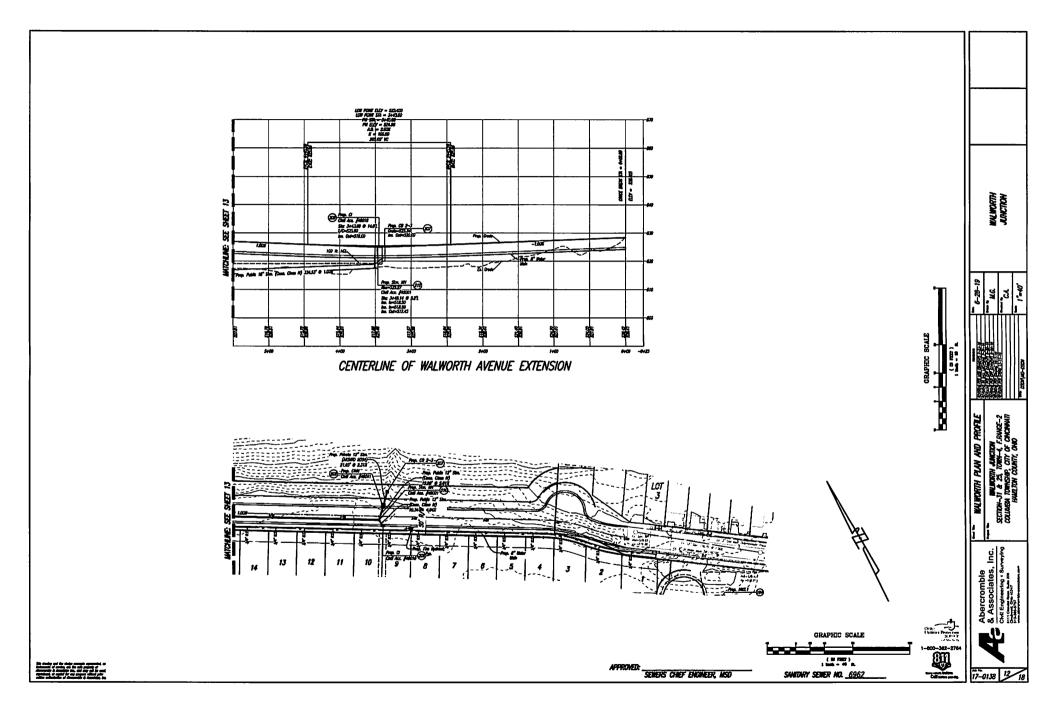


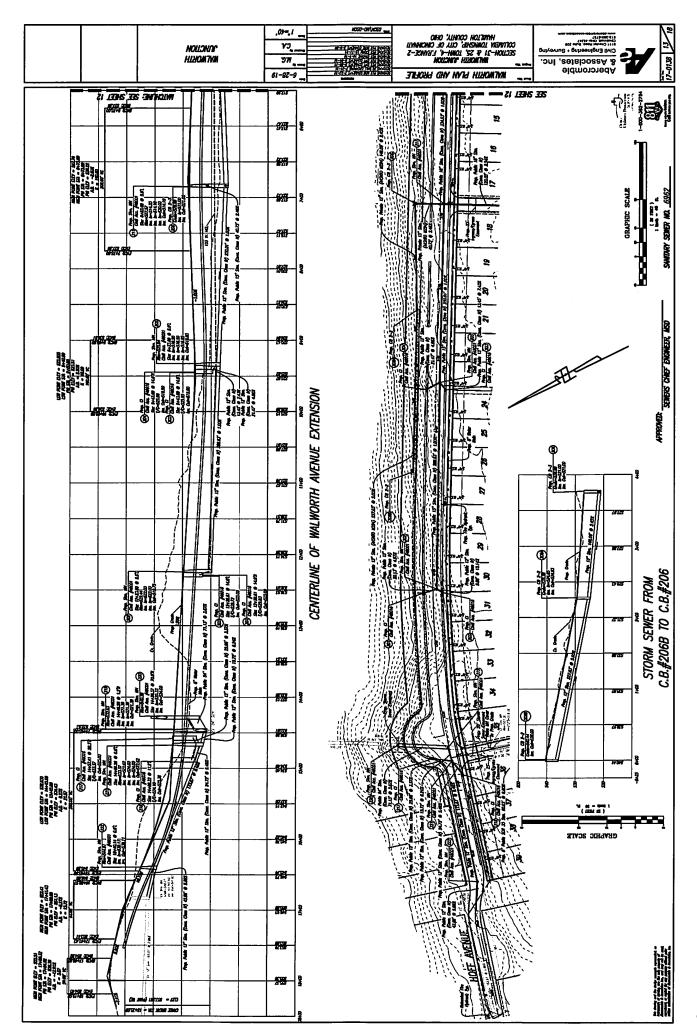


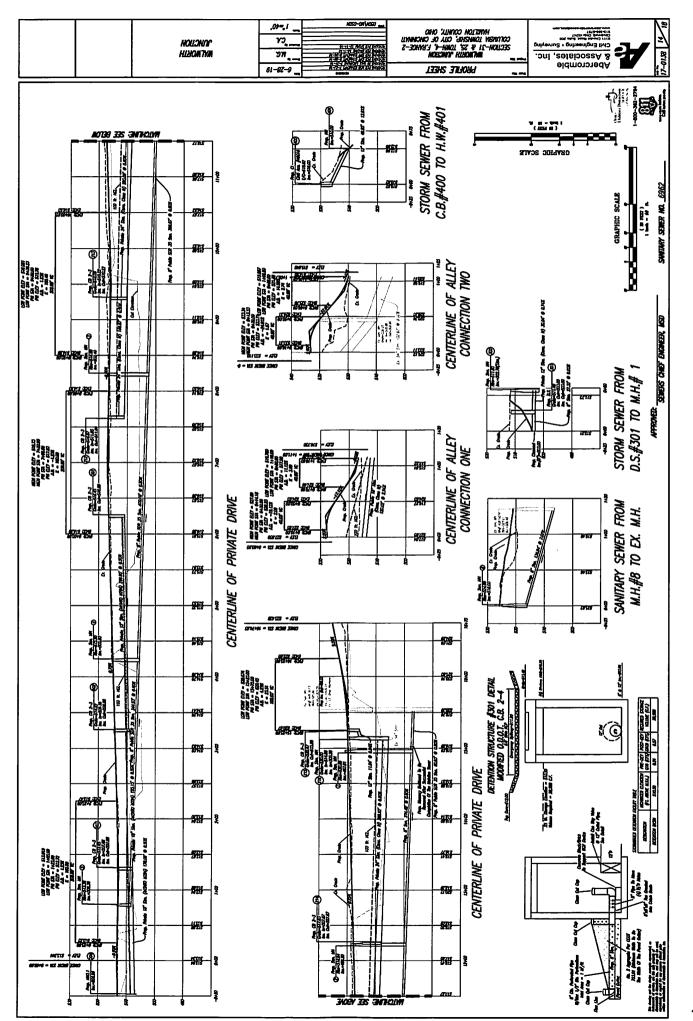


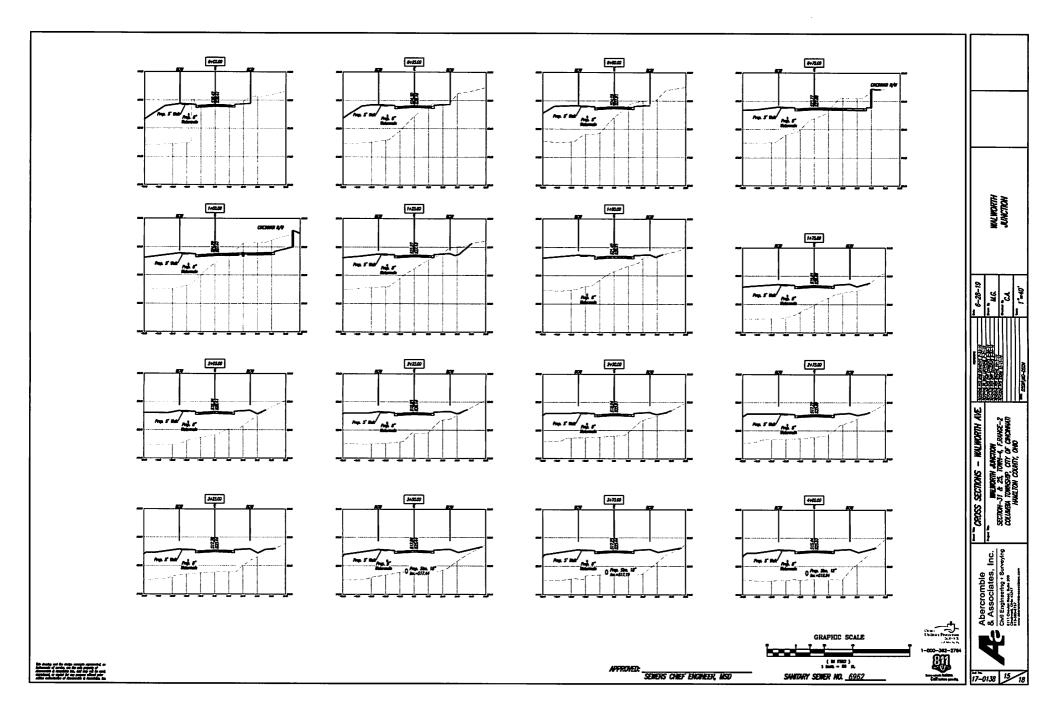


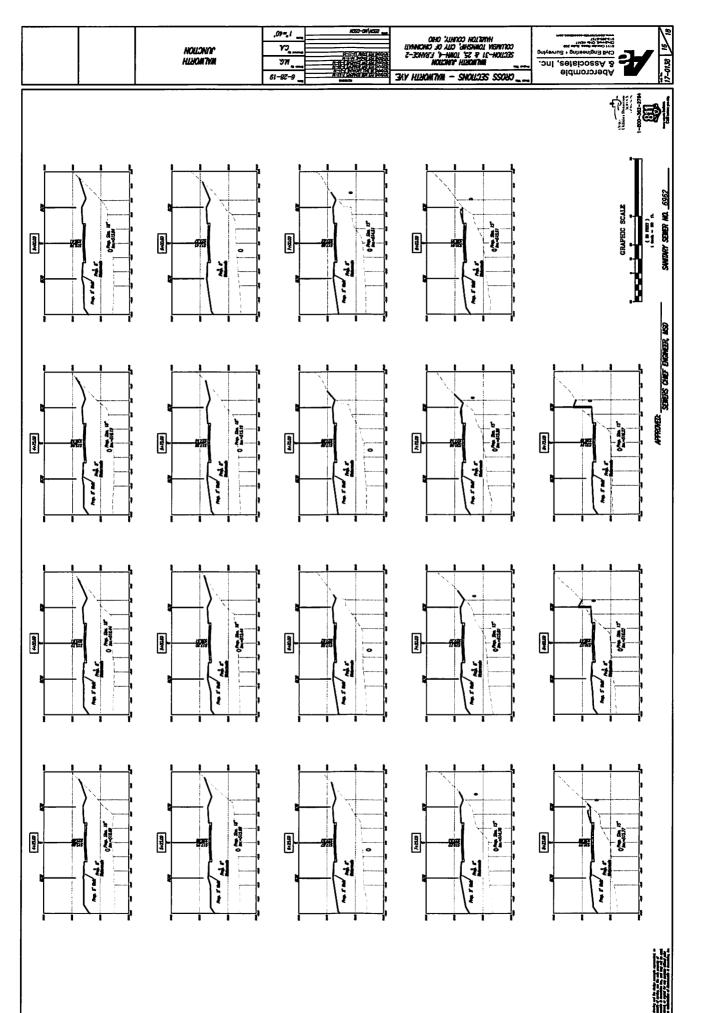


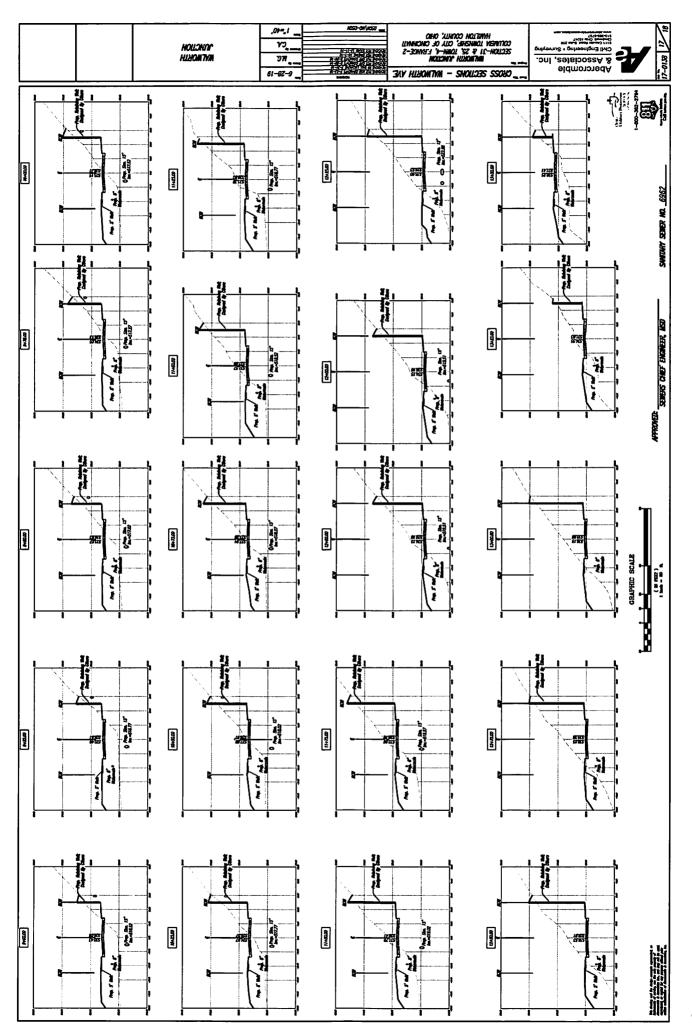


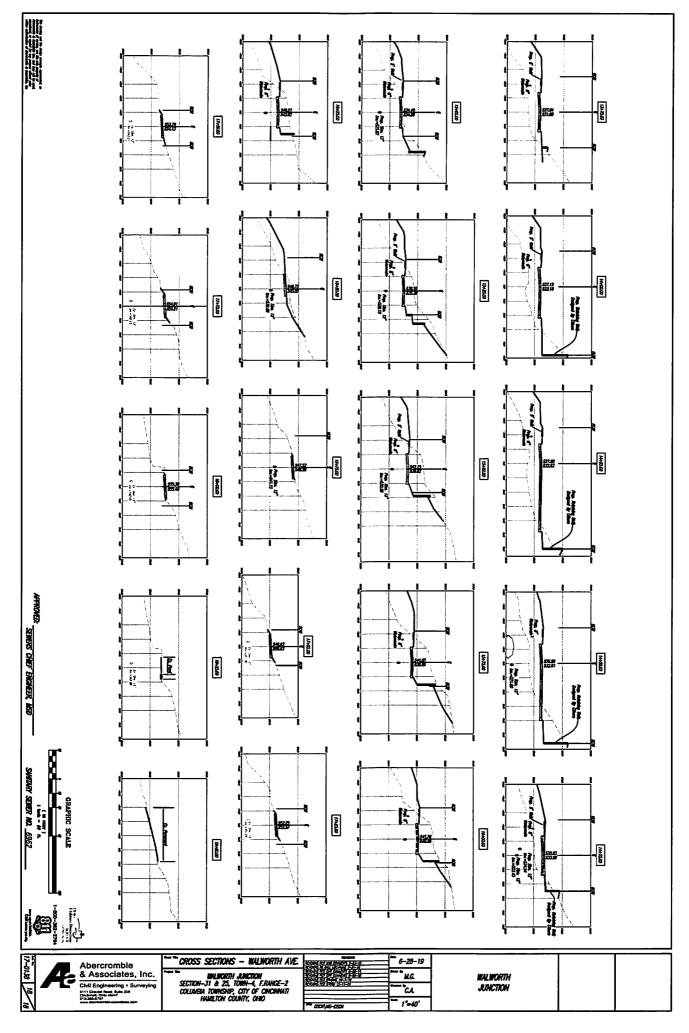












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TO BE RECORDED IN **DEED RECORDS**. PURSUANT TO ORC 317.08(A)

## AFFIDAVIT FOR COVENANT NOT TO SUE (Certified Copy)

STATE OF OHIO	)	
	)	SS:
COUNTY OF FRANKLIN	)	

Before me, the subscriber, a Notary Public in and for the State of Ohio, personally appeared Tonya R. Lassiter, who, being duly swom according to law, deposes and says that: (i) she is employed as a records management officer in the Legal Office of the Ohio Environmental Protection Agency ("Ohio EPA") and, as such, is authorized to sign this Affidavit on behalf of Ohio EPA; and (ii) the attached document is a true and correct copy of the Covenant Not to Sue / Director's Final Findings and Orders issued by the Director, in the Ohio **EPA** Director's Journal and entered Now (ary 3), 2020 . This certified copy is regarding property known as the Walworth Junction Property, located at 2927-3121 (odd) Walworth Avenue in Cincinnati, Hamilton County, Ohio and further described in the attached Covenant Not to Sue.

> Tonya R. Lassiter Records Management Officer Ohio EPA Legal Office

Sworn to and subscribed before me, a Notary Public in and for the State of Ohio, , 20<u>20</u>,

day of JANUARY

DONALD L. VANTERPOOL, Attorney-AM NOTARY PUBLIC, STATE OF OHIONOtary Public

My Commission has no expiration de State of Ohio

Section 147.03 A.C.

Permanent Commission No expiration, R.C. 147.03

This instrument prepared by: Clint White, Attorney Ohio EPA Legal Office P.O. Box 1049 Columbus, Ohio 43216-1049

## **BEFORE THE**

## **OHIO ENVIRONMENTAL PROTECTION AGENCY**

in the matter of:

Ralph Meieriohan East End Developers, LLC 4010 North Bend Road, Suite 301 Cincinnati. Ohio 45211

**Covenant Not to Sue** 

**Director's Final Findings** and Orders

Regarding property known as:

Walworth Junction Property 2927-3121 (odd) Walworth Avenue Cincinnati, Ohio 45226

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Pursuant to Ohio Revised Code ("ORC") Chapter 3746 and Ohio Administrative Code ("OAC") Chapter 3745-300, the Director of the Ohio Environmental Protection Agency (the "Director") hereby makes the following Findings and issues the following Orders ("Findings and Orders").

## **FINDINGS**

A No Further Action Letter, No. 19NFA754 (the "NFA Letter"), was submitted on 1. December 2, 2019 to the Director under the Voluntary Action Program on behalf of East End Developers, LLC (the "Volunteer"), by Ihor Melnyk P.E., a certified professional, No. CP147, as defined in ORC 3746.01(F) and OAC 3745-300-01(A) (the "Certified Professional").

## 14105 01121

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 2

- 2. The Certified Professional issued the NFA Letter by his CP affidavit on November 25, 2019.
- 3. The NFA Letter describes the investigational and remedial activities undertaken at the approximately 5.704-acres property, known as Walworth Junction or Walworth Avenue Property, located at 2927-3121 (add) Walworth Avenue, Cincinnati, Hamilton County, Ohio (the "Property"). An exact legal description of the Property is attached hereto as Exhibit 1. A property location map is attached hereto as Exhibit 2. Based on information in the NFA Letter, the Property is owned by East End Developers, LLC.
- 4. The Certified Professional prepared pursuant to OAC 3745-300-13 an Executive Summary of the NFA Letter, which is attached hereto as Exhibit 3.

## Summary of the voluntary action for the Property

- 5. Based upon the information in the NFA Letter, the Volunteer undertook the following investigational and remedial activities regarding the Property:
  - a. A Phase I Property Assessment pursuant to OAC 3745-300-06, to determine whether there is any reason to believe that a release of hazardous substances or petroleum has or may have occurred on or from the Property.
  - b. A Phase II Property Assessment pursuant to OAC 3745-300-07, including but not limited to investigations of identified areas and affected media at the Property, to assess environmental conditions related to releases of hazardous substances and/or petroleum.
  - c. Other remedial activities, conducted under OAC 3745-300-11 or other applicable law, including the removal of approximately 80,000 cubic yards of soil and placement of compacted clean engineered fill.
  - d. A demonstration that the Property complies with applicable standards based on the remedial activities for the identified chemicals of concern ("COCs") in the identified areas at the Property and in affected media. The demonstration was made using generic numerical standards, and a protection of ground water meeting unrestricted potable use standards.
- 6. The Certified Professional has verified by affidavit that the voluntary action was conducted and the NFA Letter was issued for the Property in accordance with ORC Chapter 3746 and OAC Chapter 3745-300, that the Property is eligible for the Voluntary Action Program, and that the voluntary action was conducted in compliance with all applicable federal, state and local laws and regulations.
- 7. At the time that analyses were performed, Pace Analytical Services, Inc.

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 3

Indianapolis, IN and Pace Analytical Services, Inc. Minneapolis, MN, EA Group, and ALS Environmental were certified laboratories, No(s). CL0065, CL101, CL0015, and CL0022, respectively, as defined in ORC 3746.01(E) and OAC 3745-300-01(A), whose services were used in support of the NFA Letter.

#### **Applicable Standards**

- 8. Based on the information contained in the NFA Letter and all conditions set forth in these Findings and Orders, the Property meets applicable standards contained in ORC Chapter 3746 and OAC Chapter 3745-300 for various uses including unrestricted land use and unrestricted potable ground water use. The applicable standards for the Property are those in effect when the NFA Letter was issued on November 25, 2019. The applicable standards, the methods of achieving compliance with the standards, and the associated points of compliance for the standards for each complete exposure pathway, are identified in the NFA Letter or by applicable law. The standards include one or more of the following:
  - a. Generic numerical standards determined in accordance with OAC 3745-300-08.
  - b. Property-specific risk assessment standards developed in accordance with OAC 3745-300-09.
  - c. Background standards determined in accordance with ORC 3746.06(A) and OAC 3745-300-07(H).
  - d. Standards for residential (potable) use of ground water underlying the Property, applied in accordance with ORC 3746.06(B) and OAC 3745-300-07(F).
  - Remedy changes may be undertaken or documented in accordance with OAC 3745-300-11. Documentation of new or revised remedies may be reviewed as an Ohio EPA public record. (Many public records are available to download from Ohio EPA's eDocument search engine page.)
- 10. Pursuant to ORC 3746.12(A), the Director of Ohio EPA is authorized to issue a covenant not to sue for the Property through these Findings and Orders. Based on the NFA Letter and subject to all conditions set forth in these Findings and Orders, the remedial activities conducted for the Property are protective of public health and safety and the environment.

#### **ORDERS**

#### Covenant

1. Based on the NFA Letter, and subject to all conditions set forth in these Findings

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 4

and Orders, Ohio EPA hereby covenants not to sue and releases East End Developers, LLC, and its agents, employees, members, shareholders, officers, directors, successors and assigns, and successors and assigns of the Property, from all civil liability to the State of Ohio (the "State") to perform additional investigational and remedial activities. This covenant not to sue and release of liability ("Covenant") applies to the Property that has undergone a Phase I or Phase II property assessment in compliance with ORC Chapter 3746 and OAC Chapter 3745-300 or has been the subject of remedial activities conducted under ORC Chapter 3746 and OAC Chapter 3745-300 to address a release of hazardous substances or petroleum, and the assessment or the remedial activities demonstrate or result in compliance with applicable standards.

#### **Conditions and Limitations**

# Requirement to Record These Findings and Orders / Covenant Not to Sue

- 2. Within thirty (30) days after the issuance of these Findings and Orders, East End Developers, LLC shall:
  - a. File with Hamilton County Recorder's Office, for recording in the same manner as a deed to the Property pursuant to ORC 3746.14, a copy of these Findings and Orders, including Exhibits 1 (Legal Description), 2 (Property Location Map) and 3 (Executive Summary).
  - b. Submit to Ohio EPA a copy of the Findings and Orders that shows the filing date stamp of the Hamilton County Recorder's Office or other reliable information that verifies the recording of the Findings and Orders in accordance with this Order. The submission shall include a cover letter that identifies "Recorded Covenant Not to Sue for NFA Letter No. 19NFA754." The submission shall be delivered by U.S. mail or by other reliable means to the DERR Records Management Officer at Ohio EPA's Central Office, 50 West Town Street, P.O. Box 1049, Columbus, OH 43216-1049, or at records@epa.ohio.gov.

#### **Limits of Covenant**

- 6. Pursuant to ORC 3746.12(B)(1), the Covenant shall remain in effect for as long as the Property continues to comply with the applicable standards upon which the Covenant is based, as referenced in these Findings and Orders.
  - a. Compliance with standards requires the effective performance of the remedial activities, as applicable, and additional or changed remedies as documented in Ohio EPA's public record or in an instrument recorded in the same manner as a deed for the Property.
  - b. Upon a finding pursuant to ORC 3746.12(B)(2) that the Property or portion

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 5

thereof no longer complies with applicable standards upon which issuance of the Covenant was based and receipt of the Director's notice of that fact and the requirements of ORC 3746.12(B)(3), the person(s) responsible for maintaining compliance with those standards shall receive an "opportunity to cure" the noncompliance.

- c. ORC 3746.12(B)(4) provides for revocation of the Covenant upon a Director's finding that the noncompliance has not been cured.
- 7. The Covenant shall not apply to releases of hazardous substances or petroleum that occur after the issuance of the NFA Letter.
- 8. The Covenant shall not apply:
  - a. To claims for natural resource damages the State may have pursuant to Sections 107 or 113 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9607 and 9613, as amended.
  - b. To claims the State may have pursuant to Section 107 of CERCLA, 42 U.S.C. 9607, as amended, for costs other than those for damages to natural resources, provided that the State incurs those other costs as a result of an action by the United States Environmental Protection Agency.
  - c. As otherwise specifically provided in ORC Chapter 3746, including but not limited to obligations arising under other applicable laws.
- 9. Nothing in the Covenant limits the authority of the Director to act under ORC 3734.13 and 3734.20 to 3734.23.
- 10. Nothing in the Covenant limits the authority of the Director to request that a civil action be brought pursuant to the ORC or common law of the State to recover the costs incurred by Ohio EPA for investigating or remediating a release or threatened release of hazardous substances or petroleum at or from the Property, when the Director determines that the release or threatened release poses an imminent and substantial threat to public health or safety or the environment.
- 11. Nothing in the Covenant shall be construed to limit or waive the Director's authority to revoke the Covenant in response to any of the circumstances for revocation of a covenant, as provided in ORC Chapter 3746 and OAC Chapter 3745-300.

#### **Ohio EPA Oversight and Access to Property**

12. Pursuant to ORC 3746.21 and at reasonable times, upon proper identification.

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 6

and stating the necessity and purpose as directed by applicable law, authorized representatives of the Director shall be granted access to the Property for the inspection or investigation purposes authorized under applicable law. Such purposes may include but are not limited to conducting an audit of the NFA letter.

# Transfer

13. Pursuant to ORC 3746.14 and OAC 3745-300-13, the NFA Letter and the Covenant Not to Sue/Findings and Orders may be transferred to any person by assignment or in conjunction with the acquisition of title to the Property.

IT IS SO ORDERED:

JAN 3 1 2020

Laurie A. Stevenson, Director
Ohio Environmental Protection Agency

Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 7

Exhibit 1
Legal Description



#### **EXHIBIT A**

SITUATED IN THE COUNTY OF HAMILTON AND STATE OF CHICAND FURTHER DESCRIBED AS

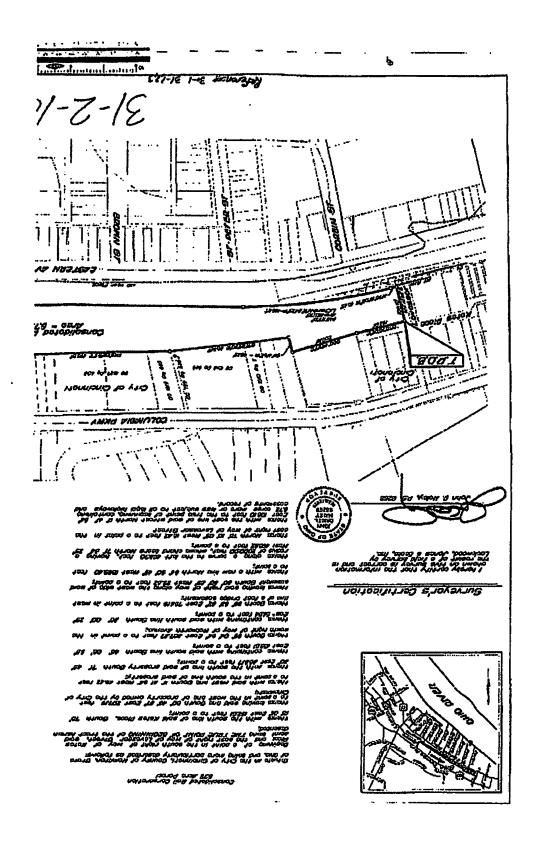
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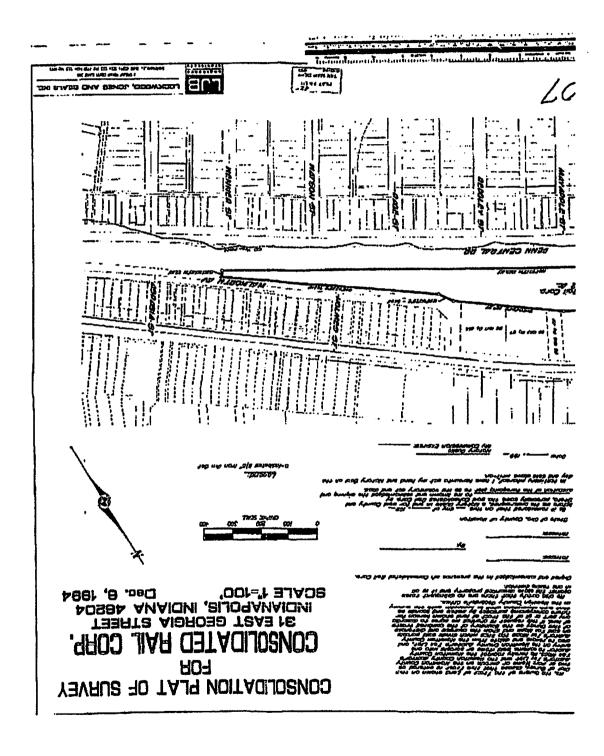
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PPN; 031-0002-0107

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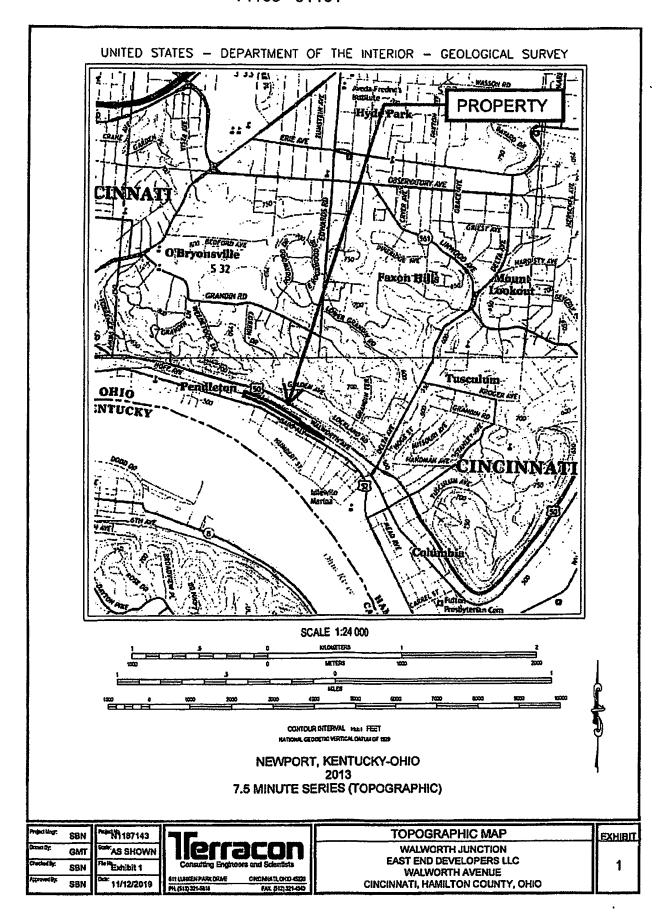
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Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 8

Exhibit 2
Property Location Map



Director's Final Findings & Orders — Covenant Not to Sue Walworth Junction Property Page 9

Exhibit 3
Executive Summary

#### **EXECUTIVE SUMMARY FOR FILING**

Property/subject of the NFA letter: Walworth Junction Property

Allas Property Names: Walworth Avenue Property

Property Address: 2927 through 3121 (cdd) Walworth Avenue, Cincinnati, Hamilton County, Ohio

Volunteer: East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, Ohio 45211

Property Owner: East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, Ohio 45211

NFA Letter and Executive Summary Issued by: Ihor Melnyk, VAP Certified Professional, CP #147, Terracon Consultants, Inc., 611 Lunken Park Drive, Cincinnati, Ohio 45226, (513) 612-9003

The following is an executive summary of a No Further Action (NFA) letter for the above-mentioned Property. This executive summary serves as the recording document to meet the requirements of Ohio Revised Code (ORC) 3746.14(A)(1) and Ohio Administrative Code (OAC) 3745-300-13(J) under Ohio's Voluntary Action Program (VAP). Copies of the NFA letter and request for Covenant Not to Sue (CNS) may be obtained by contacting the Ohio EPA – Division of Environmental Response and Revitalization, Central Office Records Management Officer at (614) 644-2924. A legal description of the approximately 5.704-acre Property is included in the NFA letter.

#### **Historical Uses of the Property**

Based on the historical use information, the Property was developed with railway operations including railroad tracks, a roundhouse and turntable, an oil house, blacksmith shop, machine shop, saw shop, boiler shop, erecting shop, and outbuildings including a shed with a sand drying furnace from at least 1891 to 1904. The roundhouse was demolished and a turntable was constructed in the center of the Property by 1904, when a coal tipple, oil house, store house, engine house with machinist and blacksmith areas, paint house, and outbuildings were present, until approximately 1922. From 1922 to 1950 several structures at the Property were demolished and a dormitory was constructed. The coal tipple and northern portion of the machine shop that previously housed the blacksmith and machine shop were removed between 1950 and 1981. The railroad tracks and remaining structures at the Property were removed between 1981 and 1985; with some concrete remnant structure and concrete slabs remaining at the Property at this time.

The general Property vicinity was developed with residential and commercial properties and railroad tracks prior to 1891. The adjoining properties have historically been developed with residential properties to the east and west; railroad tracks and vacant land with commercial and residential properties further south; and undeveloped wooded land to the north.

#### Areas of Known or Suspected Contamination

Number of areas on this property that have known or suspected contamination: 16

The Property was previously occupied by a railyard which included multiple turntables, oil houses/rooms, blacksmith shops, an engine house, machine shop, repair shop, erecting shop, paint/tin houses, some of which straddled the Property boundary (IAs 1-15). The chemicals of concem (COCs) identified at the Property include: volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs; including polynuclear arcmatic hydrocarbons [PAHs]), metals, herbicides, polychlorinated biphenyls, total petroleum hydrocarbons – gasoline and diesel range organic (TPH-GRO/DRO; soil only), asbestos (soil only). Soils were determined to be impacted by VOCs, PAHs, metals, PCBs, TPH-DRO, and asbestos. Despite the presence of soil impacted by COCs, groundwater Property-wide was determined not to be impacted by COCs at concentrations above UPUS. Soil gas samples collected in portions of the Property selected as most likely to be potentially impacted by VOCs were found to contain concentrations of VOCs. However,

no potential source of the VOCs was Identified in soil or groundwater on the Property. Because there was no source identified, the soil in the elevated area (around SG-8) was removed to bedrock and backfilled with compacted borrow soil. Per discussion with VAP Technical Assistance, no additional assessment of the soil gas would be necessary. Additionally, during remedial soil excavation activities, a non-BUSTR-regulated UST, as well as petroleum-impacted soil, was discovered (and removed) in the north-central portion of the property at the western end of Walworth Avenue (IA-16).

Are there any impacts to the property from another source?

- No, all contamination on or emanating from this property originated from this property
- Yes, contamination from an off-property source has impacted this property

If yes, provide a brief explanation: Based on historical documentation, multiple identified areas straddled the Property boundary and may have been mostly or completely off-Property. In addition, immediately adjoining properties or portions of properties historically had similar use as the Property (i.e., railway operations). In fact, the property adjoining to the south remains an active railroad property with railroad tracks continuing to be present and occasionally used. Therefore, it is assumed that releases occurred off-Property such that (i) remediation off-Property in these areas would not be appropriate; and (ii) remediation of impacts on-Property up to the Property boundary would be appropriate.

Are there any known impacts from this property to surrounding properties or waterways?

No - Per discussions and concurrence from OEPA during Technical Assistance, contamination has not migrated off-property. Historic maps and aerial photos indicated structures (potential sources of impact to the environment) located off-Property along the Property boundary. The CP conservatively identified these potential off-Property sources as IAs to the Property (e.g., IA 11 extended off-Property. IA 13 and IA 14 were located completely off-Property.) because releases from off-Property could have caused impacts on/near the Property boundary.

☐ Yes - Provide a brief explanation:

#### Remedies implemented to Ensure Property is Safe for Reuse

Asbestos abatement – Explain: No abatement was necessary because there was no regulated asbestos encountered at the Property. Soil containing asbestos (but not part of any structures/construction debris) was encountered and excavated and disposed of at an approved landfill.

☐ Property use restrictions - Explain: N/A

☐ Remedies subject to ongoing operation and maintenance (O&M), for example, under an O&M Plan Explain: N/A

☑ Risk mitigation measures for construction or excavation activities – Explain: The contractor performing the remedial excavation as well as excavation for geotechnical purposes and the backfilling/compaction/grading was responsible for maintaining dust control as well as continual street cleaning to minimize spread of impacted soil.

☑ Other remedial activities – Explain: Excavation of impacted soil, backfilling of replacement clean fill, and collection of confirmatory samples were completed to remediate the site soils to VAP residential standards. A total of approximately 80,000 cubic yards of soil were removed from the Property and disposed of off-site at properly licensed Rumpke facilities located in Colerain, Ohio and New Baltimore, Ohio.

#### **Contamination Remaining on the Property**

The following contamination remains on the property but has been determined to meet applicable standards for the safe reuse of the property for its intended land use:

☑ Soil – Explain: Contaminants in soil within the 10-foot point of compliance meet the standards for residential use.
 ☑ Soil gas – Explain: Contaminants in the soil gas meet the standards for residential use.
 ☑ Ground water – Explain: Contaminants in the ground water at the site meets the standards for unrestricted potable use.
 ☐ Other (if applicable) – Explain: N/A
 The Property Assessment and Cleanup Supports the Following Allowable Land Uses

The Property Assessment and Cleanup Supports the Following Allowable Land Uses [Check those that apply and delete those that do not.]

⊠Unrestricted use, which allows for all land uses including residential, recreational and commercial use



Mike DeWine. Governor Jon Husted, Lt. Governor Laurie A. Stevenson, Director

> Re: **Walworth Junction Property**

> > Covenant

Correspondence

**Voluntary Action Program** 

**Hamilton County** 531003407002

**CERTIFIED MAIL** 

#### MEMORANDUM

TO:

Shelley Wilson, Executive Administrator for Real Property, Tax

Equalization Division, Ohio Department of Taxation

FROM:

Laurie A. Stevenson, Director, Ohio Environmental Protection Agency

SUBJECT: Covenant Not to Sue Issued to East End Developers, LLC for the **Walworth Junction Property** 

As Director of the Ohio Environmental Protection Agency, I certify that East End Developers, LLC has performed investigational and remedial activities at the property listed below and has been issued a Covenant Not to Sue under the authority of Ohio Revised Code ("ORC") 3746.12. This information is being provided in satisfaction of ORC 5709.87(B).

Property name:

**Walworth Junction Property** 

Property address:

2927-3121 (odd) Walworth Avenue, Cincinnati, Hamilton County,

Ohio 45226

Property owner:

East End Developers, LLC

Property owner address: 4010 North Bend Road, Suite 301, Cincinnati, Ohio 45211

Parcel number(s): 031-0002-0107-00

County:

Hamilton

Central Office • 50 W. Town St. • Suite 700 • P.O. Box 1049 • Columbus, OH 43216-1049 www.epa.chio.gov • (614) 644-3020 • (614) 644-3184(fax)

Memo to Ms. Shelley Wilson, Ohio Department of Taxation Page 2

Taxing District:	001 – CINTI CORF	P-CINTI CSD
Date Covenant N	ot to Sue Issued:	JAN 3 1 2020
Date remedial act		ed to under affidavit by the Certified

Attached, for your information, is a copy of the legal description of the property.

If additional information regarding the property or the voluntary action is required, I suggest you first contact lhor Melnyk, the Certified Professional for the property, at (513) 612-9003. As an alternative, you may contact Sam Staschiak with the Ohio Environmental Protection Agency at (614) 728-1749.

cc: Ralph Meierjohan, East End Developers, LLC, 4010 North Bend Road, Suite 301, Cincinnati, OH 45211
Ihor Melnyk, Certified Professional, Terracon, 611 Lunken Park Drive, Cincinnati, Ohio 45226
Dusty Rhodes, Hamilton County Auditor, 138 E. Court Street, #304A, Cincinnati Ohio 45202

ec: E. Chase Dressman, Esq., Taft Law, cdressman@taftlaw.com
Dan Tjoelker, SABR, Ohio EPA
Clint White, Legal Office, Ohio EPA
DERR-CO, VAP Files 19NFA754
Sam Staschiak, DERR-VAP



#### **EXHIBIT A**

SITUATED IN THE COUNTY OF HAMILTON AND STATE OF OHIO AND FURTHER DESCRIBED AS

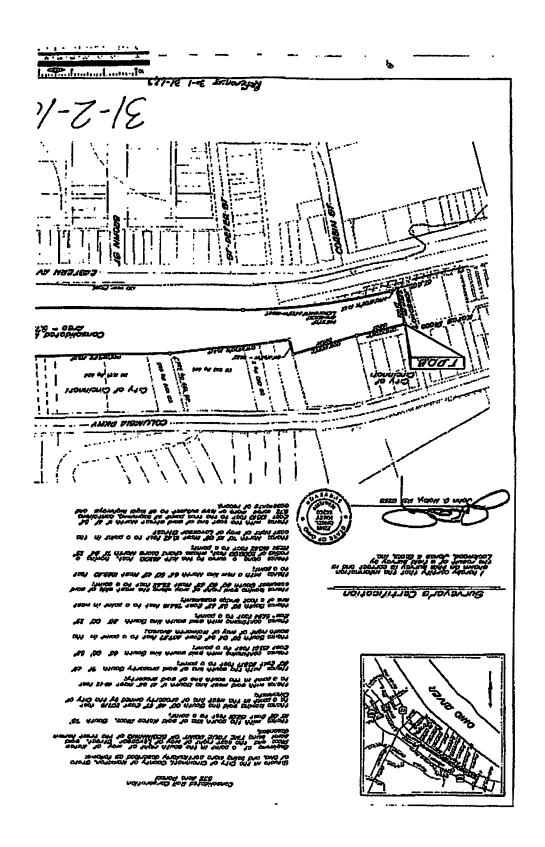
BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY OF KATES PLACE AND THE EAST RIGHT OF WAY OF LEVASSOR STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE WITH THE SOUTH LINE OF SAID KATES PLACE, SOUTH 78' 18' 08' EAST, 182.01 FEET TO A POINT; THENCE LEAVING SAID LINE SOUTH 80' 48' 57" EAST, 207.19 FEET TO A POINT IN THE WEST LINE OF PROPERTY OWNED BY THE CITY OF CINCINNAT; THENCE WITH SAID WEST LINE SOUTH 11' 41' 54' WEST, 48.22 FEET TO A POINT IN THE SOUTH LINE OF SAID PROPERTY; THENCE WITH THE SOUTH LINE OF BAID PROPERTY SOUTH 71' 48' 30' EAST, 383.17 FEET TO A POINT; THENCE CONTINUING WITH SAID SOUTH LINE SOUTH 88' 08' 53' EAST, 453.81 FEET TO A POINT; THENCE SOUTH 59' 04' 54' EAST, 387.37 FEET TO A POINT IN THE SOUTH RIGHT OF WAY OF WALWORTH AVENUE; THENCE CONTINUING WITH BAID SOUTH LINE SOUTH 18' S0' 02' 28' EAST, 58.49 FEET TO A POINT; THENCE SOUTH 59' 53' 32" EAST, 784.19 FEET TO A POINT IN WEST LINE OF A FOOT BRIDGE EASEMENT; THENCE LEAVING BAID RIGHT OF WAY ALONG THE WEST SUE OF SAID EASEMENT SOUTH 30' S0' 35' WEST, 22.32 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 8' 50' 46' WEST, 1,999.40 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 8' 50' 46' WEST, 1,999.40 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 8' 50' 46' WEST, 1,999.40 FEET TO A POINT; THENCE WITH A NEW LINE NORTH 8' 50' 46' WEST, 1,999.40 FEET TO A POINT; THENCE WITH THE SAT THE LEFT TO A POINT IN THE EAST RIGHT OF WAY OF LEVASSOR STREET; WHOSE CHORD BEARS NORTH 71' 94' 25' WEST, 488.82 FEET TO A POINT; THENCE WITH THE EAST LINE OF SAID STREET HORTH 11' 41' 54' EAST, 109.10 FEET TO THE TRUE POINT OF BEGINNING.

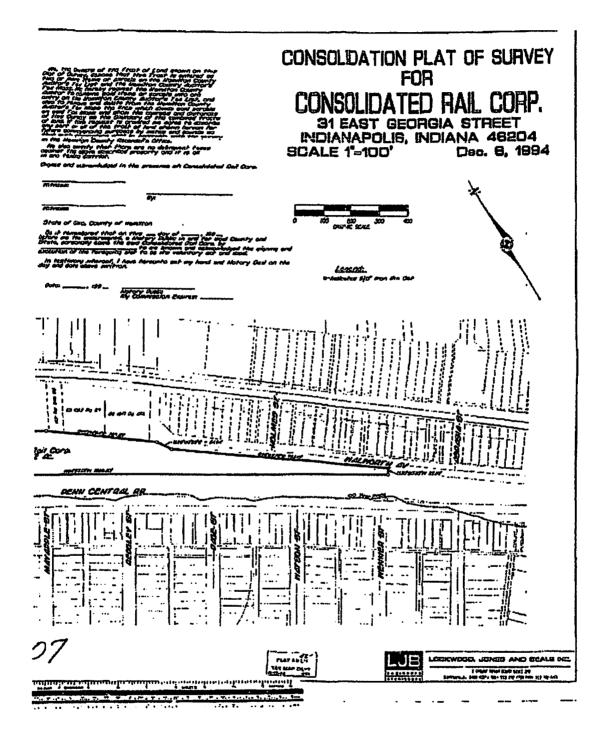
CONTAINING 5.72 ACRES, MORE OR LESS.

PPN: 031-0002-0107

DESCRIPTION ACCEPTABLE HAMILTON COUNTY ENGINEER				
HAMILTON	C	pun	ALA EV	IGINEER
Tax Map	9	78	35	9/
CAGIS		`	·	

10881 884







Walworth Avenue Development Cincinnati, Hamilton County, Ohio May 23, 2019 Terracon Project No. N1195144

> Prepared for: East End Developers LLC Cincinnati, Ohio

Prepared by: Terracon Consultants, Inc. Cincinnati, Ohio

Environmental

**Facilities** 

.

.

Geotechnical

Materials







Attn: Mr. Ralph Meierjohan

P: (513) 662-3111

E: ralphm@meierjohanbuildinggroup.com

Re: Geotechnical Engineering Report

Walworth Avenue Development

3100 Walworth Avenue

Cincinnati, Hamilton County, Ohio Terracon Project No. N1195144

Dear Mr. Meierjohan:

We have completed the Geotechnical Engineering services for proposed development of Walworth Avenue. This study was performed in general accordance with Terracon Proposal No. PN1195144 dated February 7, 2019. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork, pavements and other site development elements for the proposed development.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.

Anurupa S. Kumar, EIT

Anurupa Sk

Staff Geotechnical Engineer

Craig M. Davis, PE, CPSCE

Quedo

Senior Engineer

Ronald S. Lech, PE Senior Principal

Terracon Consultants, Inc. 611 Lunken Park Drive Cincinnati, Ohio 45226 P (513) 321 5816 F (513) 321 0294 terracon.com

# **REPORT TOPICS**

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PROJECT DESCRIPTION	2
GEOTECHNICAL CHARACTERIZATION	3
GEOTECHNICAL OVERVIEW	5
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PAVEMENTS	13
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GENERAL COMMENTS	18
FIGURES	20

**Note:** This report was originally delivered in a web-based format. Orange Bold text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

# **ATTACHMENTS**

EXPLORATION AND TESTING PROCEDURES SITE LOCATION AND EXPLORATION PLANS EXPLORATION RESULTS SLOPE STABILITY ANALYSES SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

# Geotechnical Engineering Report Walworth Avenue Development 3100 Walworth Avenue

# Cincinnati, Hamilton County, Ohio

Terracon Project No. N1195144 May 23, 2019

# INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed development to be located west of 3100 Walworth Avenue in Cincinnati, Hamilton County, Ohio. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil and rock conditions
- Short-term groundwater conditions
- Site preparation and earthwork
- Seismic site classification per IBC
- Pavement design and construction
- Stormwater control considerations

The geotechnical engineering Scope of Services for this project included the advancement of eleven (11) test borings to depths ranging from approximately 16.5 to 45.5 feet below existing site grades.

Maps showing the site and boring locations are shown in the Site Location and Exploration Plan sections, respectively. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs and as separate graphs in the Exploration Results section.

#### SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration, our historical geotechnical explorations in the vicinity, and our review of publicly-available geologic and topographic maps.

ltem	Description
Parcel Information	The project properties (parcels) extend up to about 1,600-feet west of the current terminus of Walworth Avenue, at 3100 Walworth Avenue in Cincinnati, Hamilton County, Ohio.
	Latitude, Longitude: 39.120957, -84.447031 (approximate)
	See Site Location

Walworth Avenue Development ■ Cincinnati, Hamilton County, Ohio May 23, 2019 ■ Terracon Project No. N1195144



Item	Description
Existing Conditions	Site consists of a wooded hillside, downslope of Columbia Parkway, and the former Pendleton Railroad Yard. The remnants of several former structures and the associated pavements are located throughout the property. The site also contains remnants of a storm sewer system and an active overhead utility line on wood poles. The flat/bottom area of the site was previously covered with brush (primarily honeysuckle), which has since been cleared.
	The slope to the north of the property, downslope of Columbia Parkway, is owned by the Cincinnati Parks Department, and will remain so.
	A retaining wall was constructed in 1976 along Columbia Parkway (at the top of the hillside). The south side of the western end of Walworth Ave. is supported by a concrete retaining wall.
Existing Topography	Based off the Preliminary Site Plan by Abercrombie Associates, Inc. (3/28/18), the slope north of the proposed new roadway is at an inclination of about 2.5 to 4 Horizontal to 1 Vertical. The bottom area is relatively flat. Ground surface ranges in elevation from 518 feet along the railroad tracks to 594 feet along Columbia Parkway.

# PROJECT DESCRIPTION

Our initial understanding of the project was provided in our proposal and was discussed during project planning. A period of collaboration has transpired since the project was initiated, and our final understanding of the project conditions is as follows:

Item	Description
Information Available	<ul> <li>Preliminary Site Plan by Abercrombie &amp; Associates, Inc. dated 3/28/18</li> <li>Preliminary Grading Plan by Abercrombie &amp; Associates, Inc. dated 2/5/19</li> <li>Archive Terracon (H. C. Nutting Company) Geotechnical Borings (1967)</li> <li>Terracon Environmental Soil Borings (SB-1 through SB-35) performed in September 2018</li> </ul>
	<ul> <li>Proposed Remediation/ Cut &amp; Fill Plan prepared by Abercrombie &amp; Associates, Inc. dated 2/20/19</li> </ul>

Walworth Avenue Development 
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ltem	
Project Description	Description  The project includes the extension of Walworth Ave. and utility services about 1600 feet west from the current terminus. The new street will facilitate the redevelopment of the former Pendleton Railroad Yard into single and multistory building development. Two retaining walls will be required on the north (upslope) side of new Walworth Ave. to facilitate the grading of the cul-de-sac and intermediate firetruck turn-around.
	The development of the site will be split into two phases. Phase 1 will consist of the removal of existing contaminated soils and their replacement with clean fill. This will be completed to depths ranging from about 2 to 30 below the current ground surface. Contaminated soils will be hauled off site and disposed of. The site will be restored to its prior grading at the completion of Phase 1. Environmental reports have been submitted separately from this geotechnical report. Phase 2 will consist of the earthwork required to achieve the grading plan for the development and the installation of utilities, retaining walls, and pavements.
Grading/Slopes	After completion of the Phase 1 temporary excavations and backfilling, Phase 2 will generally include fill placement (up to about 10 feet) to develop final grades based on the preliminary grading plan provided. Existing slopes will remain at their existing inclination of 2.5H to 4H:1V. Locally, excavation of up to 15 feet deep will be required at the two proposed retaining walls. These, and any other excavations into the existing slopes require review by the Geotechnical Engineer.
Free-Standing Retaining Walls	Two retaining walls have been proposed to achieve final grades along the upslope edge of new Walworth Ave. Wall heights of up to 15 feet are anticipated. These retaining walls have not been designed at this time but are planned to have a decorative concrete facing. Retaining wall designs are beyond the scope of these geotechnical exploration services.
Estimated Start of Construction	Spring/Summer 2019

# **GEOTECHNICAL CHARACTERIZATION**

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical calculations and evaluation of site preparation and foundation options. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the Exploration Results section and the GeoModel can be found in the Figures section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

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Model Layer	Layer Name	General Description
1	FILL	gravel and lean to fat clay, with cinders, brick and rock fragments, concrete and coal
2	LEAN TO FAT CLAY	trace limestone fragments and sand, olive brown/brown, medium stiff to hard
3	SILTY CLAY	brown and gray, medium stiff to stiff
4	LEAN CLAY (Colluvium)	with shale and limestone fragments, olive gray/brown, medium stiff to hard
5	LEAN CLAY (Residuum)	with limestone fragments, olive gray/brown, hard
6	SHALE AND LIMESTONE	Shale: brown/ brown with gray, highly weathered, extremely weak Limestone: gray, strong
7	SHALE AND LIMESTONE	Shale: gray, very weak to weak Limestone: gray, strong

Colluvial soils are derivative of the weathering of the bedrock surface and the gradual downslope creep of the overburden soils. Colluvial soils are identified by shale and limestone fragments derived from the parent bedrock yet in a random orientation. Colluvial soils have a relatively high internal shear strength. However, the shear strength at the contact with the underlying bedrock is considerably lower and subject to pore pressures caused by water permeating along the contact surface.

Residual soils are derived from weathering of the parent bedrock to a cohesive soil and are characterized by a soil-like consistency with trace bedding planes and horizontally-aligned limestone fragments indicative of the parent material.

Approximately 15-feet of rock coring was performed at Test Boring B-6, with recovery ranging from about 25 to 100% and Rock Quality Designation (RQD) ranging from about 0 to 50%. Bedrock consisted of interbedded shale and limestone, with shale comprising about 61% of the rock matrix. Shale bedrock encountered was gray, slightly weathered and weak. Limestone bedrock encountered was light gray, unweathered and strong.

The boreholes were observed while drilling and after completion for the presence and level of groundwater. The water levels observed in the boreholes can be found on the boring logs in Exploration Results. However, groundwater levels during construction or at other times in the life of the structure may be higher or lower than the levels indicated on the boring logs. Groundwater level fluctuations occur due to seasonal variations in the amount of rainfall, runoff and other factors not evident at the time the borings were performed. Perched groundwater is often encountered at the existing fill/natural soil interface, within existing fill, at the overburden soil/bedrock interface or within seams, bedding planes or fractures within the bedrock. As a result, perched water

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could be encountered during construction. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project.

# **GEOTECHNICAL OVERVIEW**

The test borings located to the south of the site (Borings B-2, B-3, B-5, B-7, B-8 and B-10) encountered about 5 to 15 feet of fill overlying native cohesive soils underlain by bedrock encountered at depths ranging from about 30 to 40 feet below existing site grades. The test borings located along the north slope of the site (Borings B-1, B-4, B-6 and B-9) encountered about 3.5 to 6 feet of fill, underlain by native cohesive soils and colluvium and then bedrock at depths ranging from 6 to 33.5 feet below existing site grades. The shallow bedrock was observed to consist primarily of extremely weak to weak shale with moderately strong to strong limestone interbeds.

The development of the site will be split into two phases. Phase 1 will consist of the removal of existing contaminated soils and their replacement with clean fill. This will be completed to depths ranging from about 2 to 30 below the current ground surface. Contaminated soils will be hauled off site and disposed of. The site will be restored to its prior grading at the completion of Phase 1. Environmental reports have been submitted separately from this geotechnical report. Phase 2 will consist of the earthwork required to achieve the grading plan for the development and the installation of utilities, retaining walls, and pavements.

Upon removal of the proposed overburden soil, structural fill (meeting material property requirements described in the Earthwork section of this report) must be placed to achieve final site grades. The newly-placed fill will experience consolidation settlement and has been discussed in this report. Temporary excavations will be required during grading operations. All excavations should, at a minimum, comply with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards. Excavations should be planned to prevent destabilization of the north hillside and the adjacent railroad property that borders the development to the south. Where temporary excavation slopes cannot be established, other support systems such as shoring or shielding may be required.

The near-surface low to medium plasticity clay could become unstable with typical earthwork and construction traffic, especially after precipitation events. Effective drainage systems should be completed early in the construction sequence and maintained after construction to avoid potential issues. If possible, the grading should be performed during the warmer and drier times of the year. If grading is performed during the winter months, an increased risk for possible undercutting and replacement of unstable subgrade will persist. The near-surface soils encountered in the borings, are not expected to pass proofroll in their current condition. In areas of fills and shallow cuts, these soils will require undercutting and replacement or stabilization prior to paving. Additional site preparation recommendations, including subgrade improvement and fill placement, are provided in the Earthwork section.

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The fill soils encountered in the test borings consisted of uncontrolled fill consisting of concrete, brick and rock fragments, coal and other inclusions. Due to the variability in the consistency of fill material the existing fill should be considered unsuitable for building support. Based on the proposed remediation plan, a portion of the existing fill areas will be undercut and backfilled with structural fill. If existing fill is encountered at the pavement subgrade level, following proposed remediation, the existing fill should be undercut such that the subgrade consists of a minimum 2-feet of new engineered fill. Besides the existing fill, some of the native soils were identified in a medium stiff condition. These soils should also be undercut and replaced with structural fill to provide building support. In lieu of removing and replacing these soils, bearing elements of foundations may be designed to penetrate into the underlying at-least-stiff native soils or bedrock.

The proposed buildings on the individual lots within the development have not yet been prepared. It is anticipated that these structures will be unique to each lot/builder. Specific recommendations for the design of building foundations will likely be required by the individual builders on each lot. The builders will need to abide by Ohio Building Code or engage a firm, other than Terracon, for any services related to the proposed building structures.

To create a model and determine soil properties for the design of the 2 retaining walls planned for the development, slope stability analyses of the north slope were performed. The parameters used in these analyses were based upon new borings performed toward the bottom of the slope and historical borings performed by HC Nutting (now Terracon) in the upper slope. Copies of the relevant historical boring logs are included in the Appendix. Any excavations into the existing slope at this site must be reviewed by the Geotechnical Engineer. Retaining walls should be designed such that an open-cut is not required. Typical wall types may include a drilled shaft and lagging wall that may be faced with decorative concrete. See Slope Stability for additional discussion.

The Pavements section addresses the subgrade parameters to be used in the design of pavement systems.

The General Comments section provides an understanding of the report limitations.

#### **EARTHWORK**

The following sections provide recommendations for use in the preparation of specifications for the earthwork. These recommendations include critical quality criteria that are necessary to render the site in the state considered in our geotechnical engineering evaluation for support of pavements, infrastructure, and general building development.

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# Site Preparation

Clearing and grubbing has already been carried out on most of the property to be developed. The development of the site will be split into two phases. Phase 1 will consist of the removal of existing contaminated soils and their replacement with clean fill. This will be completed to depths ranging from about 2 to 30 below the current ground surface. Contaminated soils will be hauled off site and disposed of. The site will be restored to its prior grading at the completion of Phase 1. Environmental reports have been submitted separately from this geotechnical report. Phase 2 will consist of the earthwork required to achieve the grading plan for the development and the installation of utilities, retaining walls, and pavements.

Prior to placing fill, any remaining existing vegetation and root mat/root bulbs should be removed. Complete stripping of the topsoil should be performed within the grading limits. Following stripping of site, specific evaluation should be performed to determine whether remnants of the former structures (e.g. below-grade walls, slabs and foundations, underground utilities) can be left in place or removed. In general, these items should be removed in their entirety and replaced with engineered fill. These items should be evaluated on a case-by-case basis by Terracon in consideration of proposed structures which may conflict with the presence of existing structural remnants.

Any existing utilities should be clearly marked in the field prior to construction and specific information regarding existing utilities (including accurate locations and depths) is very important to identify potential conflicts with new utilities, future building development, and roadways. Site preparation should include the relocation of any existing utilities outside of proposed building footprints. If any existing utilities are to be abandoned in-place, it is recommended that the utilities be grouted solid. Any existing catch basins, underdrains and septic systems should be completely removed.

The fill soils encountered in the test borings consisted of uncontrolled fill consisting of concrete, brick and rock fragments, coal and other inclusions. Due to the variability in the consistency of fill material the existing fill should be considered unsuitable for building support. Besides the existing fill, some of the native soils were identified in a medium stiff condition. Based on the proposed environmental remediation plan, a portion of the existing fill and medium stiff native soils will be undercut and backfilled with structural fill.

In building areas, plus a 10-feet perimeter, any existing fill or medium stiff native soils should be undercut and replaced with structural fill to provide building support. In lieu of removing and replacing these soils, bearing elements of foundations may be designed to penetrate to bear in the underlying at-least-stiff native soils or bedrock. Typical methods for this purpose include trenched footings or a foundation system of drilled shafts and grade beams.

The following table indicates the depths of the fill and medium stiff native soil zones.

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Boring ID	Depth of Fill/Medium Stiff Zone (feet)
B-2	10
B-3	10
B-5	15
B-7	5
B-8	7.5
B-10	15
B-11	7.5

If encountered, any existing fill in proposed pavement areas should be undercut to provide a minimum 2-feet engineered fill thickness. The bottom of the undercut areas and other subgrade areas to receive engineered should be proof rolled with multiple passes of a loaded dump truck (minimum total weight of 20-tons) under the observation of Terracon. Soft, yielding areas should be isolated and remediated prior to placement of engineered fill. Undercutting in areas that fail a proofroll may require undercutting to depths greater than the 2 feet mentioned above. Possible remediation methods could include in-place stabilization with gravel and a geogrid/geotextile, undercutting and replacement with engineered fill, or chemical stabilization. The appropriate remediation method will depend on the conditions encountered at that time and location and should be determined in the field during construction.

# Fill Material Types

It is our understanding that the fill materials for both phases of the development will be obtained from an approved borrow site. Terracon has evaluated and reported on one identified potential borrow site located near the intersection of Interstate 74 and Ohio State Route 128 in Hamilton County, Ohio. A copy of this report is included in the Appendix.

Fill required to achieve design grade should be consist of "structural" fill since it will be relied upon for support of infrastructure and future building development. Structural fill is generally described as material used below, or within 10 feet of structures, pavements or constructed slopes. We recommend the use of a uniform compaction specification due to the scale of the development. Earthen materials used for structural fill should meet the following material property requirements:

Soil Type <sup>1</sup>	USCS Classification	Acceptable Parameters
Lean clay	CL (LL<40)	All locations and elevations
Moderately plastic clay	CL (40 <ll<50)< td=""><td>&gt; 3 feet below pavement subgrade</td></ll<50)<>	> 3 feet below pavement subgrade

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Soil Type <sup>1</sup>	USCS Classification	Acceptable Parameters
Well graded granular	GW <sup>2</sup>	All locations and elevations
On-site soils and weathered bedrock	Varies	The existing on-site soils, typically described as lean clay, are suitable for use as engineered fill. Medium plasticity clay should not be used within 3 feet of subgrade beneath building/pavement areas. Moisture conditioning and some culling of excavated soils should be anticipated. The suitability of all excavated soils should be evaluated in the field during construction.

- New engineered fill should consist of approved materials that are free of organic matter and debris
  and have a maximum particle size of 6 inches. Frozen material should not be used. Fill should not be
  placed on a frozen subgrade. A sample of each material type should be submitted to Terracon for
  evaluation.
- 2. Similar to ODOT Item 304 stone or crushed limestone aggregate or granular material such as sand, gravel or crushed stone containing no more than 10% low plasticity fines (passing #200 sieve).

Shale and limestone materials can be used as structural fill. However, the following special measures should be implemented:

- Brown and gray shale should not be intermixed.
- Soil should not be mixed with gray shale but can be mixed with brown shale.
- Large rock fragments or limestone slabs having a thickness greater than 6 inches in any dimension, should be removed from the layer to be compacted, or broken down in-place before being incorporated in to the compacted lift. No solid fragment greater than 6 inches in any dimension should be placed in the fill. All rock pieces should be well distributed in the mass and "nesting" should be avoided. Stones or rock fragments larger than 4 inches in their greatest dimension should be prohibited in the top 6 inches of the final subgrade.
- Water should be added to each layer as required to obtain a moisture content of the soil or shale portion of the fill to within a range of optimum moisture content to +4% for any shale fill (and +/-2% for soils). The addition of water is necessary to facilitate compaction, but also accelerate the slaking and breakdown in the case of shales. Water should be added utilizing a spray bar on a truck or other approved method to produce uniform application. The water should be uniformly incorporated throughout the entire layer's thickness. Note that it has been our experience to observe that gray shale will require comparatively more water to condition the lift than brown weathered shale.
- All structural fill, including soil and shale materials, should be placed in loose lifts not exceeding 8 inches in thickness. Compaction should be accomplished as outlined in this report.
- Where shale materials are included in the structural fill, both vibratory and static tamping foot rollers having a minimum weight of 50,000 lbs. should be utilized.

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Due to occasional difficulty in performing field density tests due to limestone fragment influences, proof-rolling the compacted lifts may be necessary in some cases to observe stability and confirm compaction, in lieu of moisture-density testing.

#### **Fill Compaction Requirements**

Structural and general fill should meet the following compaction requirements.

<u>ltem</u>	Structural Fill
Maximum Lift	<ul> <li>8-inches or less in loose thickness when heavy, self-propelled compaction equipment is used</li> </ul>
Thickness	<ul> <li>6-inches in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used</li> </ul>
Minimum Compaction Requirements <sup>1, 2</sup>	98% of max. below foundations and within 2-feet of finished pavemen subgrade
Water Content	■ Low plasticity cohesive: -2% to +3% of optimum
Range <sup>1</sup>	□ Granular: -3% to +3% of optimum / workable moisture levels

- 1. Maximum density and optimum water content as determined by the standard Proctor test (ASTM D 698).
- 2. If the granular material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, granular materials should be compacted to at least 70% relative density (ASTM D 4253 and D 4254).

All materials to be used as engineered fill should be tested in the laboratory to determine their suitability and compaction characteristics.

#### **Grading and Drainage**

Effective site drainage is important to satisfactory long-term performance of buildings and pavements. Final surrounding grades should be sloped away from these items to prevent the ponding of water and should be maintained throughout its lifespan. Water retained next to buildings can result in soil movements greater than those discussed in this report. Greater movements can result in unacceptable differential floor slab and/or foundation movements, cracked slabs and walls, and roof leaks. Effective site drainage is also important during construction to reduce the potential for undercuts associated with ponding of water in excavations and on approved subgrades.

Where the bedrock surface is exposed in cut subgrade areas, it should be examined for drainage characteristics and careful crowning of the subgrade is important to avoid low spots that can trap water and soften the subgrade. Fill placed on benches that intercept the overburden soil/bedrock interface, and those that extend into the bedrock, should be evaluated to determine if ground water

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seepage exists. Where ground water is encountered in fill areas, temporary drainage will be required. Depending upon the depth and location of the groundwater, permanent drainage may be required to prevent the build-up of groundwater pressures.

#### **Earthwork Construction Considerations**

It is anticipated that variable excavation depths are planned across the site to establish the design subgrades. The feasibility of performing open-cut excavations with laid-back slopes will depend on several factors and requires specific evaluation. Excavations/trenches deeper than 20 feet should be designed by a registered engineer. Temporary excavation support systems, where required, should be installed prior to making excavations. Trenches at the base of and parallel to slopes should limited to sections of 30 feet or less and backfilled prior to excavating the adjacent sections. All backfill should be compacted to specifications.

All trench excavations should be made with sufficient working space to permit construction including backfill placement and compaction. If utility trenches are backfilled with relatively clean granular material, they should be capped with at least 18 inches of cohesive fill in non-pavement areas to reduce the infiltration and conveyance of surface water through the trench backfill.

Temporary excavations will be required during grading operations. The excavation/site contractor is responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. The design of the excavation support system should not only take into account the forces, but also tolerable displacement as specified in the project documents. All excavations should, at a minimum, comply with applicable local, state and federal safety regulations, including the current Occupational Safety and Health Administration (OSHA) Excavation and Trench Safety Standards. The soils encountered in the test borings generally appear to classify as OSHA Type B. However, OSHA Type C are also likely to be present due to the presence of uncontrolled fill and the groundwater table. The final determination of the soil type should be made by the contractor's competent person and be based upon the conditions that exist at that time and location.

Any subgrades to receive fill and which are steeper than 5H:1V should be benched to allow for placement of the fill on relatively horizontal surfaces and to key in the new fill into existing soils. The minimum width of the bench, typically 4 to 8-feet, should be sufficient to accommodate construction equipment.

Placement of new embankment fill will cause settlement. These settlements will occur as a result of consolidation of bearing materials upon which the fill is placed, as well as compression of the embankment material. The degree of fill-induced settlement will vary depending on existing overburden thickness and characteristics, new fill type and thickness, moisture content, etc. Fill-induced settlements are estimated to be about ¾ to 1 inch per 10 feet of fill placed. Some of this settlement should occur during fill placement, but additional settlement will likely occur after

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topping out the fill. It is recommended that some form(s) of instrumentation monitoring be performed to observe total and time-rate of fill-induced settlement.

A permanent slope of 3H:1V or flatter is recommended within the stiff overburden and engineered-fill soils at the site. This will also allow the areas to be mowed/maintained.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of buildings and pavements. Although the exposed subgrade may be relatively stable upon initial exposure, unstable subgrade conditions could develop during general construction operations, particularly if the soils are wetted and/or subjected to repetitive construction traffic. The use of light construction equipment would aid in reducing subgrade disturbance. Should unstable subgrade conditions develop, stabilization measures will be required. The appropriate remediation measure(s) will depend on conditions exposed during construction and requires field evaluation.

It is recommended that all exposed earth slopes be immediately seeded upon the completion of earthwork in the area to provide protection against erosion. Seeded slopes should be protected with erosion control mats until the vegetation is established.

Terracon should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation; proof-rolling; placement and compaction of controlled compacted fills; backfilling of excavations into the completed subgrade, and just prior to construction of pavements.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities. Such responsibility shall neither be implied nor inferred.

# **Construction Observation and Testing**

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of vegetation and topsoil, proof-rolling and mitigation of areas delineated by the proof-roll to require mitigation.

Each lift of compacted fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. Each lift of fill should be tested for density and water content at a frequency of at least one test for 5,000 square feet in pavement areas and 2,500 feet in building areas. One density and water content test for every 50 linear feet of compacted utility trench backfill.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the

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continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

# STORMWATER MANAGEMENT

Based on the provided site plan, one new detention basin, up to 6 feet deep, is planned at the east end of the site. It is anticipated that clay soils will be encountered at the proposed detention basin bottom elevation. Based on the short-term groundwater observations made during the drilling of our test borings, we do not anticipate significant seepage within the detention basin excavation. However, seepage could vary seasonally. The civil engineer should determine the dimensions, bearing level, and composition of the retaining wall for correlate to the proposed grading of the detention basin such that the retaining wall is not impacted. We recommend an inclination of no steeper than 5H:1V between the grade at the base of the wall to the bottom of the detention basin. Any fill placed to build the detention basin should consist of cohesive soils and comply with the Compaction Requirements recommendations specified in section Site Preparation.

Ground water springs were observed on the slope above the site. These springs may produce continual water seepage or may be seasonal. A collection system should be established at the toe of the slope to reduce the potential for sheet flow of water over the roadway and/or the saturation of the subgrade.

#### **PAVEMENTS**

#### **Subgrade Preparation**

The subgrade for the pavements will consist of imported fill material as well as native cohesive soils. On most project sites, site grading is accomplished relatively early in the construction phase. Excavations are made to subgrade elevations and fill (as needed) is placed and compacted in a uniform manner. However, as construction proceeds, excavations for utilities and other purposes are made into these areas, rainfall and surface water saturates some areas, heavy traffic from concrete trucks and other delivery vehicles disturbs the subgrade and many surface irregularities are filled in with loose, uncompacted soils to prevent ponding. As a result, the pavement subgrades, initially prepared early in the project, may be unsuitable and should be carefully evaluated as the time for pavement construction approaches.

The native soils include low to high plasticity soils. Where exposed at subgrade level, these soil types are easily disturbed/softened by very few traffic loadings and/or by precipitation and groundwater seepage. These soils may require undercutting and replacement or stabilization prior to paving. We recommend the moisture content and density of the top 8 inches of the subgrade be evaluated and the pavement subgrades (in soil areas) be proof-rolled prior to commencement of paving operations. Areas not in compliance with the required ranges of moisture or density should

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be moisture conditioned and recompacted. Areas where unsuitable conditions are located should be repaired by removing and replacing the materials with properly-compacted fill.

After proof-rolling and repairing subgrade deficiencies, the entire subgrade should be scarified and developed as recommended in Earthwork section of this report to provide a uniform subgrade for pavement construction. If a significant precipitation event occurs after the evaluation or if the surface becomes disturbed, the subgrade should be reviewed by qualified geotechnical personnel immediately prior to paving. The subgrade should be in its finished form at the time of the final review.

# **Design Considerations**

We anticipate that traffic loads will be produced primarily by automobile traffic and some delivery and trash removal trucks. The thickness of pavements subjected to heavy truck traffic should be determined using expected traffic volumes, vehicle types, and vehicle loads and should be in accordance with local, city or county ordinances.

For pavement subgrades prepared in accordance with our recommendations in this report, we recommend a California Bearing Ratio (CBR) value of 3 be used for design of flexible asphalt concrete pavements at the site. CBR testing is recommended during construction to confirm the design value. A modulus of subgrade reaction value of 100 pounds per cubic inch (pci) is recommended for design of rigid concrete pavement sections, if any.

Pavement design methods are intended to provide structural sections with adequate thickness over a particular subgrade such that wheel loads are reduced to a level the subgrade can support. The support characteristics of the subgrade for pavement design do not account for shrink/swell movements of subgrade soils or long-term settlement of undocumented fills left in-place. Thus, the pavement section may be adequate from a structural standpoint, yet still experience cracking and deformation due to shrink/swell/settlement related movement of the subgrade.

Pavement performance is affected by its surroundings. n addition to providing preventive maintenance, the civil engineer should consider the following recommendations in the design and layout of pavements:

- Final grade adjacent to roadways should slope down from pavement edges at a minimum 2%.
- The subgrade and the pavement surface should have a minimum ¼ inch per foot slope to promote proper surface drainage.
- Install pavement drainage surrounding areas anticipated for frequent wetting.
- Install joint sealant and seal cracks immediately.
- Seal all landscaped areas in, or adjacent to pavements to reduce moisture migration to subgrade soils.
- Place compacted, low permeability backfill against the exterior side of curb and gutter.

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 Place curb/gutter directly on clay subgrade soils rather than on unbound granular base course materials.

## **Pavement Drainage**

Effective pavement drainage is important to satisfactory long-term performance of pavements. Pavements should be sloped to provide rapid drainage of surface water. Water allowed to pond on or adjacent to the pavements could saturate the subgrade and contribute to premature pavement deterioration. In addition, the pavement subgrade should be graded to provide positive drainage within the granular base section. Appropriate sub-drainage or connection to a suitable daylight outlet should be provided to remove water from the granular subbase. In our experience, pavement failures are more often caused by poor drainage than inadequate section thickness.

#### **Pavement Maintenance**

Periodic preventive maintenance should be planned and provided for through an on-going pavement management program. Preventive maintenance activities are intended to slow the rate of pavement deterioration, and to preserve the pavement investment. Preventive maintenance consists of both localized maintenance (e.g., crack and joint sealing and patching) and global maintenance (e.g., surface sealing). Preventive maintenance is usually the first priority when implementing a planned pavement maintenance program and provides the highest return on investment for pavements. Prior to implementing any maintenance, additional engineering observation is recommended to determine the type and extent of preventive maintenance. Even with periodic maintenance, some movements and related cracking may still occur and repairs may be required.

## **SLOPE STABILITY**

## **Mechanics of Stability**

Slope stability analyses take into consideration material strength, the orientation of layers, water (piezometric) pressures, surcharge loads, and the slope geometry. Mathematical computations are performed using computer-assisted simulations to calculate a Factor of Safety (FS). Minor changes to slope geometry, surface water flow and/or groundwater levels could result in slope instability. Reasonable FS values are dependent upon the confidence in the parameters utilized in the analyses performed, among other factors related to the project.

### **Geometric Analysis Results**

Slope stability analyses were performed for an upslope-downslope cross-section through Borings B-9 and B-10 (west end of site) and Borings B-1 and B-2 (east end of site). These locations were

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selected due to their proximity to the proposed retaining walls. Historical borings performed by HC Nutting (now Terracon) that were performed in 1967 were also used to determine stratigraphy. Copies of the historical logs are included in the Exploration Results. Surface topography was obtained from the Preliminary Grading Plan (by Abercrombie). Parameters for the analyses were derived from our exploratory borings, experience, and laboratory tests. Stability analyses were conducted using the computer program Slope/W Version 8.16 developed by Geo-Slope International.

Our stability analyses presume that the retaining wall that exists along the south edge of Columbia Parkway has been designed to fully retain the upslope soils and will continue to do so for the life of the project. Analysis of this existing wall is beyond our scope of services.

## **Unstable or Potentially Unstable Slopes**

Based on the results of our field investigation, laboratory testing program, and geotechnical analysis, development of the site is considered feasible from a geotechnical viewpoint provided the conclusions and considerations provided herein are incorporated into the design and construction of the project.

The stability of the slopes at the cross-section locations were analyzed based on the provided topography, proposed grading, soil properties derived from our geotechnical exploration, laboratory test results and our experience with similar soil conditions. Soil and bedrock properties used in the analyses are shown below:

Material	Moist Unit Weight (pcf)	Drained Cohesion (psf)	Drained Friction Angle (degrees)
Fill	120	50	18
Upper Lean Clay	125	50	18
Lower Lean Clay 1	130	200	22
Lower Lean Clay 2	125	100	20
Gray Shale (Bedrock)	Im	penetrable by failure sur	face

The slope stability results are included in the Slope Stability Analyses section of this report. Based on the analyses, the calculated FS for the critical surfaces identified in each section is shown below. These factors of safety indicate a marginally-stable slope which is common for the slopes along Columbia Parkway. The installation of properly designed retaining walls and the placement of fill at the toe of the slope will not negatively impact the stability of the slope. However, the stability of the undisturbed existing slope, upslope of the wall, will continue to have a low FS. At the west end of the site, where the factor of safety is marginal, site grades will be raised, thus providing a buttress to the slope. We recommend that the existing slope not be disturbed, denuded or otherwise manipulated beyond the grading limits as this may create a condition of instability.

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Cross-Section	Minimum Calculated Factor-of-Safety for Slopes
	Circular Failure Surface
Boring B-9 and B-10	1.01
Boring B-1 and B-2	1.14

### Surficial Slope Stability

Surface instability was observed on the slopes to the north of the proposed improvements during our site visits. These consisted of shallow surface sloughing and groundwater seepage. Minor areas of erosion by surface runoff were observed. Surficial slope instability typically impacts the upper 2 to 3 feet +/- of the subsurface profile, predominantly during extended wet periods. Regular maintenance should be anticipated to identify and address changes in natural drainage patterns, creating potential for soil creep or erosion near the project. No new source of water onto the slope, such as irrigation of lawns or landscaping, should be created by the new development.

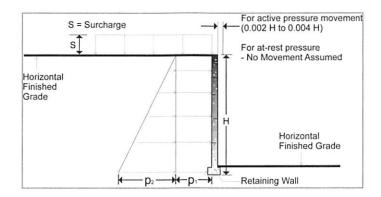
### LATERAL EARTH PRESSURES

## **Design Parameters**

Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. For preliminary retaining wall designs, the following table of parameters has been provided. Final design values will depend upon the wall system to be used. The final design parameters will be established by the design engineer in consultation with Terracon. Two wall restraint conditions are shown in the diagram below. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement and is commonly used walls restrained at the top. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls (unless stated).

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	Lateral Ear	th Pressure Design	Parameters	
Earth Pressure	Coefficient for	Surcharge Pressure 3, 4	Effective Fluid P	ressures (psf) <sup>2, 4</sup>
Condition <sup>1</sup> Backfill Type <sup>2</sup>		p <sub>1</sub> (psf)	Unsaturated <sup>5</sup>	Submerged <sup>5</sup>
Active (Ka)	0.41	(0.41)S	(50)H	(85)H
At-Rest (Ko)	0.58	(0.58)S	(70)H	(95)H
Passive (Kp)	2.46		(295)H	(205)H

- 1. For active earth pressure, wall must rotate about base, with top lateral movements 0.002 H to 0.004 H, where H is wall height. For passive earth pressure, wall must move horizontally to mobilize resistance.
- 2. Uniform, horizontal backfill, rendering a maximum unit weight of 120 pcf.
- 3. Uniform surcharge, where S is surcharge pressure.
- No safety factor is included in these values.
- 5. "Submerged" conditions are recommended when drainage behind walls is not incorporated into the design.

### GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the

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absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

# **FIGURES**

**Contents:** 

GeoModel

Longitudinal & Cross Section Fences (6 pages)

GEOTECHNICAL MODEL
Walworth Avonue Development 
Cincinnati, OH
5/23/2019 
Terracon Project No. N1185144

40 35 30 4 2 8 8 | M | M | 4 0 2 0 1 0 1 15 - 21 35 36 35 70 -7 72 70 -B-7 5 - 1 B-11 520-15 - 2 490-470-480-

ELEVATION (MSL) (feet)

Interbedded Shale or Limestone 1		ed, extremely	
Interbedded Limestone and Shale 1	General Description	Shale: brown/ brown with gray, highly weathered, extremely weak	Unresone: gray, serving Shale: gray, very weak to weak Limestone: gray, strong
Sifty Clay	Termed	SHALE AND LIMESTONE	SHALE AND LIMESTONE
te Base Clayey Gravel	Model Layer	9	7
Interbodded Base Reclayer Gravel Shale Shale Base Reclayer Gravel Shale Shale	escription	ers, brick and rock	sand, olive brown/brown,

Lean Clay/Fat Clay

Concrete

Lean Clay

Topsoil

Model Layer	Termed	General Description
-	FL	grave/ lean to fat clay, with cinders, brick and rock fragements, concrete and coal
2	LEAN TO FAT CLAY	trace limestone fragments and sand, olive brown/brown, medium stiff to hard
9	SILTY CLAY	brown and gray, medium stiff to stiff
4	(Colluvium)	with shale and limestone fragments, olive gray/brown, medium stiff to hard
2	(Residuum)	with limestone fragments, olive gray/brown, hard

LECEND

\$\frac{\text{LECEND}}{\text{Times}}\$ Groundwater leve
\$\frac{\text{Spinitoral Change}}{\text{Spinitoral Change}}\$

\$\frac{\text{Times}}{\text{Times}}\$ Final Water Observation

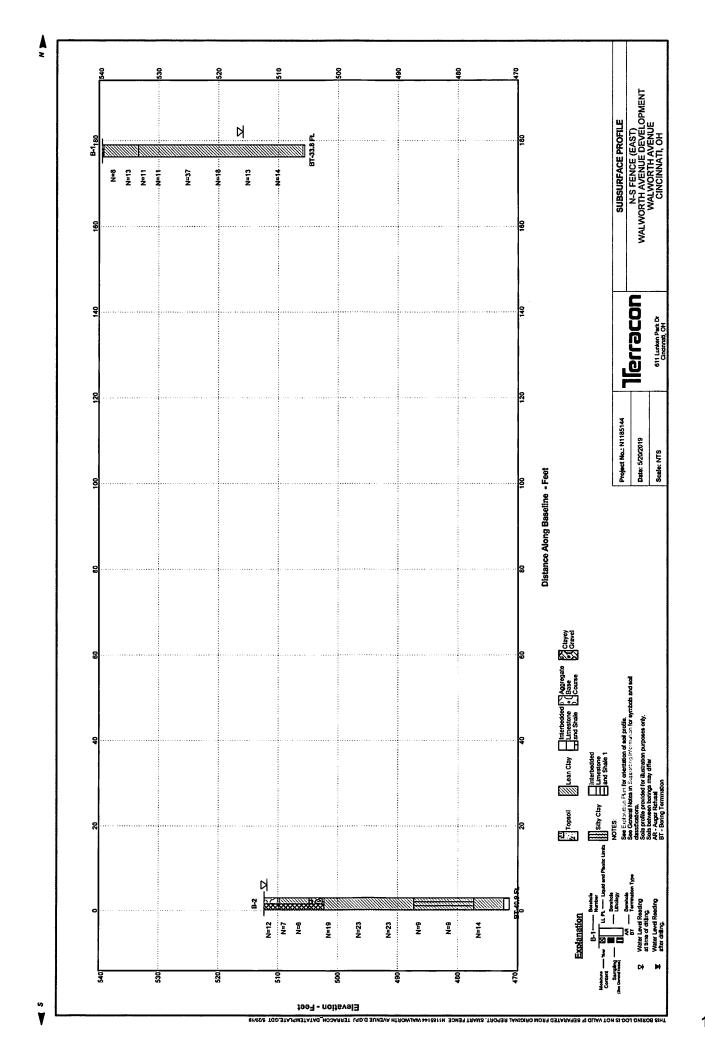
\$\frac{\text{Times}}{\text{Times}}\$ Water levels show

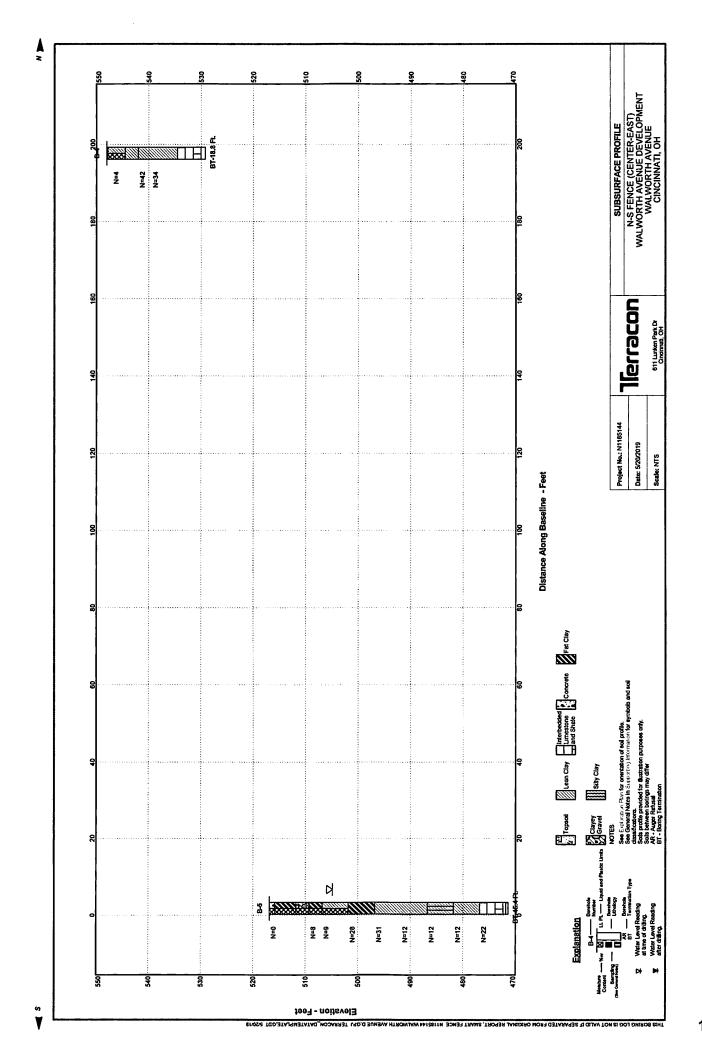
Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time.
Where levels shown are as measured during and/or after chilling in some cases, boring advancement methods.

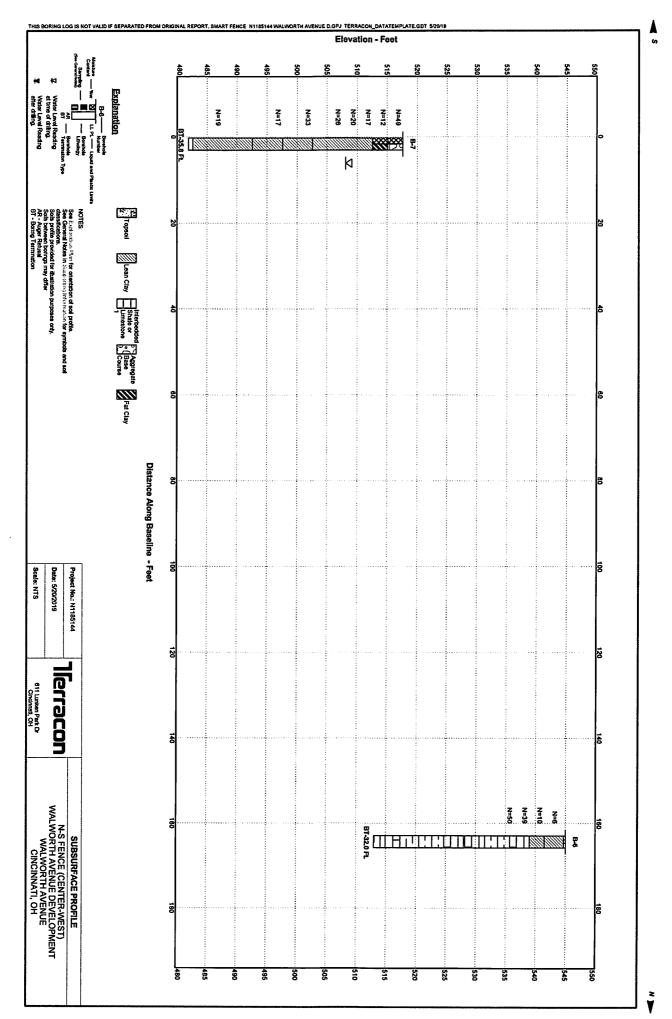
Water levels shown are as measured during and/or after drilling, in some cases, boring advancement methods mask the presence/absence of groundwater. See individual togs for details.

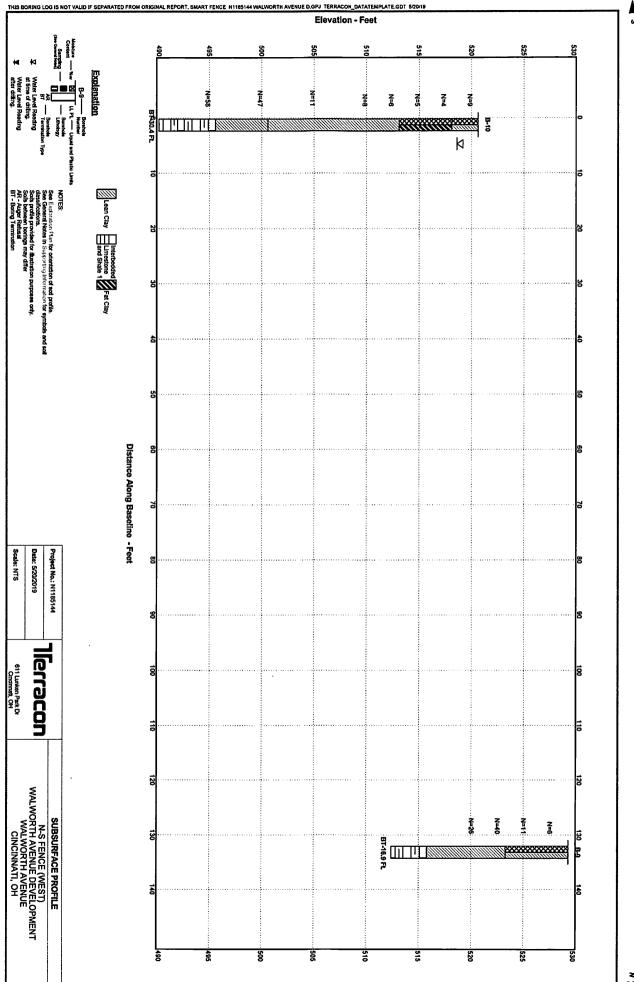
NOTES.
See boring logs for more detailed condutors specific to each boring.
Geokhodel provided for illiastration purposes only. Actual subsurface condutions between boxings will vary.
Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface regimening for this project.
Numbers adjacent to said column naticate depth below ground surface.

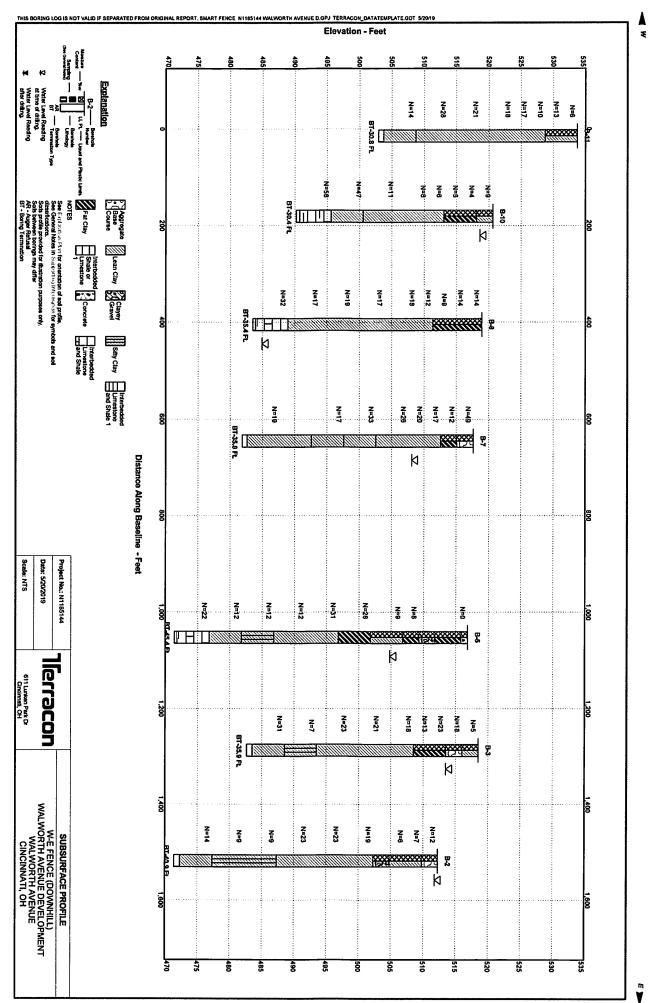
1051

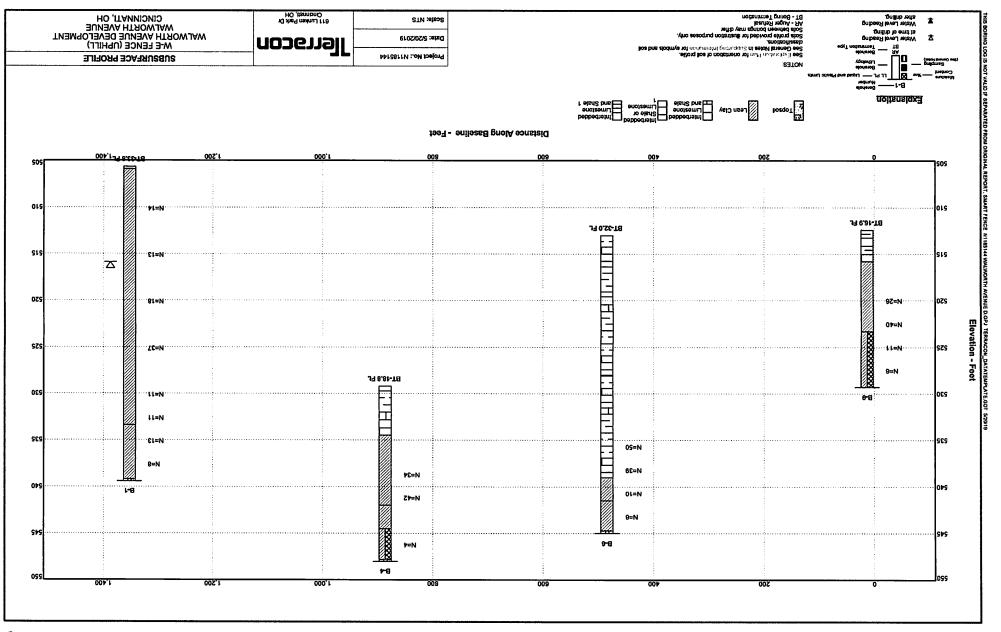












# **STNEMHOATTA**

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## **EXPLORATION AND TESTING PROCEDURES**

## **Field Exploration**

Number of Borings	Boring Depth (feet)	Planned Location
3	16.9 to 33.8	Northern slope (Cincinnati Parks Property)
6	30.4 to 45.4	Within limits of development area
1	16.9	Cul-de-sac
1	30.8	Western detention basin

**Boring Layout and Elevations:** Terracon personnel provided the boring layout. Coordinates were obtained with a handheld GPS unit (estimated horizontal and vertical accuracy of about ±1 feet).

Subsurface Exploration Procedures: We advanced the borings with a track-mounted rotary drill rig using continuous hollow-stem flight augers. Generally, four samples were obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. In the split-barrel sampling procedure, a standard 2-inch outer-diameter split-barrel sampling spoon was driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. We observed and recorded groundwater levels during drilling and sampling. All borings were backfilled with auger cuttings after their completion. Upon encountering bedrock, a sample was typically collected by over-driving the split-spoon sampler. At Boring B-6, about 15-feet of rock coring using a NQ rock core barrel was performed.

The sampling depths, penetration distances, and other sampling information was recorded on the field boring logs. The samples were placed in appropriate containers and taken to our soil laboratory for testing and classification by a Geotechnical Engineer. Our exploration team prepared field boring logs as part of the drilling operations. These field logs included visual classifications of the materials encountered during drilling and our interpretation of the subsurface conditions between samples. Final boring logs were prepared from the field logs. The final boring logs represent the Geotechnical Engineer's interpretation of the field logs and include modifications based on observations and tests of the samples in our laboratory.

### **Laboratory Testing**

The project engineer reviewed the field data and assigned laboratory tests to understand the engineering properties of the various soil and rock strata, as necessary, for this project.

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Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods were applied because of local practice or professional judgment. Standards noted below include reference to other, related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture)
   Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D7263 Standard Test Methods for laboratory Determination of Density (Unit Weight) of Soil Specimens

The laboratory testing program included examination of soil samples by an engineer. Based on the material's texture and plasticity, we described and classified the soil samples in accordance with the Unified Soil Classification System. Rock classification was conducted using locally-accepted practices for engineering purposes. Boring log rock classification was determined using the attached Description of Rock Properties.

# SITE LOCATION AND EXPLORATION PLANS

## **Contents:**

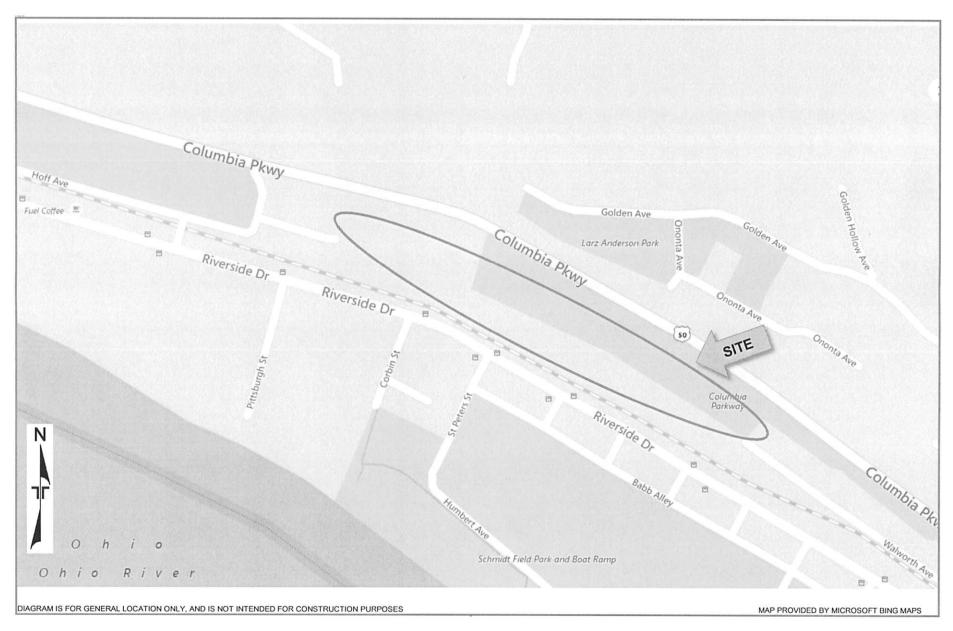
Site Location Plan Exploration Plan

Note: All attachments are one page unless noted above.

### SITE LOCATION

Walworth Avenue Development ■ Cincinnati, Hamilton County, Ohio May 23, 2019 ■ Terracon Project No. N1195144





## **EXPLORATION PLAN**

Walworth Avenue Development ■ Cincinnati, Hamilton County, Ohio May 23, 2019 ■ Terracon Project No. N1195144





DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

# **ЕХР**LО**RATION RESULTS**

# :stnetno2

Boring Logs (B-1 through B-11) Historical Boring Logs (6 pages)

Note: All attachments are one page unless noted above.

P. Pattison	Unller: I		:: N1182144	Drill Rig: C	0 84		ark D	d nex	F11 Luni Cincir			er drilling	bserved at 18° afte	Water o	-	Δ
		010	17-6Z-20-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0-Σ0		u	J.		٢	JJ(	JII		gnillinb gninu	bserved at 23.5° d	Water o	-	$\triangle$
Completed: 04-29-2019	) pupo8	610	14ed: 04-29-20	et2 prino8								SNOITAVA	EK LEVEL OBSE	TAW		
					lo noile	nslqx	for ex			See Supporting should show the same should be supported by the same of the sam	·uc	nbou completic	thod:	ment Me g backfille	nobn	iedA 98
				:sətoN	se for a	h bioc	(ioibi	Igno	neld and	See Exploration of used and add		ştem Augers	thod: nuous-Flight Hollow-S rel Sampler	ment Me itoo Conti Split-Bai	<b>1-97</b>	3.
		natic	Type: Auton	Hamme						y be gradual.	e transition ma	nate. In-situ, th	tion lines are approxin	Stratifica		_
	_	(AH)	1 1	=13	N		/		-97					1//		
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18		(HP)	1 1	11=	N	100	$\bigvee$		-01							
0,		+6.4	] ]	g-9-	t '	100	$\triangle$		_							
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1		(AH)		111		23	V		F	) th	lgil dłiw nwo nuivulloO) b	nts, olive br y stiff to har	limestone fragme gray mottling, ver			
	_	+5.4		9-9-	٤	_	$\triangle$		L	3.663	bns srisr	trace root l	LEAN CLAY (CL)	0.8		
						_			_ g	-0.5 5.50						
72				1-13		39	X									
	-			/		$\dashv$	_\									2
		( )	-	0-1		_										
		3.5 (9H)		<del>2-4-4</del>		11	X				e prown,	gments, oliv	and limestone fra medium stiff to ve			
			1 1							6EG	el, root hairs	, trace grave	TOPSOIL (2 INCE	V-0///		
2 0	80					7,	S	OE <		(LJA) NOITA		1931		DEb.	200	-
CONTENT (%)  DRY UNIT  WEIGHT (pcf)	COMPRESSIVE STRENGTH (tsf)	LABORATORY HP (tsf)	<sub>R</sub>	RESULTS		RECOVERY ()	SAMPLE TYPE	WATER LEVEL OBSERVATIONS	DEP1	(.17) 4.6£2 ::	Surface Elev			LOC	RAP	MODEL LAYER
HT (p)	GTH	(tsf)	RQD%	STLES		VER)	ΕTY	VATIC	DEPTH (Ft.)		:23.	8244.48- :ebuti	ude: 39.120519° Long	Latitu	HIC.	LLA
TIMIJ & %	(tsf)	ë R		u, 4		0	)PE	SNC JEL	5			ation Plan	solqx3 ee8 NOITA	гос	200	YER
											2 2000 244		Walworth A Cincinnati,	:=	3TI:	s
		י דדכ	) Nelopers	end De innati, C	tast : Cinc	TN:	317:	<u>,</u>		11	velopmer	ad aunav	A dhowlsW:	LOECI	אכ	Ч
Page 1 of 2				Section 1988					-	BORIN						_

		BORI	NG I	LO	G	NC	). B-1				F	Page :	2 of 2	
F	ROJ	ECT: Walworth Avenue Development		T	CLIE	NT:	East End De Cincinnati, C	velopers	LLC			<u> </u>		
8	SITE:	Walworth Avenue Cincinnati, OH												
AYER	907	LOCATION See Exploration Plan	Ft.	VEL	YPE	۲۲ ()	TS S		ORY )	NED SIVE 1 ((sf)	۶ (%)	IT pd)	ATTERBER LIMITS	
MODEL LAYER	GRAPHIC LOG	Latitude: 39.120519* Longitude: -84.445853*  Surface Elev.: 539.4 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (Ist)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LL-PL-PI	
		DEPTH ELEVATION (Ft.)  LEAN CLAY (CL), trace root hairs and limestone fragments, clive brown with light gray mottling, hard (Colluvium) (continued)	-											
4			-		X	0	1-3-11 N=14							
01.7 0/22/19			30-					j, i						
		33.5 506.3 33.8 INTERBEDDED SHALE AND 505.5	_		×	100	50/3"				15			
Ag 3.2. Ag B Ag 3.2. Ag 3.2. Ag B Ag 3.2.		LIMESTONE Shale: gray, very weak Limestone: gray, strong Boring Terminated at 33.75 Feet												
SO INTERNOL														
מבור וו														
						į								
	Str	atification lines are approximate. In-situ, the transition may be gradual					Hammer	Type: Autor	natic					
Adv	.25-inch	nt Method: Continuous-Flight Hollow-Stern Augers description used and ac	of field an	ıd labo	ratory									
Aba	ndonme	sint-barrer Sampler used and accommodate and a	ting Inforr	nation	for ex	planai	tion of							
		WATER LEVEL OBSERVATIONS					Boring Star	ted: 04-29-20	019	Boring	g Comp	leted: 0	4-29-2019	
$\frac{1}{2}$		ater observed at 23.5' during drilling ater observed at 18' after drilling					Drill Rig: G	eoprobe		Driller	r. P. Pa	ttison		
			Boring Started: 04-29-201 Drill Rig: Geoprobe  B11 Lunken Park Dr Cincinnati, OH Project No.: N1185144											

		BORI	NG I	LO	G	NO	. B-2				F	Page 1	1 of 2
Γ	PROJ	ECT: Walworth Avenue Development		C	LIE	NT:	East End Dev Cincinnati, O	/elopers	LLC				
	SITE:	Walworth Avenue Cincinnati, OH					Ciricimiau, O	<b>'</b> ''					
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 39.120084* Longitude: -84.446125* Surface Elev.: 512.3 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERBERG LIMITS LL-PL-PI
ŀ	<b>X</b> ,	DEPTH ELEVATION (Ft.) FILL - GRAVEL, black and gray	  -	V	X	67	4-6-6 N=12			•			
		2.5 510  FILL - LEAN CLAY, trace sand, petroleum odor and bedding planes, brown with dark brown	_      -		X	67	3-3-4 N=7						
1 5/22/19			5-		X	100	3-2-4 N=6						
10DELLAYER.GP		7.5 508 FILL - CLAYEY GRAVEL, black and gray	-         		X	11	7-10-50/3"						
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL N1185144 WALWORTH AVENUE D.GPJ MODELLAYER.GPJ 5/22/19		10.0 502.5  LEAN CLAY (CL), trace iron oxide stains, with shale and limestone fragments, brown and gray, very stiff to hard	10- - -		X	100	7-8-11 N=19		4.5+ (HP)	:			
144 WALWORTH			- 15-										
NO WELL N118			-		X	100	13-10-13 N=23	į	4.5+ (HP)				
EO SMART LOG			20-				9.40.42						
SINAL REPORT. 0			-   -		X	100	8-10-13 N=23						
ED FROM ORI		<u>25.0</u> 487.5	- 25-										
PARATE	Str	atification lines are approximate. In-situ, the transition may be gradual					Hammer	Type: Autor	natic				
VALID IF SE	3.25-inch	ant Method: n Continuous-Flight Hollow-Stem Augers olit-Barrel Sampler  See Explora description used and ac See Suppor	of field an Iditional d	d labo lata (If	ratory any).	proce	dures						
G IS NOT		ent Method: symbols and ackfilled with auger cuttings upon completion.				wiaild	30(1 V)						
		WATER LEVEL OBSERVATIONS	200			_	Boring Star	ted: 03-26-26	019	Borin	g Comp	oleted: (	3-26-2019
		ater observed at 0.5' during drilling ater observed at 0.5' after drilling	2 <b>6</b> 11 Lui	nken P	ark D					Drille	r: A. Mo	oore	
<b>Ĕ</b> [			Cinc	innati,	ОН		Project No.	: N1185144					

		BORIN	NG I	_								F	Page 2	2 of 2
PRO	JECT: Walworth Avenue Developme	ent		c	LIE	NT:	East I	End Dev nnati, C	velopers )H	LLC	;			
SITE	: Walworth Avenue Cincinnati, OH													
MODEL LAYER GRAPHIC LOG	DEPTH ELE	ev.: 512.3 (Ft.) EVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST	RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERB LIMIT LL-PL
	SILTY CLAY (CL), trace gravel, brown t gray, medium stiff to stiff	0	-		X	100		4-5 =9		1.25 (HP)		24		
3			30-	÷	X	100		4-5 =9		1.0 (HP)		23		
2	35.0  LEAN CLAY (CL), with limestone fragments, brown with gray, stiff	477.5	35— -		X	100		7-7 =14		1.5 (HP)		26		
7	INTERBEDDED SHALE AND LIMESTONE Shale: gray, very weak Limestone: gray, strong Boring Terminated at 40.9 Feet	472.5	40		X	56	22-{	50/5"						
	Stratification lines are approximate. In-situ, the transition n	nay be gradual.						Hammer	Type: Auto	matic				
3.25-in 2-inch	ment Method: ich Continuous-Flight Hollow-Stem Augers Split-Barrel Sampler	See Explorat description o used and add	f field and ditional di ing Inform	d labo ata (If nation	ratory any). for ex	proced	dures	Notes:						
	ment Method: backfilled with auger cuttings upon completion.	symbols and	apprevia	uons,										
$\nabla$	WATER LEVEL OBSERVATIONS  Water observed at 0.5' during drilling  Water observed at 0.5' after drilling	76	2	5				Boring Star	rted: 03-26-2	2019	_	g Comp		3-26-20

			ВС	ORIN	1G I	LO	G	NC	). B-3				F	Page	1 of 2
	PI	ROJI	ECT: Walworth Avenue Development			1	CLIE	ENT:	East End Cincinnat	Developers i. OH	LLC				
	SI	ITE:	Walworth Avenue Cincinnati, OH												
I	流	8	LOCATION See Exploration Plan		3	A SE	Ä	ç Ç	F		אַ	3 kg	(%)	<sub>⊢</sub> ह	ATTERBERG LIMITS
	MODEL LAYER	GRAPHIC LOG	Latitude: 39.120455* Longitude: -84.446795*  Surface Elev.: 518	8.5 (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (Ist)	COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LL-PL-PI
-	_	XX//	DEPTH ELEVATION FILL - LEAN CLAY, with root hairs and	ON (Ft.)		> ō	S	-			-   -	NO N			
	S S S S S S S S S S S S S S S S S S S		coal, brown with gray		_		X	67	2-2-3 N=5						
	P	<b>*</b> ***********************************	2.5 FILL - GRAVEL, with coal, black	516	_			100	7-9-9						
	NA CALL		5.0	513.5				100	N=18	_					
	1 8		FILL - FAT CLAY, with black sand veins and limestone fragments, brown and gray		5-		X	67	19-18-5 N=23						52-24-28
	8	M			-										
	Δοοσι				   		X	100	16-6-7 N=13						
-	-		10.0 <u>LEAN CLAY (CL)</u> , with shale and	508.5	10-			$\vdash$	7-9-9		4.0				
			limestone fragments, trace fossils, brown with gray, very stiff to hard		_		X	100	7-9-9 N=18		4.0 (HP)		19		
					-										
	ľ														
					- 15 <del>-</del>										
			- with iron oxide concretions @ 15' to 25'				X	100	6-9-12 N=21		4.5+ (HP)		17	98	
					-										
	2				-										
					_										
					20-		$\nabla$	100	6-9-14		4.5+				
					_ _			100	N=23	_	(HP)				
					-   -										
1	1		25.0	493.5	25-										
		Str	ratification lines are approximate. In-situ, the transition may be o	gradual.				·	Han	nmer Type: Auto	matic		·		
7	3.2	25-inch	Continuous-Flight Hollow-Stem Augers Idesc	Explorati	ion and i	Testin	ng Pro	cedure	es for a Note	es:					
L	2-i	лсh Sp	used Sampler Used	d and add Supportin	ditional d ing Inforr	l <b>ata (I</b> I natior	f any) n for e	•							
[			ent Method: symt ackfilled with auger cuttings upon completion.	nbols and	abbrevia	ations									
F	$\nabla$		WATER LEVEL OBSERVATIONS ater observed at 5' during drilling	16					Boring	Started: 03-26-2	019	Borin	g Comp	oleted:	03-27-2019
F	<u>~</u>		o water observed after drilling	HE	611 Lui				Drill R	lig: D-90		Drille	r: A. M	oore	
1						innati.		,	Projec	a No.: N1185144					

		BORII	NG I									F	Page 2 of 2		
PRO	OJECT: Walworth Avenue Developme	ent		C	LIE	NT:	East E	End Dev nnati, C	velopers )H	LLC	;				
SIT	E: Walworth Avenue Cincinnati, OH														
AYER :	LOCATION See Exploration Plan		(Ft.)	EVEL	TYPE	RY ()	EST	TS	· ·	TORY f)	INED SSIVE H (tsf)	T.(%)	(pd)	ATTERB LIMIT	
MODEL LAYER	<b>U</b> 1	ev.: 518.5 (Ft.) EVATION (Ft.)	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD T	RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tst)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LL-PL	
	SILTY CLAY (CL-ML), with iron oxide concretions, reddish brown, medium st stiff		_		X	100		4-3 =7		1.5 (HP)		20			
3.			-   -												
	30.0  LEAN CLAY (CL), with limestone fragments, gray trace brown, hard	488.5	30-	<u> </u> 	$\bigvee$	100	4-1	7-14				10			
2			-   -				N=	<del>-</del> 31							
7	35.0 INTERBEDDED SHALE AND 35.9 LIMESTONE	483.5 482.5	] ວວ_		X	67	35-5	50/5"							
	Shale: gray, very weak Limestone: gray, strong Boring Terminated at 35.9 Feet														
	Stratification lines are approximate. In-situ, the transition i	may be gradual.						Hammer	Type: Auto	matic					
3.25-	ement Method: Inch Continuous-Fiight Hollow-Stem Augers In Split-Barrel Sampler	See Explora description o used and ad	of field an	d labo	ratory	proce	s for a	Notes:							
	onment Method: ng backfilled with auger cuttings upon completion.	See Support symbols and	ing Inforr	nation	for ex		tion of								
	WATER LEVEL OBSERVATIONS	7						Boring Star	rted: 03-26-2	019	Borin	g Comp	oleted: 0	3-27-20	
	Water observed at 5' during drilling  No water observed after drilling	<b>  7</b> [6	2 <b>7</b> 1	5				Drill Rig: D	-90	-	Drille	er: A. Mo	oore		
			611 Lur		ark D		ŀ	Project No.	.: N1185144		1				

P	ROJ	BORI  ECT: Walworth Avenue Development	NG	_				evelopers	LLC	:	F	Page	1 of 1
	ITE:			┩`			East End De Cincinnati,	OH		00.			
3	II E.	Walworth Avenue Cincinnati, OH											
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.12122° Longitude: -84.447241°  Approximate Surface Elev.: 548 (Ft.) +/-  DEPTH ELEVATION (Ft.)		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERB LIMIT
1		O.2 \(\sumbox{TOPSOIL (2 INCHES)}\)  FILL - LEAN CLAY, trace root hairs, limestone fragments and silt lenses, olive brown  3.5	-		X	53	0-1-3 N=4	_	4.0 (HP)				
4		LEAN CLAY (CL), with limestone fragments and silt lenses, olive brown, very stiff to hard (Colluvium)  6.0 542+/	5-		X	100	10-50/2"		4.0 (HP)		19		
		LEAN CLAY, with limestone fragments, brown, hard (Residuum)	-		X	100	13-16-26 N=42	-			14		
5			10-		X	100	10-14-20 N=34	_			15		
7		13.5 534.5+/  INTERBEDDED SHALE AND LIMESTONE Shale: gray, very weak Limestone: gray, strong	15-		×	33 ,	50/3"				8		
		Boring Terminated at 18.8 Feet			X	100	50/4"				7		
3.2 2-i	anceme 25-inch inch Sp	ratification lines are approximate. In-situ, the transition may be gradual.  ent Method: Continuous-Flight Hollow-Stem Augers Jilt-Barrel Sampler  ent Method: See Support symbols and	ition and of field ar Iditional o	id labo lata (If	ratory any).	proce	s for a Notes:	er Type: Auto	matic				
	No	WATER LEVEL OBSERVATIONS	<b>2</b> [1	-	-	-		arted: 05-01-2 Geoprobe	019		g Comp er: P. Pa		5-01-20

PR	OJE	ECT: Walworth Avenue Development		$\Box$	CLIE	NT:	East End De Cincinnati, (	velopers	s LLC	;	•	agc	1 of 2
SIT	E:	Walworth Avenue Cincinnati, OH					Cincinnati, (	)H					
<u>a</u> (	<sub>0</sub>	LOCATION See Exploration Plan	Τ-	 	ш			Ι	Γ.	- 116			ATTERB LIMIT
MODEL LAYER	GRAPHIC LOG	Latitude: 39.120735* Longitude: -84.447539*	F.	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	EST .TS	8	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (IST)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LIMIT
	Ĕ.	California	OEPTH (Ft.)		Ⅱ	SOVE	FIELD TEST RESULTS	RQD%	8 <del>6</del> 8 8	N S S S S S S S S S S S S S S S S S S S	NE N	[ [ [ ]	LL-PL
Q I	- 1	Surface Elev.: 516.8 (Ft.)	1	WAT	SAM	RE(	ᇤ∝		🔻	S S S	2	≏⊮	
×	ام	DEPTH ELEVATION (Ft.) FILL - CONCRETE		_	$ \wedge $	-	0-0-0						
		1.0 510 FILL - FAT CLAY, with limestone	-	1		56	N=0	_					
		fragments, trace roots, black and brown	-	-									
×			-	-	$\boxtimes$	33	3-50/2"	]					
×	$\mathscr{U}$		-	-									
		5.0 512	5 -			Ļ	PA (48)	_					
×		FILL - CLAYEY GRAVEL, with limestone fragments, gray and black	_		1	6	50/1"	1					
×				V	1								
1 🔉		7.5 509.5 FILL - FAT CLAY, with roots, limestone	<u> </u>		<u></u>								
		fragments, petroleum odor and wood chips,	-	1	ΙX	100	5-4-4 N=8						1
8		black and brown	-	1				1					
		10.0 507 FILL - LEAN CLAY, with petroleum odor,	10-	1	k7		226	-					
×		dark gray with black	-	-	IX	100	3-3-6 N=9				46		
×			-	V	.[`	_		1					
			_	]									
×													
		15.0 502											
		FAT CLAY (CH), with shale and limestone fragments, brown with gray, very stiff	15-	1	$\nabla$	100	10-11-17	1	4.25				63-25
		nagments, brown with gray, very still	-	1		100	N=28	1	(HP)				03-23
			-	┪	ļ								
			-	┨									
			-	1				İ					
2		20.0 497	20-	1	L-,								
		LEAN CLAY (CL), with iron oxide concretions, reddish brown with gray, stiff to	_	1	lΧ	100	8-14-17 N=31		3.5 (HP)				
		very stiff	1 _					1	, ,				
				1									
			_	1									
				1									
	7///		25					<u> </u>					
	Stra	tification lines are approximate. In-situ, the transition may be gradual	•				Hamme	r Type: Auto	matic				
		nt Method: See Explora Continuous-Flight Hollow-Stern Augers description	tion and	Testin	g Pro	cedure	s for a Notes:						
2-inc	h Spi	Continuous-Flight Hollow-Stern Augers it-Barrel Sampler description used and ad					cures						
		See Suppor symbols and	ting Information	mation ations.	for e	xplana	tion of						
		ckfilled with auger cuttings upon completion.											
		VATER LEVEL OBSERVATIONS					Boring Sta	rted: 03-26-2	2019	Borin	g Com	oleted: (	3-26-20
		to a characteristic to 4.00 about a contribution			_	_			· · <del>·</del>	1-2	J		
$\nabla$		ter observed at 12' during drilling ter observed at 7' after drilling	20				Drill Rig: 0	D-90		Drille	r: A. Me	DOLO	

PRO	JECT: Walworth Avenue Developme	BORIN ent		_			East End D Cincinnati,	evelopers	s LLC	;		age 2	2 of 2
SITE	: Walworth Avenue Cincinnati, OH						Ciriciniau,	On					
MODEL LAYER GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.120735° Longitude: -84.447539°  Surface El  DEPTH EL  LEAN CLAY (CL), with iron oxide	ev.: 516.8 (Ft.) EVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (1sf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERB LIMIT
2	concretions, reddish brown with gray, s very stiff (continued)	487	30—		$\triangle$	100	N=12		(HP)				
3	SILTY CLAY (CL-ML), with limestone fragments, brown, medium stiff				X	100	6-5-7 N=12		0.5 (HP)				
2	LEAN CLAY, with silt lenses, limestone fragments and iron oxide stains, brown stiff	, very	35— — — —		X	100	5-4-8 N=12						
6	INTERBEDDED SHALE AND LIMESTONE Shale: brown and gray, very weak Limestone: gray, strong	477	40-		X	100	6-6-16 N=22						
7	45.0  45.4  INTERBEDDED SHALE AND LIMESTONE Shale: gray, very weak Limestone: gray, strong Boring Terminated at 45.4 Feet	472 471.5	45-		×	28	50/5"						
S	Stratification lines are approximate. In-situ, the transition r	may be gradual.					Hamn	ner Type: Auto	matic				
3.25-inch s	ment Method: ch Continuous-Flight Hollow-Stem Augers Split-Barrel Sampler  ment Method: backfilled with auger cuttings upon completion.	See Exploration of used and add  See Supporting symbols and a	field and itional da ng Inform	d labo ata (If nation	any).	proce	dures						
$\nabla v$	WATER LEVEL OBSERVATIONS Water observed at 12' during drilling	75	266				Boring S	started: 03-26-2	2019	Borin	ig Comp	pleted: 0	)3-26-20°

		BORI	NG		-						F	Page	1 of 2
PI	ROJI	ECT: Walworth Avenue Development		(	CLIE	NT:	East End De Cincinnati, C	velopers DH	s LLC	;			
S	ITE:	Walworth Avenue Cincinnati, OH											
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.121678° Longitude: -84.448529°  Approximate Surface Elev.: 545 (Ft.) +/-  DEPTH ELEVATION (Ft.)  0.3—TOPSOIL (4 INCHES) 544.5+	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tst)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERBE LIMITS
		LEAN CLAY (CL), trace root hairs and limestone fragments, olive brown with light gray mottling, medium stiff	] -    -		X	89	1-2-4 N=6		1.0 (HP)				
2		3.5  LEAN CLAY (CL), trace root hairs, olive brown with light gray mottling, very stiff	5-	-	X	100	5-4-6 N=10		3.75 (HP)				
		6.0 539+  INTERBEDDED SHALE AND  LIMESTONE  Shale: brown with gray, highly weathered, extremely weak Limestone: gray, strong	-	-	X	53	12-16-23 N=39	-			11		
6			10-		X	100	11-18-32 N=50				12		
		13.5 531.5+  INTERBEDDED SHALE AND  LIMESTONE  Shale: gray, very weak  Limestone: gray, strong	- - 15-		X	90	22-50/3"				6		
		17.0 528+,  INTERBEDDED SHALE AND  LIMESTONE	-	-	X	90	30-43-50/3"		-		14		
7		Shale (61%): gray, slightly weathered, laminated, weak Limestone (39%): gray, slightly weathered, fossiliferous with iron staining, strong - vertical fracture in limestone layer at 17.7'	20-			83		43					
-			- - 25-			25		0					
		atification lines are approximate. In-situ, the transition may be gradua					Hamme	r Type: Auto	matic				
3.2 2-i ban	25-inch nch Sp donme	nt Method: Continuous-Flight Hollow-Stem Augers lit-Barrel Sampler  ant Method: chfilled with auger cuttings upon completion.  See Explor description used and a See Supposymbols and a See Supposymbols and a symbols and a symbol	of field ar iditional of ting Infor	nd labo data (If mation	f any).	y proce	dures						
	No	WATER LEVEL OBSERVATIONS water observed during drilling water observed after drilling	2[	72		:0	Boring Sta	rted: 04-30-2	2019		g Comp		14-30-20

		BORI	NG	LO	G	NC	). B-6				F	Page 2	2 of 2
P	ROJ	ECT: Walworth Avenue Development		9	CLIE	NT:	East End De Cincinnati, 0	velopers DH	LLC				
S	ITE:	Walworth Avenue Cincinnati, OH					•						
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.121678° Longitude: -84.448529°  Approximate Surface Elev.: 545 (Ft.) +/		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERBERG LIMITS
77713		DEPTH ELEVATION (Ft.  INTERBEDDED SHALE AND LIMESTONE Shale (61%): gray, slightly weathered, laminated, weak Limestone (39%): gray, slightly weathered, fossiliferous with iron staining, strong (continued) - extremely weak shale at 27.8'	30-			100		50					
INIS BORNOS LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. N1185144 WALWORTH AVENUE D.GPJ MODELLAYER.GPJ 5/22/19		32.0 5134  Boring Terminated at 32 Feet	<u>/-</u>										
S BORNG LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT, OR 18 PROPERTY OF 18	anceme 25-inch inch Sp ndonme oring ba	atification lines are approximate. In-situ, the transition may be graduated at the transition lines are approximate. In-situ, the transition may be graduated at the transition may be graduate	ation and of field ar dditional o	nd laborated laborations	f any) for e	y proces	Notes: Notes:	er Type: Autor		_	g Comp		04-30-2019

			BOR	ING	L	0	G	NC	). B-7				F	Page	1 of 2
	P	ROJ	ECT: Walworth Avenue Development			С	LIE	NT:	East End De	velopers	LLC				
ľ	S	ITE:	Walworth Avenue Cincinnati, OH	_											
ſ	ÆR	90	LOCATION See Exploration Plan	٠	ū	SNS	PE	٥.	E.,		RY	(§ VE	(%)	្ត	ATTERBERG LIMITS
	MODEL LAYER	GRAPHIC LOG	Latitude: 39.121281* Longitude: -84.448792*  Surface Elev.: 517.6 (Ft	DEPTH (Ft.)	ATER I EV	OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (IST)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LL-PL-PI
	ž	ō	DEPTH ELEVATION (Ft	1	3	88	SA	32	ц.		5	50E	ŏ	\$	
		<b>%</b>	FILL - SANDY GRAVEL, with cinders and coal, black to dark gray		-		X	100	4-4-45 N=49	_	1				
ļ	1		2.5 5 FILL - FAT CLAY, with cinders, coal and	<u>15</u>	1					1					
İ			limestone fragments, brown and gray		1		X	100	5-7-5 N=12				29		
<u>.</u>			5.0 512 <u>LEAN CLAY (CL)</u> , silt lenses,	5	-	-	abla		5-7-10	1					
GPJ 5/22/			shale/limestone fragments and iron oxide concretions, brown, very stiff to hard		1		Δ	100	N=17				24		
AYER.					1		$\nabla$	100	7-10-10				22		
MODELL					<u> </u>		Δ	100	N=20				23		
UE D.GPJ				10	1		X	100	8-11-15 N=26				21		49-22-27
RTH AVEN	:														
MALWO					4										
35144	2		15.0 502 LEAN CLAY (CL), with shale and	<sup>:.5</sup> 15	$\dashv$					1		,			
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL N1185144 WALWORTH AVENUE D.GPJ MODELLAYER.GPJ 5/22/19			limestone fragments, trace fossils and iron oxide stains, brown with gray, very stiff to hard		-	,	X	100	14-14-19 N=33	<u> </u>  -					
IRT LOG-N					1										
O SM/			20.0 497 LEAN CLAY (CL), trace iron oxide	20	$\dashv$					-					
PORT. G			concretions, dark brown with gray, very stiff to hard		1		X	100	10-7-10 N=17	_					
IGINAL R					7										
NO NO					1										
EDFR			25.0 492	7 25	1										
PARAT		Str	atification lines are approximate. In-situ, the transition may be gradu	<b>21.</b>					натт	er Type: Auto	mauc				
ALID IF SE	3.	.25-inch	ent Method: Continuous-Flight Hollow-Stem Augers description used and	n of field	and (	labo	rator	proce	es for a Notes:						
S IS NOT W			ent Method: symbols a symbols a				for e	xplana	ation of						
항		,	WATER LEVEL OBSERVATIONS						Borina St	arted: 03-27-2	2019	Borin	g Com	pleted: (	03-27-2019
Š.	$\nabla$		ater observed at 9.5' during drilling	<b>e</b> r		9			Drill Rig:		-	-	er. A. M		
THISE		- W	ater observed at 33' after drilling	611 l	Lunke	en P	ark C			o.: N1185144					

PI	ROJI	BORI ECT: Walworth Avenue Development					East End De	veloper	s LLC	;	<u> </u>	Page	2012
	ITE:	Walworth Avenue		_			Cincinnati, (	OH .					
<u></u>	90	Cincinnati, OH  LOCATION See Exploration Plan	Τ_	<u>ا ا</u>	m	0	<u> </u>	<u> </u>	<u>&gt;</u>	o 분운	ွ	٦	ATTERBI LIMIT
MODEL LAYER	GRAPHIC LOG	Latitude: 39.121281° Longitude: -84.448792°  Surface Elev.: 517.6 (Ft.)  DEPTH ELEVATION (Ft.)		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LL-PL-
		DEPTH ELEVATION (Ft.)  LEAN CLAY (CL), with fossils and limestone fragments, brown with gray, hard			X	67	7-7-50/5"						
					ı					1			
2			30-		X	100	7-9-10 N=19			!			
			-	V						i.			
7,		35.0 482.  35.8 INTERBEDDED SHALE AND 48	7 35		$\times$	67	32-50/3"					i	
		Shale: gray, very weak Limestone: gray, strong Boring Terminated at 35.75 Feet											
	i												
	Stra	atification lines are approximate. In-situ, the transition may be gradua	<u> </u> I.				Hamme	r Type: Auto	matic				
3.2	25-inch	nt Method: Continuous-Flight Hollow-Stem Augers lit-Barrel Sampler  See Explor description used and a	of field a dditional	nd labo data (If	ratory any).	proce	edures		-		·		
		nt Method:  ckfilled with auger cuttings upon completion.	rting Infor <b>d abbrevi</b>	mation ations.	tor e	qlana	tion of						
$\nabla$		WATER LEVEL OBSERVATIONS  Iter observed at 9.5' during drilling	<b>5</b> L1			<u>'</u>	Boring Sta	arted: 03-27-	2019	Borin	g Com	pleted: (	03-27-201
$\nabla$		eter observed at 33' after drilling	611 Lu				Drill Rig: (	D-90		Drille	r: A. M	oore	

P	ROJI	ECT: Walworth Avenue Development	NG	T		NT:	East End D	eveloper	s LLC	;	<u>.</u>	Page	
S	ITE:	Walworth Avenue		-			Cincinnati,	OH					
~		Cincinnati, OH	<del>                                     </del>	<del>   </del>	T				1		Γ		ATTERB
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.12161* Longitude: -84.449527*  Surface Elev.: 518.9 (Ft.)  DEPTH ELEVATION (Ft.)		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LIMIT LL-PL-
		FILL - FAT CLAY, with cinders, brick fragments, asphalt fragments, mortar and coal, brown and black	_		X	100	10-8-6 N=14						
1			-		X	56	10-8-6 N=14						
•			5-				6-5-4						
		7.5 511.	5 -	-	X	100	N=9	-					
		LEAN CLAY (CL), with limestone fragments, trace iron oxide stains and silt lenses, brown to reddish brown, very stiff to hard	- -		X	100	4-6-6 N=12		4.5 (HP)		23	104	
			10-		X	100	4-8-10 N=18		4.25 (HP)		20		
2			15— - - -		X	100	6-7-10 N=17	_	4.5+ (HP)				5
			20-		X	100	7-9-10 N=19		4.5+ (HP)				
	Stra	atification lines are approximate. In-situ, the transition may be gradual	25 <del>-</del>				Hamr	ner Type: Auto	omatic		:		
3.	25-inch	nt Method:  Continuous-Flight Hollow-Stern Augers description used and ac	of field an	id labo	ratory	proce	s for a Notes:	<u> </u>		<del></del>			
		nt Method: ckfilled with auger cuttings upon completion.	ting Inform d abbrevia	mation ations.	for e	φlana	tion of						
		WATER LEVEL OBSERVATIONS					Borina S	Started: 03-27-	2019	Berin	g Com	pleted: (	3-28-20
$\nabla$		ter observed at 34' during drilling	2 <b>1</b> 1	6			Drill Rig				r: A. M		
	No	water observed after drilling	611 Lui Cinc	nken P	ark D		<del>-</del>	: D-90  No.: N1185144		Unite	r. A. M	001.6	

		BORI	NG	LO	G	NO	). B-8				F	Page 2	2 of 2	
P	ROJ	ECT: Walworth Avenue Development		C	LIE	NT:	East End De Cincinnati, C	velopers )H	LLC					
S	ITE:	Walworth Avenue Cincinnati, OH												
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.12161* Longitude: -84.449527*  Surface Elev.: 518.9 (Ft.)  DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBER LIMITS LL-PL-PI	
2		LEAN CLAY (CL), with limestone fragments, trace iron oxide stains and silt lenses, brown to reddish brown, very stiff to hard (continued)	-		X	100	6-9-8 N=17		4.5+ (HP)					
6		INTERBEDDED SHALE AND LIMESTONE Shale: gray with brown, very weak Limestone: gray, strong	- 30-		X	100	12-12-20 N=32							
Advassa Bo		35.0  35.4  INTERBEDDED SHALE AND LIMESTONE Shale: gray, very weak Limestone: gray, strong Boring Terminated at 35.4 Feet	35-			28	50/5"							
	Str	atification lines are approximate. In-situ, the transition may be gradual					Hamme	Type: Auto	matic		,			
Adva 3. 2-	25-inch inch Sp	ent Method: Continuous-Flight Hollow-Stem Augers description used and ac sent Method: See Explora description used and ac See Suppor symbols and	of field ar Iditional of ting Infor	nd labo data (If mation	any).	proce	dures				12			
		WATER LEVEL OBSERVATIONS					Roring Sta	rted: 03-27-2	019	Borin	a Comr	oleted: (	3-28-2019	
$\nabla$		ater observed at 34' during drilling	271	70		0	Drill Rice D	1/100-100/2004 (0)					- 20 2010	
	No	water observed after drilling	Drill Rig: D-90  611 Lunken Park Dr Cincinnati, OH  Project No.: N1185144								Driller: A. Moore			

		BOR	ING	LO	G	NC	). B-9				F	Page	1 of 1
F	PROJ	ECT: Walworth Avenue Development		(	CLIE	NT:	East End De	velopers	LLC				
5	SITE:	Walworth Avenue Cincinnati, OH											
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.122191° Longitude: -84.45006°  Surface Elev.: 529.3 (Ft  DEPTH ELEVATION (Ft		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERBERI LIMITS
1		FILL - LEAN CLAY, trace limestone fragments, gray	-		X	100	2-3-3 N=6		2.25 (HP)				
		6.0 523  LEAN CLAY (CL), trace limestone fragments, brown, hard	5 - . <u>.5</u> -	-	X	53	N=11 5-8-32 N=40				17		
2			10-		X	33	10-11-15 N=26				20		
7		13.5 5  INTERBEDDED SHALE AND LIMESTONE Shale: gray, very weak Limestone: gray, strong  16.9 512	15-		X	100	25-50/3"				16		
Adva 32 Abae		Boring Terminated at 16.9 Feet											
Adv 3 2 Aba	ranceme .25-inch -inch Sp	atification lines are approximate. In-situ, the transition may be gradu  ant Method: Continuous-Flight Hollow-Stem Augers Jiit-Barrel Sampler  ant Method: See Explore description used and a serit Method: schfilled with auger cuttings upon completion.	ration and of field ar additional o	nd labo data (If mation	f any).	proce	s for a Notes:	Type: Auto	matic				
	No	WATER LEVEL OBSERVATIONS  water observed during drilling  water observed after drilling	err 611 Lu Cinc		Park D		Drill Rig: G	rted: 04-29-2 eeoprobe .: N1185144	2019	_	g Comp		04-30-2019

			BORI	NG L	_00	G I	VO.	. B-10				F	Page	1 of 2
	Р	ROJ	ECT: Walworth Avenue Development		C	CLIE	NT:	East End Der Cincinnati, C	velopers	LLC				
Ì	S	ITE:	Walworth Avenue Cincinnati, OH					Omonmati, e						
	ÉR	90	LOCATION See Exploration Plan	·	NS EL	PE	0,	⊢		RY	INE (tst)	(%	. ઈ	ATTERBERG LIMITS
	MODEL LAYER	GRAPHIC LOG	Latitude: 39.121861° Longitude: -84.450252°	OEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pct)	
	AODE	SRAP	Surface Elev.: 520.6 (Ft	.) DEP1	WATER	AMPL	SECO	FIELI	RG	ABOF	OMPF	WO:	DRY	LL-PL-PI
-	_	XX///	DEPTH ELEVATION (Ft FILL - LEAN CLAY, with cinder and	.)	>ō	S				_	200			
			bricks, black to brown	-	-	X	67	2-6-3 N=9						
			2.5 5	18	$\nabla$									
			FILL - FAT CLAY, with cinders, roots and bricks, gray and brown	-	-	V	67	1-1-3						
	1		blicks, gray and blown	-	-	$\triangle$		N=4						
_				5-	-									
5/22/1				-	-	X	100	3-2-3 N=5						
CGPJ			7.5 5	13 -	-									
LAYER			LEAN CLAY (CL), with limestone fragments, iron oxide stains and silt lenses,	-	-	X	100	2-3-3		1.75		18		
NODEL			brown and gray, medium stiff to very stiff	-	-	$\wedge$		N=6		(HP)				
GPJ N				10-	-	/		2-5-3		2.0				
UE D.				-	-	X	100	N=8		(HP)		27		
1 AVEN				-	-									
VORTH				-	-									
WALV	2			-	-									
185144				15-	+	/		4-5-6		2.75				
LL N				-	-	$\bigwedge$	100	N=11		(HP)		24		
OG-NO WELL N1185144 WALWORTH AVENUE D.GPJ MODELLAYER.GPJ 5/22/19				-	+									
LOG-N				-	-									
MART				-	1									
GEO S			LEAN CLAY (CL), with limestone	20-	1		400	11-19-28				40		
PORT.			fragments, light brown, hard (Residuum)	-	1	$\triangle$	100	N=47				12		
AL REF	5			-	1									
RIGIN				-	1									
SOM C			25.0 499	-	1									
TED FI			25.0 495 ratification lines are approximate. In-situ, the transition may be gradu		1			Hammer	Type: Auto	matic				
EPARA				·v=5					11-1 1 min					
DIFSE	3.	.25-inch	Continuous-Flight Hollow-Stem Augers descriptio	ration and n of field a	nd labo	orator	y proce							
T VALI	700	•	See Supp	additional orting Infor	mation	for e		tion of						
IS NO			ent Method: ackfilled with auger cuttings upon completion.	nd abbrev	iations.	***	45							
9075			WATER LEVEL OBSERVATIONS					Boring Sta	rted: 03-28-2	019	Borin	ng Comi	pleted: (	03-28-2019
BORIN	$\nabla$		ater observed at 2' during drilling	eri	ra	C	0	Drill Rig: D	ALTERO A		Accessed	er: A. M	May 11	
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART L		IVO	water observed after drilling	611 Lu	unken F cinnati,	Park [			.: N1185144					

		BOR	ING	LC	)G	NO	. B-10	)			F	Page 2	2 of 2
P	ROJ	ECT: Walworth Avenue Development			CLI	ENT:	East Er	nd Developers	LLC				
S	ITE:	Walworth Avenue Cincinnati, OH					Cilicilii	iau, Ori					
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39,121861° Longitude: -84.450252°  Surface Elev.: 520.6 (  DEPTH ELEVATION (	.	WATER LEVEL	OBSERVATIONS SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	ATTERBER LIMITS
		INTERBEDDED SHALE AND LIMESTONE Shale: gray, very weak Limestone: gray, strong		-	X	33	19-33- N=5						
7			30	_									
		30.4  Boring Terminated at 30.4 Feet	<sub>490</sub> 30		×	28	50/5	5"					
Adv 32 Abaa B													
Adv		atification lines are approximate. In-situ, the transition may be gradent Method:		d Tos	ting Pro	ocedure.		Hammer Type: Auto	matic				
Adv 3 2 Aba B	.25-inch -inch Sp -indonme	Continuous-Flight Hollow-Stem Augers descript lit-Barrel Sampler used an See Sup	loration an ion of field d additiona porting Info and abbre	and la I data ormati	borator (If any)	y proc	edures	Notes;					
L		WATER LEVEL OBSERVATIONS	_				R	oring Started: 03-28-	2019	Borin	a Com	oleted: (	03-28-2019
$\nabla$	_ Wa	ater observed at 2' during drilling	er	1	30			rill Rig: D-90	.019	-	er: A. Me		73-20-2019
	No	water observed after drilling	611 L	Lunker	n Park I ati, OH			roject No.: N1185144	8				

			BORIN	IG L	.0	G I	10.	B-11				_ F	Page	1 of 2
	Р	ROJI	ECT: Walworth Avenue Development		1	CLIE	NT:	East End Dev	/elopers	LLC				
ľ	S	ITE:	Walworth Avenue Cincinnati, OH					Omominati, O	••					
	MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.122158* Longitude: -84.450709*  Surface Elev.: 533.7 (Ft.)  DEPTH ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (Isf)	UNCONFINED COMPRESSIVE STRENGTH (1st)	WATER CONTENT (%)	DRY UNIT WEIGHT (pd)	LIMITS  LI-PL-PI
			DEPTH ELEVATION (Ft.)  FILL - LEAN TO FAT CLAY, with cinders, brick fragments and coal, trace organic odor and silt lenses, gray with brown			X	56	3-3-3 N=6						
	1			- -		X	100	5-6-7 N=13	į					
GPJ 5/22/19			7.0 526.5	5 — —		X	100	5-5-5 N=10		4.25 (HP)		25		62-27-35
AODELLAYER.			LEAN CLAY (CL), with silt lenses, brown with gray, very stiff to hard	-		X	100	9-7-10 N=17		4.5+ (HP)	! :	20		
TH AVENUE D.GPJ				10- - -		X	100	5-10-8 N=18		4.5+ (HP)		17		
THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL N1185144 WALWORTH AVENUE D.GPJ MODELLAYER.GPJ 5/22/19	2		- rock fragments encountered @ 15'	15		X	100	7-12-9 N=21		4.5+ (HP)				
RIGINAL REPORT. GEO SMART				20- - -		X	100	4-16-12 N=28		4.5+ (HP)				
ATED FROM OF			25.0 508.5 atification lines are approximate. In-situ, the transition may be gradual.	- 25-				Hammer	Type: Autor	natic				
IF SEPAR			nt Method: Continuous-Flight Hollow-Stern Augers See Explorat description o	ion and	Testin	ng Pro	cedure	s for a Notes:						
3 IS NOT VALID	2- Abar	inch Sp	lit-Barrel Sampler used and add used and add a	<b>ditional d</b> ing Inforn	<b>ata (l</b> natio	lf any). n for e	•	İ						
ğ	_		WATER LEVEL OBSERVATIONS					Boring Star	ted: 03-28-2	019	Borin	g Comp	eted: (	3-28-2019
BOR			water observed during drilling water observed after drilling					Drill Rig: D	-90		Drille	r: A. Mo	oore	
띭			-	611 Lur Cinc		Park L i, OH	n	Project No.	: N1 185144					

		BOR	ING L	-00	G N	10	. B-11				F	Page 2	2 of 2
	PRO.	IECT: Walworth Avenue Development		C	LIE	NT:	East End De Cincinnati, C	velopers	LLC				
	SITE	Walworth Avenue Cincinnati, OH					Omomiati, C	,					
MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan  Latitude: 39.122158° Longitude: -84.450709°  Surface Elev.: 533.7 (  DEPTH ELEVATION (		WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	RQD%	LABORATORY HP (tsf)	UNCONFINED COMPRESSIVE STRENGTH (tsf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
		LEAN CLAY (CL), with limestone fragments, light brown, hard (Residuum)			X	67	3-5-9 N=14		4.5+ (HP)				
5 7		30.8 INTERBEDDED SHALE AND	- - 03.5 503		X	67	35-50/3"						
G-NO WELL N1185144 WALWORTH AVENUE D.GPJ MODELLAYER.GPJ 572219		Shale: gray, very weak Limestone: gray, strong  Boring Terminated at 30.75 Feet											
WELL IN 103144 WALWORD DAK													
THIS BOARING LOG IS NOT VALID IT SET SAFATED TROM URIGINAL REPURT. GEO SMART LOG-INC													
ARAI ED FROM ORI	S	ratification lines are approximate. In-situ, the transition may be grad	dual.				Hamme	Type: Auto	matic				
ACID III	3.25-ind	h Continuous-Flight Hollow-Stem Augers descripti plit-Barrel Sampler used and	oloration and ion of field ar d additional o	nd labo data (If	ratory any).	proce	edures						
Ab			and abbrevi										
		WATER LEVEL OBSERVATIONS					Boring Sta	rted: 03-28-2	019	Borin	g Comp	oleted: 0	3-28-2019
		o water observed during drilling o water observed after drilling	len				Drill Rig: D	90		Drille	r. A. Mo	oore	
2		ŭ,	611 Lu Cind	nken P cinnati,		r	Project No	.: N1185144					

A120 AIRPORT ROAD CINCINNATI 26, OHIO

75-4-67 Jh

Order No. 99.998

# THE H. C. NUTTING COMPANY

69-91-029-4M mmPJ

LESLING ENGINEERS VED SOITS CONSULTVALS

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SSV10 21LHS	W.C.	1.3	<u> </u>	08119006	nsh) la	Physic			25, 50'Rt. of Baseline surface ELEV.					ON SHIB
		4 - 044 8	1 4.2	YAJS	1,118	2.3	'5'3 '%	.30A	WOITHROSSO	7330	310, PEM.	SAMPLE No.	HIME	~3.53
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i							1	DETA	mersic coun sand and gravel, (FILL) dry -very	3., B	2-1-t	ī		8-2
<b>4-1-</b> P	7			-	<b>8</b> I-	8	SZ	67	op op o	P7	7-7-7	2	,	
49-A	9T	9T	98	oz	91	,	6	τs	rown siliy clay and limestone fragments	<u>a</u> "8	<b>5-9-</b> 2	E	9	8,78
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- <b>7</b> -₩	9τ	oz	٤۶	54	זל	ε.	9	23	rown clay and limestone fragments, FILL molst - very stiff	된 "8 기	9-9-7	\$	Ot	8.28
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)-L-¥	6 <b>T</b>	SO	77	65	32	ε	7	Z	rown and gray CLAY, trace limestone ragments, molecule likts - jstom (signents)	,st	L-9-5	L	91	8.17
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49– <b>∀</b>	77	6T	6E	<b>5</b> 2	ŁŦ	7	OT	£ψ	Stown silty CLAY and limestone fragment malst - wery stiff	"ÞT	75 <b>-</b> 76-1¢	οτ	9Z	
							[BII	BIA	ob ob	1311	55-3 <del>6</del> -3 <del>6</del>	117	28	0, 49
			. [	'	1				Boring Completed		1	<b>-</b> -	- OE	•

# TESTING ENGINEERS AND SOILS CONSULTANTS

12-7-67 jh Order No.99.998 Page 1 o 2

LOG OF BORING

DATE STARTED 8-24-67 SAMPLER: TYPE S.S. DIA 2"O.D. WATER ELEV. IMMEDIATE None CLIENT: City of Cincinnati, Chio

DATE COMPLETED 8-24-67 CASING: LENGTH HSA DIA 2.25"I.D. AFTER HOURS FROJECT: HAW 50-24.91, Collins Avenue to

BORING N	61	STATIO	N AND OFFSE	T150+	09, 135'Rt. of Baseline SURFACE ELEV.	506	.3		As	pasia	Stre	et	-:	<del></del>
BOMING III		SAMPLE	STD. PERL	44				Phys	ical Cha	racteris	tics			
ELEV.	DEPTH	No.	00 PEPL	REC.	DESCRIPTION	% AGG.	% C.S.	% F.S.	% SILT	% CLAY		P.I.	W.C.	SHTL
560.3	0					ļ								<del></del>
557.8	2	1	8-6-7	12"	Topsoil, brown clay with rock, (FILL) moist - stiff	Visu	al		,					
	4	2	9-9-6	14"	Brown and gray clay, trace limestone fragments, (FILL) moist - stiff	7	4	3	32	54	45	22	15	A-7-6
555.3			]			1						ļ		
	6	3	10-9-7	١٠	Brown and gray clay with limestone fragments, ashes and cinders, (FILL) moist - stiff	22	2	2	21	53	50	26	16	A-7-6
	8	4	24-14-16			Vist	al	·						
550.3	10					1	-			ł	1	1		,
	12	5	14-14-14	12"	Brown CLAY and limestone fragments, moist - wery stiff	64	10	5	7	14	33	16	15	A-2-6
5,5 4	14	6	14-12-16	8"	do do do	Vist	a1						 	
545.3	16	7	12-16-22	8"	Brown CLAY with limestone fragments,	14	7	3	26	50	46	24	16	A-7-6
542.8	18	8	20-30-42	12 <sup>14</sup>	moist - very stiff Brown highly weathered SHALE with	28	6	3	25	38	41	20	15	A-7-6
540.3	20	<del>                                     </del>	120 30 42	1	limestone fragments, moist - hard			Ì	ļ	i			1	1
	<del>  ~</del> _	9	40-60	12"	Brown and gray weathered SHALE	Vis	al		i				1	
	22													
	24	1			·									
535.3	26	10	60-66	12"	Gray SHALE with thin layers of limestone	Vis	al							
	28	1												
	30	11	80-106	100	do do do	Vis	a1							
	32		-100-100	10	and the state of t									
1	34	1		1							<u> </u>	<u> </u>	<u> </u>	<u> </u>

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# TESTING ENGINEERS AND SOILS CONSULTANTS

LOG OF BORING

12-7-67 jh Order No.99.998, Page 2 of 2

City of Cincinnati, Ohio DIA 2"O.D. WATER ELEV. IMMEDIATE None CLIENT: \_ SAMPLER: TYPE S.S. 8-24-67 DATE STARTED. Backfilled PROJECT: Columbia Parkway, Proj. #2138 DIA 2.25"I.D. 8-24-67 CASING: LENGTH HSA RAM 50-24.91, Collins Avenue to Aspasia Street DATE COMPLETED. 506.3 150409 135'Rt. of Baseline SURFACE FI EV **Z** 1

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P.I. W.C. CLASS
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CASING: LENGTH HSA. DIA 2.25"I.D.

DATE COMPLETED.

DATE STARTED.

8-25-67

<del>19-22-8</del>

4F 29-2-2T TESTING ENGINEERS AND SOILS CONSULTANTS

Completton

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Houns Filled-Ipon Columbia Parkway, Proj. #2138

HAM 50-24.91, Colling Avenue

City of Cincinnati, Ohio

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9-1-4	6T	20	77	97	82	ς	1	77	segments, (FILL) molst - stiff	3 01	9-9-1	τ	2	0.462
7-7-4	01		L "	1 37	00		t		own and gray clay, trace of limestone		7 7 7			NUCLE
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# THE H. C. NUTTING COMPANY

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Order No. 99,998

# LESLING ENGINEERS VAD SOITS CONSTITUTALS

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9-L-Y	EI	92	67	TS	23	7	T	23	Alaka barar	ted hishly weath - very stiff		-				5°T9
9-1-4	71	24	87	75	77	ε	7	ST	, edanomger:	with limestone i	Stown CLAY	TO.	8-1-6	2	_	
ł			Ì								3373			<u> </u>		0.48
						<u> </u>		UBIV.	anibəm -	clay (FILL) dry	bos Iloscol	9	€-€-1	1	0	5.00
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178'	LIO.	KMA	IBA B.	<u> 1 dan 10</u>	<u> </u>	BLOAK	****		H R373A	7.25"I.D.	H BSA.	ENG!	CYSING	19-82-8		e start E comp

## TESTING ENGINEERS AND SOILS CONSULTANTS

8-1-67 jh

LOG OF BORING

DATE STARTED 5-25-67 SAMPLER: TYPE SS  DATE COMPLETED 5-25-67 CASING: LENGTH HSA			ENT: City of Cincinnati, Ohio  OJECT: Columbia Parkway, Proj.#2138  HAM 50-24.91, Collins Ave.to
BORING No. H-65 STATION AND OFFSET 161+25, 50 'R	t.of Baseline	SURFACE ELEV. 579.1	Aspasia St.

		SAMPLE	STD. PEN.	%						racteristi	cs			
CLEV.	DEPTH	No.	(N)	REC.	DESCRIPTION	% AGG.	% c.s.	% F.S	% SILT	% CLAY	L.L.	P.I.	W.C.	SHTL
5/9.1	2	1	6-8-10	10"	Cinders and Clay, (FILL)	Visu	al							
<u>&gt;76.6</u>	4	2	6-8-11	15"	Dark brown clay, trace cinders,(FILL) moist - medium stiff	2	2	5	35	56	52	24	28	A-7-
5.4.1	6	3	7-9-14	16"	Brown CLAY, moist - stiff	o	6 ·	7	41	46	49	24	26	A-7-
	8	4	8-8-12	18"	do do	Vie	ua l	<u> </u>						i
369.1	10	5	13-18-22	10"	Brown highly weathered SHALE, moist - very stiff	36	8	6	16	34	35	15	18	A-6a
355.6	14	6	17-19-33	8"	Brown highly weathered SHALE and LIMESTONE, moist - very stiff	Vis	ual							
	16	7	19-31-41	10"	do do do	35	6	3	21	35	36	14	15	A-6a
<u>361.6</u>		8		16"	Brown and gray weathered SHALE	Vis	ua l							
559.1 557.6	20	R-1	-	81%	Layered gray SHALE, medium tough & gray fossiliferous limestone jointed approx. 25 to 30% limestone in 2"to 4"pieces.	<del> </del> 								
554.1	24	R-2		71%	- anary 11 annah ta tana	H								
39.00	26				Boring Completed									
	28	-												
1	30	1												
	32	1												
	34	┪.			THE PURISON AND CHEST WE ALL IN							1		<u> </u>

# THE H. C. NUTTING COMPANY

# TESTING ENGINEERS AND SOILS CONSULTANTS

8-1-67 jh

	LOG	OF	BORING

DATE STARTED	5-31-67	SAMPLER: TYPES		1/8"ID 2"O.D.	.WATER ELEV. IMMEDIATE			Cincinnati, O	
DATE COMPLETED_				·	· AFTERH	Backfilled HOURS PROJE	CT: Columbi	a Parkway, Pro	oj.#2138
BORING No. 66	INA MOITATP	OFFSET 161+25,	145'Rt.of	Baseline	SURFACE ELEV.		Aspasia		

BORING NO		SAMPLE	STD. PEN.	%		Physical Characteristics								
ELEV.	DEPTH	No.	(N)	REC.	DESCRIPTION	% AGG.	C.S.	% F.S.	% SILT	CLAY	՝ եւե.	P.I,	W.C.	SHTL CLASS
546.6	0			- · · ·	Para de la company (PTII) moist-moi	V 1	sual							
345.6	2	1A	2-2	14"	Black clay, some cinders (FILL) moist med Brown clay with limestone fragments, iti (FILL) moist - medium stiff	9	3	3	30	55	45	22	20	
344.1		1B 2	2 4-5-6	*	Brown CLAY with limestone fragments,	24	6	4	30 17	49	49	26	20	A-7-6
342.1	- 4		4-2-6		moist - stiff			7	• 1	7,	7/	20	22	N-1-0
539.6	6	3	8-13-50	15"	Brown highly weathered SHALE and lime- stone fragments, moist - very stiff	13	5	2	28	52	41	20	16	A-7-6
337.0	8	4	13-30		Brown weathered SHALE with limestone fragments, moist- hard	Visu	al							
	10	5	27-33-30		do do do	Visu	<b>a</b> 1			1				
534.6	. 12				Layered brown weathered SHALE, jointed,	-								
	14	R-1		70%	soft and gray fossiliferous limestone jointed, iron oxide stained, two l"							,		
530.6	16			,	pieces								,	
	18				Layered brown weathered SHALE, trace of gray shale in the bottom 3", jointed, soft	1	1						•	
	20	R-2		85%	to medium tough and gray fossiliferous limestone, jointed in the lower half, approx.15 to 20% limestone in 2" to 72" pieces.	ļ				ļ			<u> </u>	
525.6			 						1					
	22	R-3		100%	Layered gray SHALE, medium tough to tough and gray fossiliferous limestone, jointed and iron oxide stained, approx.15% limestone in 4" to 5" pieces.	4								
	24	-		[	limestone in \(\frac{1}{2}\)" to 5" pieces.				1					
520.6	26					ļ		<b>_</b>	ļ	· ·				
	28				Boring Completed									<u> </u>
1		* Auge	Sample					ĺ		1				
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	34	1		}	MUTURE PROTECTION TO CLEANS. THE PUBLIC, AND DURBILVER, ALL	<u> </u>	<u> </u>							

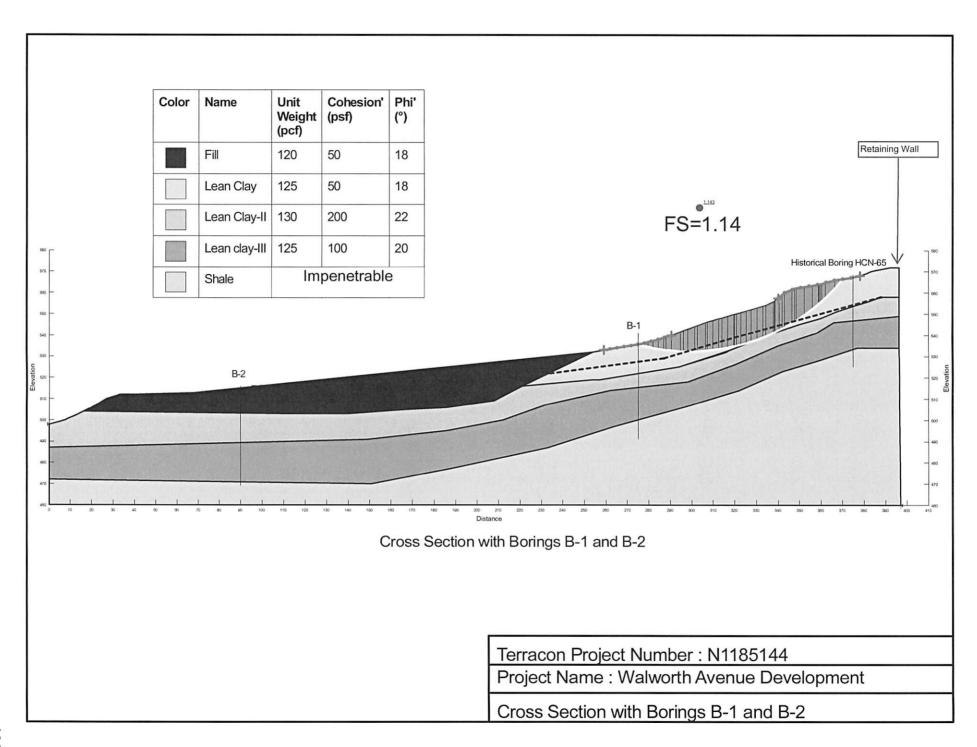
AS A NUTURE PROTECTION TO CLIENTS, THE PUBLIC, AND DUBSTLYES, ALE REPORTS AND SUMMITTED AS THE CONFIDENTIAL PROPERTY OF CLIENTS, AND EUTHORIZATION FOR PUBLICATION OF STATEMENTS, CONCLUSIONS, OR EXTRACTS PROM OR REGARDING QUE SEPORTS IS RESERVED PERDING OUR WRITTEN APPROVAL."

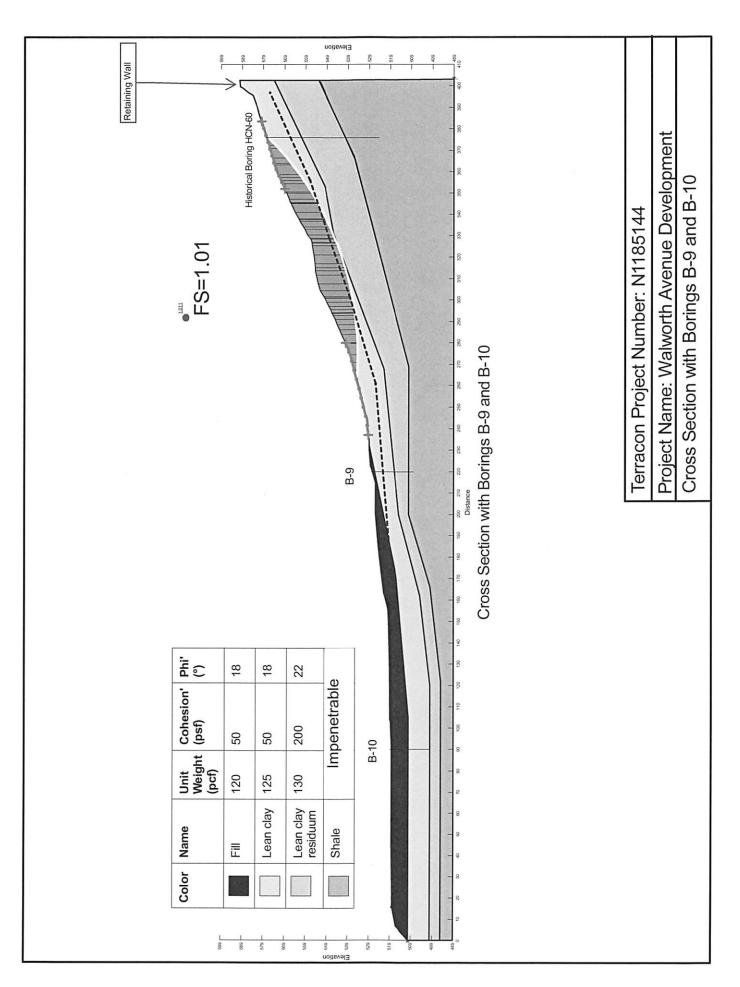
## **SLOPE STABILITY ANALYSES**

## Contents:

Results of Slope Stability Analyses (2 pages)

Note: All attachments are one page unless noted above.





## **SUPPORTING INFORMATION**

#### **Contents:**

General Notes
Unified Soil Classification System
Description of Rock Properties
Geotechnical Engineering Report for Walworth Development – Borrow Sites (25 pages)

Note: All attachments are one page unless noted above.

# GENERAL NOTES





SAMPLING	WATER LEVEL		FIELD TESTS
Rock Core Standard Penetration Test  Split Spoon	Water Initially Encountered  ✓ Water Level After a Specified Period of Time  ✓ Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N (HP) (T) (DCP) UC (PID)	Standard Penetration Test Resistance (Blows/Ft.)  Hand Penetrometer  Torvane  Dynamic Cone Penetrometer  Unconfined Compressive Strength  Photo-Ionization Detector
		(OVA)	Organic Vapor Analyzer

#### **DESCRIPTIVE SOIL CLASSIFICATION**

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

#### LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

		STRENGTH TER	MS			
(More than 50%	OF COARSE-GRAINED SOILS retained on No. 200 sieve.) Standard Penetration Resistance	CONSISTENCY OF FINE-GRAINED SOILS  (50% or more passing the No. 200 sieve.)  Consistency determined by laboratory shear strength testing, field visual-metal procedures or standard penetration resistance				
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.		
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1		
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4		
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8		
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15		
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30		
		Hard	> 4.00	> 30		

RELATIVE PROPORTIO	NS OF SAND AND GRAVEL	RELATIVE PROPOR	TIONS OF FINES
Descriptive Term(s) of other constituents	Percent of Dry Weight	Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	<15	Trace	<5
With	15-29	With	5-12
Modifier	>30	Modifier	>12
GRAIN SIZE	TERMINOLOGY	PLASTICITY DE	SCRIPTION
Major Component of Sample	Particle Size	Term	Plasticity Index
Boulders	Over 12 in. (300 mm)	Non-plastic	0
Cobbles	12 in. to 3 in. (300mm to 75mm)	Low	1 - 10
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)	Medium	11 - 30
Sand	#4 to #200 sieve (4.75mm to 0.075mm	High	> 30
Silt or Clay	Passing #200 sieve (0.075mm)		



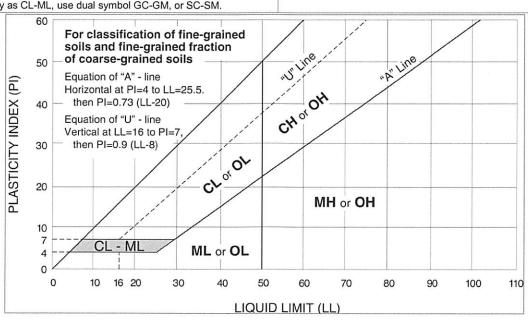
					5	Soil Classification
Criteria for Assign	ing Group Symbols	and Group Names	Using Laboratory	Tests A	Group Symbol	Group Name <sup>8</sup>
		Clean Gravels:	$Cu \ge 4$ and $1 \le Cc \le 3$ E		GW	Well-graded gravel F
	Gravels: More than 50% of	Less than 5% fines <sup>C</sup>	Cu < 4 and/or [Cc<1 or C	c>3.0] E	GP	Poorly graded gravel
	coarse fraction retained on No. 4 sieve	Gravels with Fines:	Fines classify as ML or N	ИΗ	GM	Silty gravel F, G, H
Coarse-Grained Soils:	retained on No. 4 sieve	More than 12% fines <sup>C</sup>	Fines classify as CL or C	Н	GC	Clayey gravel F, G, H
More than 50% retained on No. 200 sieve		Clean Sands:	Cu ≥ 6 and 1 ≤ Cc ≤ 3 <sup>E</sup>		SW	Well-graded sand I
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Less than 5% fines D	Cu < 6 and/or [Cc<1 or Cc>3.0] E		SP	Poorly graded sand I
		Sands with Fines: More than 12% fines <sup>D</sup>	Fines classify as ML or MH		SM	Silty sand <sup>G, H, I</sup>
			Fines classify as CL or CH		sc	Clayey sand <sup>G, H, I</sup>
			PI > 7 and plots on or above "A"		CL	Lean clay K, L, M
	Silts and Clays:	Inorganic:	PI < 4 or plots below "A" line J		ML	Silt K, L, M
	Liquid limit less than 50	Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay K, L, M, N
Fine-Grained Soils: 50% or more passes the		Organic.	Liquid limit - not dried	< 0.75	OL	Organic silt K, L, M, O
No. 200 sieve		Inorganic:	PI plots on or above "A" line		CH	Fat clay <sup>K, L, M</sup>
	Silts and Clays:	morganic.	PI plots below "A" line		MH	Elastic Silt <sup>K, L, M</sup>
	Liquid limit 50 or more	Organia	Liquid limit - oven dried	< 0.75	ОН	Organic clay K, L, M, P
		Organic:	Liquid limit - not dried	< 0.75	Un	Organic silt K, L, M, Q
Highly organic soils:	Primarily	organic matter, dark in co	olor, and organic odor		PT	Peat

- A Based on the material passing the 3-inch (75-mm) sieve.
- <sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- <sup>C</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$^{\text{E}}\,\text{Cu} = \text{D}_{60}/\text{D}_{10} \quad \text{Cc} = \frac{\left(\text{D}_{30}^{}\right)^2}{\text{D}_{10}^{} \, \, \text{x} \, \, \text{D}_{60}^{}}$$

- F If soil contains ≥ 15% sand, add "with sand" to group name.
- <sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- <sup>H</sup> If fines are organic, add "with organic fines" to group name.
- <sup>1</sup> If soil contains ≥ 15% gravel, add "with gravel" to group name.
- J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- KIf soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- <sup>L</sup> If soil contains ≥ 30% plus No. 200 predominantly sand, add "sandy" to group name.
- MIf soil contains ≥ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- <sup>N</sup> PI ≥ 4 and plots on or above "A" line.
- OPI < 4 or plots below "A" line.
- PPI plots on or above "A" line.
- QPI plots below "A" line.





WEATHERING					
Term	Description				
Unweathered	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.				
Slightly weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.				
Moderately weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.				
Highly weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.				
Completely weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.				
Residual soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.				

STRENGTH OR HARDNESS				
Description	Field Identification	Uniaxial Compressive Strength, psi (MPa)		
Extremely weak	Indented by thumbnail	40-150 (0.3-1)		
Very weak	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)		
Weak rock	Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer	700-4,000 (5-30)		
Medium strong	Cannot be scraped or peeled with a pocket knife, specimen can be fractured with single firm blow of geological hammer	4,000-7,000 (30-50)		
Strong rock	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)		
Very strong	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)		
Extremely strong	Specimen can only be chipped with geological hammer	>36,000 (>250)		

	DISCONTINUITY	DESCRIPTION			
Fracture Spacing (Join	nts, Faults, Other Fractures)	Bedding Spacing (May Include Foliation or Banding)			
Description	Spacing	Description	Spacing		
Extremely close	< ¾ in (<19 mm)	Laminated	< ½ in (<12 mm)		
Very close	¾ in – 2-1/2 in (19 - 60 mm)	Very thin	½ in – 2 in (12 – 50 mm)		
Close	2-1/2 in – 8 in (60 – 200 mm)	Thin	2 in – 1 ft. (50 – 300 mm)		
Moderate	8 in – 2 ft. (200 – 600 mm)	Medium	1 ft. – 3 ft. (300 – 900 mm)		
Wide	2 ft 6 ft. (600 mm - 2.0 m)	Thick	3 ft. – 10 ft. (900 mm – 3 m)		
Very Wide	6 ft. – 20 ft. (2.0 – 6 m)	Massive	> 10 ft. (3 m)		

<u>Discontinuity Orientation (Angle)</u>: Measure the angle of discontinuity relative to a plane perpendicular to the longitudinal axis of the core. (For most cases, the core axis is vertical; therefore, the plane perpendicular to the core axis is horizontal.) For example, a horizontal bedding plane would have a 0-degree angle.

ROCK QUALITY DESIGNATION (RQD)					
Description	RQD Value (%)				
Very Poor	0 - 25				
Poor	25 – 50				
Fair	50 – 75				
Good	75 – 90				
Excellent	90 - 100				

<sup>1.</sup> The combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a percentage of the total core run length.

Reference: U.S. Department of Transportation, Federal Highway Administration, Publication No FHWA-NHI-10-034, December 2009 <u>Technical Manual for Design and Construction of Road Tunnels – Civil Elements</u>



Walworth Development - Borrow Sites
Cincinnati, Hamilton County, Ohio
April 25, 2019
Terracon Project No. N1195144

## Prepared for:

East End Developers LLC Cincinnati, Ohio

# Prepared by:

Terracon Consultants, Inc. Cincinnati, Ohio



April 25, 2019



East End Developers LLC 4010 N. Bend Road Suite 301 Cincinnati, Ohio 45211

Attn: Mr. Ralph Meierjohan

P: (513) 662-3111

E: ralphm@meierjohanbuildinggroup.com

Re: Geotechnical Engineering Report

Walworth Development - Borrow Sites 6896 Harrison Avenue & 6025 Ohio SR-128

Cincinnati, Hamilton County, Ohio Terracon Project No. N1195144

Dear Mr. Meierjohan:

We have completed the Geotechnical Engineering services for the two borrow sites considered for the proposed earthwork at the Walworth Avenue development. This study was performed in general accordance with Terracon Proposal No. PN1195144. This report presents the findings of the test pit explorations at the borrow sites and provides geotechnical recommendations concerning the proposed excavations and the suitability of the use of the cut-soils for the proposed earthwork as part of the development.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.

Craig M. Davis, PE, CPSCE

Que al

Senior Engineer

Ronald S. Lech. PE

Geotechnical Department Manager

Terracon Consultants, Inc. 611 Lunken Park Drive Cincinnati, Ohio 45226 P (513) 321 5816 F (513) 321 0294 terracon.com

### **REPORT TOPICS**

INTRODUCTION	
SITE CONDITIONS	1
PROJECT DESCRIPTION	2
GEOTECHNICAL CHARACTERIZATION	3
EARTHWORK	
GENERAL COMMENTS	

**Note:** This report was originally delivered in a web-based format. Orange Bold text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the *GeoReport* logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

#### **ATTACHMENTS**

EXPLORATION AND TESTING PROCEDURES SITE LOCATION AND EXPLORATION PLANS EXPLORATION RESULTS SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

# Geotechnical Engineering Report Walworth Development - Borrow Sites 6896 Harrison Avenue & 6025 Ohio SR-128 Cincinnati, Hamilton County, Ohio

Terracon Project No. N1195144 April 25, 2019

#### INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed Walworth Development borrow sites to be located at 6896 Harrison Avenue & 6025 Ohio SR-128 in Cincinnati, Hamilton County, Ohio. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil and rock conditions
- Site preparation and earthwork
- Suitability for the reuse of the cut-soils as fill

The geotechnical engineering Scope of Services for this project included the observation of test pits excavated at each site, laboratory testing of the recovered samples and engineering analyses.

Maps showing the site and test pit locations are shown in the Site Location and Exploration Plan sections, respectively. The results of the laboratory testing performed on the soil samples obtained from the site during the field exploration as separate tables/graphs in the Exploration Results section.

#### SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration and our review of publicly-available geologic and topographic maps.

Item	Description
Parcel Information	The borrow site properties (parcels) are located at 6896 Harrison Avenue & 6025 Ohio SR-128 in the vicinity of Miamitown, Cincinnati, Hamilton County, Ohio. The OH-128 site is proposed to be graded into 2 primary terraces. Our study was limited to the proposed upper terrace.
	See Site Location

Walworth Development - Borrow Sites 
☐ Cincinnati, Hamilton County, Ohio April 25, 2019 ☐ Terracon Project No. N1195144



ltem	3 2 3	Description
Existing Conditions	5	Harrison Avenue Site: Consists of a partly-wooded hillside with the remnants of several building structures and the associated pavements. OH-128 Site: Consists of an agricultural field with a grass/weed cover and perimeter fence. Site appears to have been subject to past cutting/earthwork.
Existing Topography (from site plans provided)	0	Harrison Ave. Site: Site grades are at elevations ranging from about 566 feet to 610 feet above mean sea level. Slopes are at inclinations that are locally as steep as 2.7 horizontal to 1 vertical (2.7H:1V), but generally flatter than about 4H:1V.  OH-128 Site: Site grades are at elevations ranging from about 540 feet to 700 feet above mean sea level. The grades of the upper terrace (to which this study was limited) range from about El. 620 to 690. Slopes are at inclinations that are locally as steep as about 2.4H:1V, but generally flatter than about 3H:1V.

### **PROJECT DESCRIPTION**

Our initial understanding of this portion of the Walworth Development project was based upon conversations with our client and the project civil engineer, Abercrombie & Associates, Inc. (Abercrombie). We were provided with the Grading Plans for the Harrison Ave. site, dated 4/22/19 and the OH-128 site, dated 3/29/19. The project, as it pertains to the aforementioned sites, consists of performing excavations for the purposes of developing suitable borrow materials for use as fill at the Walworth Development project site located at the eastern terminus of Walworth Avenue in the East End, Cincinnati, Ohio.

Test pits at each site were completed on April 14, 2019 by the property owner, Mr. Dave House, and/or his contractor. Test pit locations were established prior to the field work to provide uniform coverage of proposed cut areas, as depicted on the Grading Plans. The test pits were relatively logged by Terracon's field geologist, then backfilled. Grab samples were obtained from each test pit for further evaluation, classification and laboratory testing to determine the compaction properties of the soils and/or bedrock. These tests were performed on representative samples to determine natural moisture content, Atterberg limits, and standard Proctor moisture-density relationships.

Our services were limited to the assessment of the suitability of the soils encountered in the test pits for use as fill at the Walworth Development. Erosion and sediment control measures have been designed by Abercrombie and depicted on the Grading Plan sets. Our services did not include the evaluation of the global stability of the subject properties and adjacent properties or evaluation/recommendations for redevelopment of the sites or building construction. Additional geotechnical exploration and engineering analyses would be required for those purposes.

Walworth Development - Borrow Sites 
☐ Cincinnati, Hamilton County, Ohio April 25, 2019 ☐ Terracon Project No. N1195144



The General Comments section provides an understanding of the report limitations.

#### **GEOTECHNICAL CHARACTERIZATION**

We have developed a general characterization of the subsurface conditions based upon our review of the subsurface exploration, laboratory data, geologic setting and our understanding of the project. Conditions encountered at each test pit and lab test results can be found in the Exploration Results section. Groundwater was not encountered in any of the test pits during the short duration that they were left exposed.

Harrison Ave. Site: The soil profile consists of overburden soils consisting of topsoil and lean clay underlain bedrock, an interbedded system of Ordovician Age shale and limestone. Comparisons of bedrock elevation in the test pits to the geologic column of the Cincinnati area indicate the bedrock categorizes as the Southgate and McMicken Members of the Kope Formation. See Test Pit Observations - Harrison Ave. Site in Exploration Results section for conditions encountered at each test pit.

**OH-128 Site**: The soil profile consists of overburden soils consisting of topsoil and lean clay underlain by bedrock, an interbedded system of Ordovician Age shale and limestone. Comparisons of bedrock elevation in the test pits to the geologic column of the Cincinnati area indicate the bedrock categorizes as the McMicken Member of the Kope Formation (lower zone) to the Mt. Hope Member of the Fairview Formation (upper zone). The contact between these formations is generally assumed at around El. 660. See Test Pit Observations - OH-128. Site in Exploration Results section for conditions encountered at each test pit.

#### **EARTHWORK**

Earthwork at the borrow sites is anticipated to include clearing and grubbing and excavations to proposed grades. The placement of fill is not proposed at either borrow site. Prior to excavating soils for borrow and transport to the Walworth Development, existing vegetation and root mat should be removed. The topsoil identified in the test pits is based upon coloration of soil observed in test pits. In general, the upper 4-inches of the topsoil in lawn/grass areas is not suitable as a borrow material and should be removed from the site. This depth may be deeper in wooded areas due to the more pervasive roots of trees and brush. Beneath the organic-laden zone, the dark brown soils can be excavated and mixed with other soils for use as borrow.

Excessively wet or dry material should either be moisture conditioned or mixed with other drier soils on site prior to transport to the Walworth Development. The on-site clay soils and the weathered zones of the bedrock (brown to olive brown in color) can generally be directly excavated and used as fill/borrow.

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Past experience has shown that the interbedded shale and limestone bedrock on-site can typically be excavated by conventional means. Successful excavation procedures on past projects have included the use of large track-mounted hydraulic backhoe equipment with occasional use of a dozer equipped with a single-tooth ripper. A "hoe ram" and rock saws can also be utilized for penetrating larger limestone layers and to assist in shaping the side walls. The thickness and distribution of hard limestone layers can impact the level of difficulty in excavation.

The composite fill material obtained from cuts at the borrow sites should have a liquid limit less than 50% and a plasticity index less than 24 (typical for USCS Soil Class of CL). Based upon the laboratory test results, some mixing of the borrow soils will be required. This commonly occurs as part of most top-down excavation procedures. The moisture content should be adjusted to within +/-2% of its optimum moisture content, as determined by the standard Proctor method, ASTM D 698. This may be done at either the borrow site or when the fill is placed at the Walworth Development. Rock fragments larger than 6 inches in their greatest dimension should be prohibited from the borrow material since it would impede placement and compaction at the Walworth Development. Some shale or shale/soil mixtures will likely occur.

Brown and gray shale should not be intermixed. Soil should not be mixed with gray shale but can be mixed with brown shale. All rock pieces should be well distributed in the mass and "nesting" should be avoided. Water should be added to each layer as required to obtain a moisture content of the soil or shale portion of the fill to within a range of optimum moisture content to +4% for any shale fill and +/-2% for soil fill. The addition of water is necessary to facilitate compaction, but also accelerate the slaking and breakdown in the case of shales. The water should be uniformly incorporated throughout the entire layer's thickness. Note that it has been our experience to observe that gray shale will require comparatively more water to condition the lift than brown weathered shale. Wherever gray shale is used for structural fill, it should be confined to levels at least 4-feet below final grade.

#### **Earthwork Construction Considerations**

As a minimum, excavations should be performed in accordance with OSHA 29 CFR, Part 1926, Subpart P, "Excavations" and its appendices, and in accordance with any applicable local, and/or state regulations.

Construction site safety is the sole responsibility of the contractor who controls the means, methods, and sequencing of construction operations. Under no circumstances shall the information provided herein be interpreted to mean Terracon is assuming responsibility for construction site safety, or the contractor's activities; such responsibility shall neither be implied nor inferred.

Surface instability was not observed on the slopes adjacent to the proposed borrow areas during our site visit on April 14, 2019. Minor areas of erosion were observed. Surficial slope instability typically impacts the upper 3 to 5 feet of the subsurface profile, predominantly during extended

Walworth Development - Borrow Sites 
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wet periods. Regular maintenance should be anticipated to identify and address changes in natural drainage creating potential for soil creep or erosion near the grading limits. This includes replacing or replanting trees and grasses, as necessary, and grading the slope to reduce soil creep and erosion. If future surficial slope erosion occurs near the crest of slopes, we recommend the slope face be restored as soon as practical.

Slopes should be re-vegetated as soon as possible after grading and protected from erosion until vegetation is established. Slope planting should consist of ground cover, shrubs, and trees possessing deep, dense root structures that require minimum irrigation. It is the responsibility of the property owner to maintain such planting.

The proposed finished slopes at both borrow sites are planned at 3H:1V or flatter. Slopes of this inclination are deemed stable for the cohesive soil profile encountered by the test pits. It was beyond the scope of our services at the borrow sites to evaluate the global stability of the borrow sites or adjacent properties. Even minor changes to slope geometry, surface water flow and/or groundwater levels could result in slope instability, particularly if preordained/historical failure surfaces exist. Therefore, the borrow sites should be monitored for signs of instability during and after the proposed earthwork, particularly until the erosion protection measures are in place and vegetation is established. Any indications of slope instability, such as tension cracks, sloughing, or toe bulges will require additional geotechnical investigation and analyses. In most cases, slope instability is corrected by means of a retaining wall.

#### **Construction Observation and Testing**

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer. Monitoring should include documentation of adequate removal of vegetation and topsoil and the condition and/or preparation of borrow materials.

The borrow site excavations should be evaluated under the direction of the Geotechnical Engineer. If unanticipated conditions are encountered, the Geotechnical Engineer should prescribe mitigation options.

In addition to the documentation of the essential parameters necessary for construction, the continuation of the Geotechnical Engineer into the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

#### **GENERAL COMMENTS**

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between exploration point locations or due to the modifying effects of construction or weather.

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The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained as the Geotechnical Engineer, where noted in this report, to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Geotechnical Scope of Services does not include either specifically or by implication any environmental, ecological or biological assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. Other studies may be performed alongside the geotechnical study and will be issued under sperate cover.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

# **ATTACHMENTS**

## SITE LOCATION AND EXPLORATION PLANS

#### **Contents:**

Site Location Plans (2 pages) Exploration Plans (2 pages)

Note: All attachments are one page unless noted above.

Walworth Development – Borrow Sites ■ Cincinnati, OH April 25, 2019 ■ Terracon Project No. N1185144



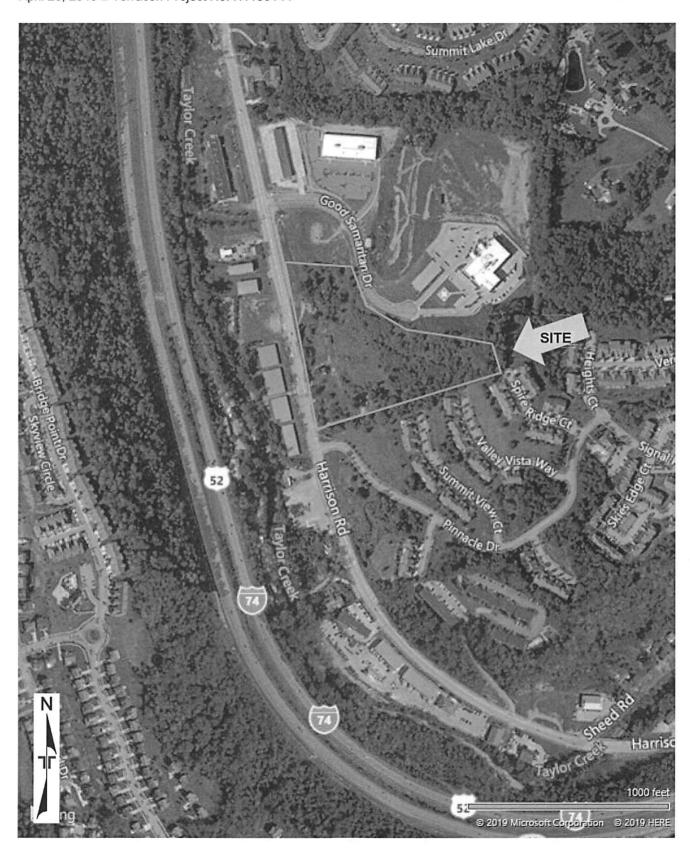


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS

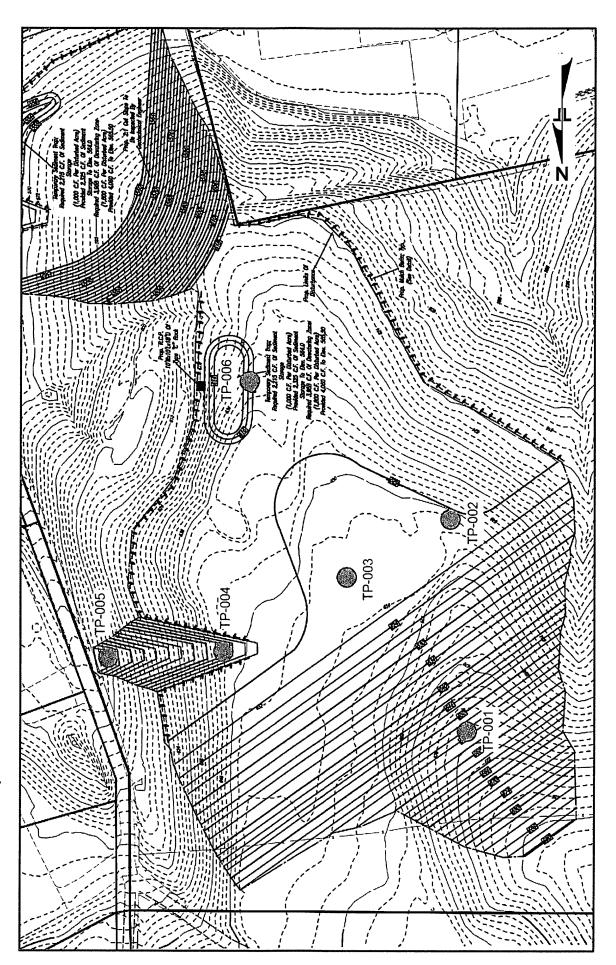
# SITE LOCATION – HARRISON AVENUE SITE Walworth Development – Borrow Sites ■ Cincinnati, OH April 25, 2019 ■ Terracon Project No. N1185144





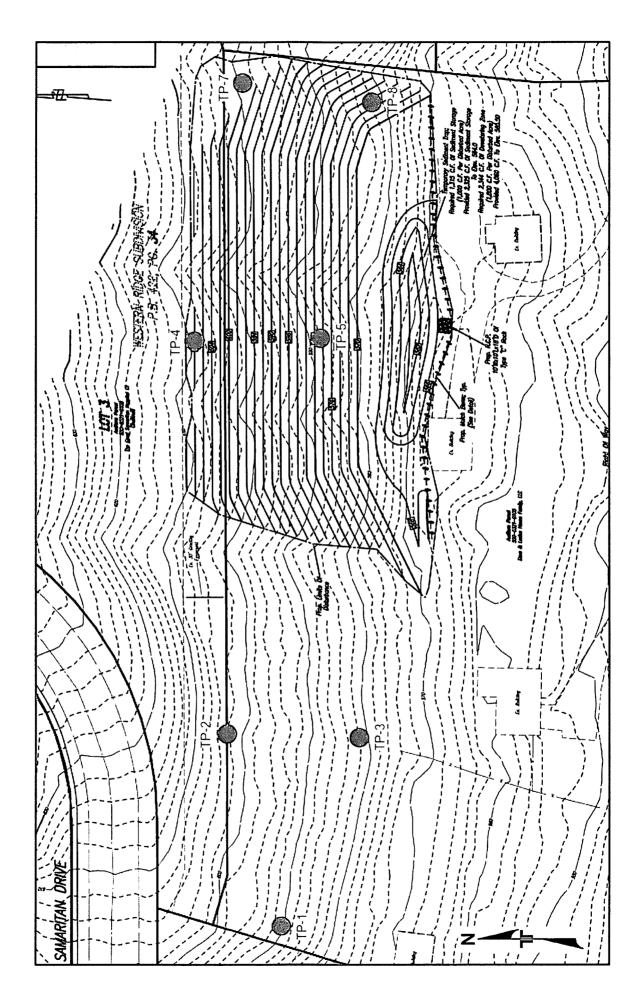


Walworth Development – Borrow Sites  $\scriptstyle \blacksquare$  Cincinnati, Hamilton County, Ohio April 25, 2019  $\scriptstyle \blacksquare$  Terracon Project No. N1185144 **EXPLORATION PLAN - OH-128 SITE** 





EXPLORATION PLAN - HARRISON AVENUE SITE Walworth Development – Borrow Sites © Cincinnati, Hamilton County, Ohio April 25, 2019 © Terracon Project No. N1185144



## **EXPLORATION RESULTS**

#### **Contents:**

Test Pit Observations (2 pages)
Test Pit Lab Results
Moisture Density Relationship (2 pages)

Note: All attachments are one page unless noted above.

# TEST PIT OBSERVATIONS - HARRISON AVENUE SITE

Walworth Development – Borrow Sites 

□ Cincinnati, Hamilton County, Ohio April 25, 2019 

□ Terracon Project No. N1185144



TEST PIT ID	LATITUDE (Est.)	LONGITUDE (Est.)			DESCRIPTION	MODIFIERS	CONSISTENCY
TP-1	39.12° 11.93" N	84.40° 20.23" W	Jar Only	0'-1'	Topsoil		
				1'-8'	Brown Lean Clay	With Limestone Fragments and Some Sand	Stiff to Very Stiff
				8.	Gray Shale	With Limestone Layers	Very Weak
TP-2	39.12' 9.40" N	84_40° 19.34" W	Jar & Bucket	0'-1'	Topsoil		N/A
				1'-6'	Brown to Gray Lean Clay	With Limestone Fragments	Stiff
				6	Gray Shale	With Limestone Layers	Very Weak
TP-3	39.12° 10.93" N	84.40' 21.30" W	N/A	0'-1.5'	Topsoil		-
				1.5'-8'	Brown Lean Clay	With Limestone Fragments and Some Sand	Stiff to Very Stiff
				8.	Brown Shale	With Limestone Layers	Very Weak
TP-4	39.12' 8.49" N	84.40' 18.91" W	N/A	0'-1'	Tops oil		N/A
			_	1'-8'	Brown Lean Clay	With Limestone Fragments	Stiff to Very Stiff
				8.	Brown Shale	With Limestone Layers	Very Weak
TP-5	39.12 7.68" N	84.40" 20.25" W	Jar & Bucket	0'-1	Topsoil		N/A
				1'-7'	Brown Lean Clay	With Limestone Fragments and Some Sand	Stiff to Very Stiff
				7'-8'	Gray Shale	With Limestone Layers	Very Weak
TP-6	N/A	N/A	N/A	N/A	Not performed at the request of property owner		
TP-7	39.12' 7.0" N	84.40° 18.47" W	N/A	0'-1'	Topsoil		N/A
			_	1'-6'	Brown Lean Clay	With Limestone Fragments and Some Sand	Stiff to Very Stiff
				6	Gray Shale	With Limestone Layers	Very Weak
TP-8	39.12 5.91" N	84.40° 20.63" W	Jar Only	0-1	Topsoil		N/A
				1:-7	Brown to Gray Lean Clay	With Limestone Fragments	Stiff to Very Stiff
				7	Gray Shale	With Limestone Layers	Very Weak

# TEST PIT OBSERVATIONS - OH-128 SITE Walworth Development – Borrow Sites Cincinnati, Hamilton County, Ohio April 25, 2019 Terracon Project No. N1185144



TEST PIT ID	LATITUDE (Est.)	LONGITUDE (Est.)	SAMPLE TYPE	DEPTH	DESCRIPTION	MODIFIERS	CONSISTENCY
TP-001	39.12' 18.66" N	84.42 58.26" W	Jar Only	0-1'	Topsoil		N/A
				1'-8'	Brown Lean Clay	With Limestone Fragments and Some Sand	Stiff
				8	Brown & Gray Shale	With Limestone Layers	Very Weak
TP-002	39.12' 17.02" N	84.42 58.09" W	Jar Only	0-1'	Topsoil		N/A
				1'-7'	Brown Lean Clay	With Limestone Fragments	Stiff to Very Stiff
				7-8.5'	Brown Shale	With Limestone Layers	Very Weak
TP-003	39.12 16.68" N	84.42' 55.22" W	Jar & Bucket	0'-0.5'	Topsoil		N/A
				0.5'-1.5'	Brown Lean Clay		Stiff
				1.5'-4'	Brown Lean to Fat Clay	With Limestone Fragments	Medium Stiff
				4'-8'	Brown Shale	With Limestone Layers	Very Weak
TP-004	39.12' 17.78" N	84.42 53.94" W	N/A	0-1	Topsoil		N/A
				1'-7.5'	FILL- Brown/Gray Lean Clay	With Gravel and Cobbles	
				7.5'-9	Brown Lean to Fat Clay	With Limestone Fragments and Some Sand	Medium Stiff
				9-10	Brown Lean Clay	With Limestone Fragments	Medium Stiff to Stiff
				10°	Brown Shale	With Limestone Layers	Very Weak
TP-005	NA	N/A	N/A	N/A	Not performed at the request of property owner		
TP-006	39.12' 14.43" N	84.42 54.85" W	Jar & Bucket	0°-1	Topsoil		N/A
				1'-5.5'	FILL-Brown/Gray Lean to Fat Clay		Medium Stiff
				5.5'-10'	Brown with Gray Lean Clay		Stiff to Very Stiff
				10'	Gray Shale		Very Weak

# **TEST PIT LAB RESULTS**

Walworth Development – Borrow Sites

□ Cincinnati, Hamilton County, Ohio

April 25, 2019

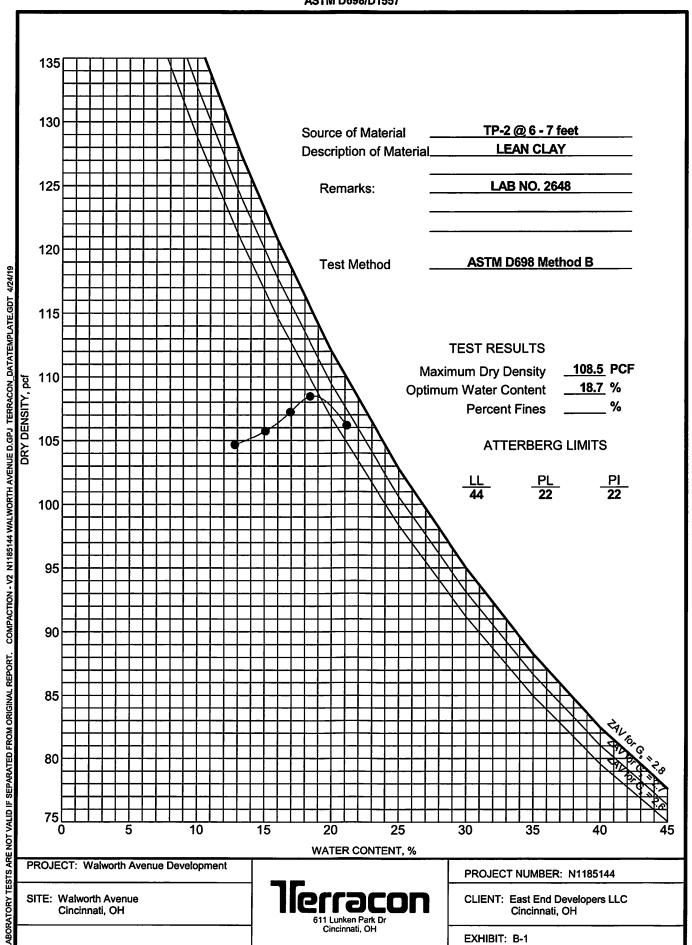
□ Terracon Project No. N1185144



	TEST PIT ID	SAMPLE TYPE	DEPTH	WATER CONTENT (%)	MAXIMUM DRY DENSITY (pcf)	OPTIMUM WATER CONTENT (%)
SR 128 SITE	TP-001	JAR	5'	29		
3K 120 3HE	TP-002	JAR	1'	29		
	TP-003	JAR	1'	23		
	TP-003	BULK	0'-2'		106.4	17
	TP-006	JAR	6'	25		
	TEST PIT ID	SAMPLE TYPE	DEPTH	WATER CONTENT (%)	MAXIMUM DRY DENSITY (pcf)	OPTIMUM WATER CONTENT (%)
HARRSION SITE	TP-1	JAR	3.5'	26		
HARRSION SITE	TP-2	JAR	6'	21		
	TP-2	BULK	6'-7'		108.5	18.7
	TP-5	JAR	5'	20		
	TP-8	JAR	5'	23		

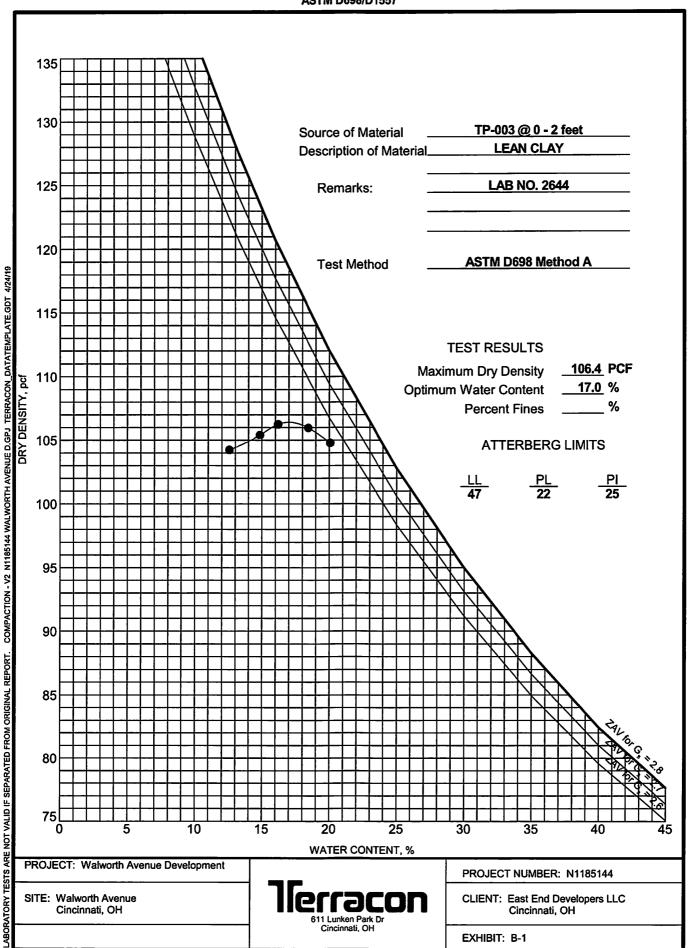
# **MOISTURE-DENSITY RELATIONSHIP**

ASTM D698/D1557



# MOISTURE-DENSITY RELATIONSHIP

**ASTM D698/D1557** 



# **SUPPORTING INFORMATION**

# Contents:

General Notes Unified Soil Classification System Description of Rock Properties

Note: All attachments are one page unless noted above.



SAMPLING	WATER LEVEL		FIELD TESTS
Rock Core Standard Penetration Test  Split Spoon	Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.	N (HP) (T) (DCP) UC (PID)	Standard Penetration Test Resistance (Blows/Ft.) Hand Penetrometer  Torvane  Dynamic Cone Penetrometer  Unconfined Compressive Strength  Photo-Ionization Detector
		(OVA)	Organic Vapor Analyzer

### DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

# LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

		STRENGTH TER	MS	
(More than 50%	OF COARSE-GRAINED SOILS retained on No. 200 sieve.) Standard Penetration Resistance	Consistency de	CONSISTENCY OF FINE-GRAINED (50% or more passing the No. 200 s termined by laboratory shear strength to procedures or standard penetration re	sieve.) esting, field visual-manual
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELATIVE PROPORTION	NS OF SAND AND GRAVEL	RELATIVE PROPOR	TIONS OF FINES	
Descriptive Term(s) of other constituents	Percent of Dry Weight	Descriptive Term(s) of other constituents	Percent of Dry Weight	
Trace	<15	Trace	<5	
With	15-29	With	5-12	
Modifier	>30	Modifier	>12	
GRAIN SIZE	TERMINOLOGY	PLASTICITY DESCRIPTION		
Major Component of Sample	Particle Size	Term	Plasticity Index	
Boulders	Over 12 in. (300 mm)	Non-plastic	0	
Cobbles	12 in. to 3 in. (300mm to 75mm)	Low	1 - 10	
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)	Medium	11 - 30	
Sand	#4 to #200 sieve (4.75mm to 0.075mm	High	> 30	
Silt or Clay	Passing #200 sieve (0.075mm)			



					5	Soil Classification
Criteria for Assign	ing Group Symbols	and Group Names	Using Laboratory	Tests A	Group Symbol	Group Name <sup>8</sup>
		Clean Gravels:	Cu ≥ 4 and 1 ≤ Cc ≤ 3 E		GW	Well-graded gravel F
	Gravels: More than 50% of	Less than 5% fines <sup>C</sup>	Cu < 4 and/or [Cc<1 or Cc>3.0] E		GP	Poorly graded gravel
	coarse fraction retained on No. 4 sieve	Gravels with Fines:	Fines classify as ML or I	ИΗ	GM	Silty gravel F, G, H
Coarse-Grained Soils:	retained on No. 4 sieve	More than 12% fines ©	Fines classify as CL or CH		GC	Clayey gravel F, G, H
More than 50% retained on No. 200 sieve		Clean Sands:	Cu ≥ 6 and 1 ≤ Cc ≤ 3 E		SW	Well-graded sand I
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Less than 5% fines D	Cu < 6 and/or [Cc<1 or Cc>3.0] E		SP	Poorly graded sand I
		Sands with Fines: More than 12% fines D	Fines classify as ML or MH		SM	Silty sand G, H, I
			Fines classify as CL or CH		SC	Clayey sand G, H, I
		•	PI > 7 and plots on or above "A"		CL	Lean clay K, L, M
	Silts and Clays:	ts and Clays: Inorganic: PI < 4 or plots below "A" line J		line J	ML	Silt K, L, M
	Liquid limit less than 50	Organic:	Liquid limit - oven dried	< 0.75 OL	Organic clay K, L, M, N	
Fine-Grained Soils: 50% or more passes the			Liquid limit - not dried	< 0.75 OL		Organic silt K, L, M, O
No. 200 sieve		l	PI plots on or above "A" line		CH	Fat clay <sup>K, L, M</sup>
	Silts and Clays:	Inorganic:	PI plots below "A" line		MH	Elastic Silt <sup>K, L, M</sup>
	Liquid limit 50 or more	0	Liquid limit - oven dried	< 0.75 OH	Organic clay K, L, M, P	
	Organic:		Liquid limit - not dried	< 0.75	Un	Organic silt K, L, M, Q
Highly organic soils:	Primarily	organic matter, dark in co	olor, and organic odor		PT	Peat

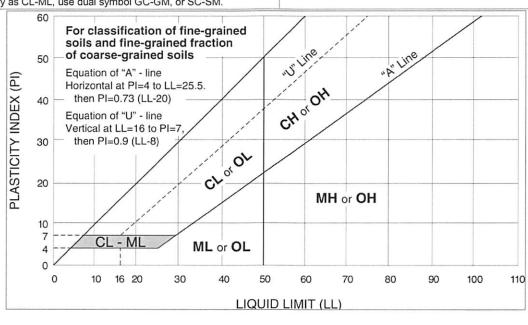
- A Based on the material passing the 3-inch (75-mm) sieve.
- <sup>B</sup> If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.
- <sup>c</sup> Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.
- D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$E_{Cu} = D_{60}/D_{10} \quad Cc = \frac{\left(D_{30}^{2}\right)^{2}}{D_{10}^{2} \times D_{60}^{2}}$$

 $^{\text{F}}$  If soil contains  $\geq$  15% sand, add "with sand" to group name.

<sup>G</sup> If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

- $^{\rm H}\mbox{If fines}$  are organic, add "with organic fines" to group name.
- <sup>1</sup> If soil contains ≥ 15% gravel, add "with gravel" to group name.
- J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.
- K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.
- $^L$  If soil contains  $\geq 30\%$  plus No. 200 predominantly sand, add "sandy" to group name.
- $^{\rm M}$  If soil contains  $\geq$  30% plus No. 200, predominantly gravel, add "gravelly" to group name.
- $^{\mathbb{N}}$  PI  $\geq$  4 and plots on or above "A" line.
- $^{\circ}$  PI < 4 or plots below "A" line.
- P PI plots on or above "A" line.
- QPI plots below "A" line.





	WEATHERING
Term	Description
Unweathered	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.
Slightly weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.
Moderately weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.
Highly weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.
Completely weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact
Residual soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.

STRENGTH OR HARDNESS				
Description	Field Identification	Uniaxial Compressive Strength, psi (MPa)		
Extremely weak	Indented by thumbnail	40-150 (0.3-1)		
Very weak	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)		
Weak rock  Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer		700-4,000 (5-30)		
Medium strong  Cannot be scraped or peeled with a pocket knife, specimen can be fractured with single firm blow of geological hammer		4,000-7,000 (30-50)		
Strong rock	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)		
Very strong	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)		
Extremely strong	Specimen can only be chipped with geological hammer	>36,000 (>250)		

Fracture Spacing (Joints, Faults, Other Fractures)		Bedding Spacing (May Include Foliation or Banding)		
Description	Spacing	Description	Spacing	
Extremely close	< ¾ in (<19 mm)	Laminated	< ½ in (<12 mm)	
Very close	3/4 in – 2-1/2 in (19 - 60 mm)	Very thin	½ in – 2 in (12 – 50 mm)	
Close	2-1/2 in - 8 in (60 - 200 mm)	Thin	2 in - 1 ft. (50 - 300 mm)	
Moderate	8 in – 2 ft. (200 – 600 mm)	Medium	1 ft. – 3 ft. (300 – 900 mm)	
Wide	2 ft 6 ft. (600 mm - 2.0 m)	Thick	3 ft. – 10 ft. (900 mm – 3 m)	
Very Wide	6 ft. – 20 ft. (2.0 – 6 m)	Massive	> 10 ft. (3 m)	

<u>Discontinuity Orientation (Angle)</u>: Measure the angle of discontinuity relative to a plane perpendicular to the longitudinal axis of the core. (For most cases, the core axis is vertical; therefore, the plane perpendicular to the core axis is horizontal.) For example, a horizontal bedding plane would have a 0-degree angle.

ROCK QUALITY DESIGNATION (RQD)			
Description	RQD Value (%)		
Very Poor	0 - 25		
Poor	25 – 50		
Fair	50 – 75		
Good	75 – 90		
Excellent	90 - 100		

The combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a
percentage of the total core run length.

U.S. Department of Transportation, Federal Highway Administration, Publication No FHWA-NHI-10-034, December 2009 <u>Technical Manual for Design and Construction of Road Tunnels – Civil Elements</u>

# CITY OF CINCINNATI

# DEPARTMENT OF CITY PLANNING **BUILDINGS AND INSPECTIONS DIVISION**

# STATEMENT OF SPECIAL INSPECTIONS

LOCATION:	MSE WALLS AND TIEBACK SOLDIER PILE WALL WALWORTH AVENUE, CINCINNATI, OHIO, 4521		
<b>PERMIT APPLICATION NUMBER:</b> (by City)	2019P06629		

Because of the complexity, size, or special conditions associated with this project, the special inspections checked under "REQ" on the attached schedule are to be provided by the owner or owner's agent, other than the contractor, as required by Section 1704.1.1 of the Ohio Building Code (OBC).

Please indicate the inspection agent performing the specific inspections, the Inspection Coordinator who will submit the reports required by Section 1704.1.2 OBC and the extent of inspection services if other than full-time.

This Statement of Special Inspections shall be submitted as a condition for permit issuance. It includes a Schedule of Special Inspections applicable to this project as well as the name of the special inspectors, and the identity of other testing laboratories or agencies intended to be retained for conducting these inspections. Special Inspectors and testing agency personnel shall be under the direct supervision of a registered design professional who shall sign inspection reports; otherwise the qualifications of the person performing the inspections shall be submitted to the Department for acceptance.

An overall inspection coordinator shall keep records of all inspections and tests and shall furnish such reports to the code official and to the design professional of record. All discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the code official and the design professional of record. Interim reports shall be submitted to the code official and the design professional of record monthly, unless more frequent submissions are requested by the code official.

During the course of construction, additional third party inspections may be required in addition to those specified in the attached schedule if conditions warrant.

September 26, 2019 JOSEPH W. KOWALSKI, P.E.

Joseph W.K.

Date

SCHEDULE OF SPECIAL INSPECTIONS (RETAINING				
ITEM	REQ.	INSP. AGENCY	SCOPE	
1. Soils and foundations (1704.7) Geotech Inv.				
a) shallow foundations	X	Kowalski Engr.	periodic	
b) controlled structural fill	X	Geotech/Terracon	periodic	
c) deep foundations/piles/caissons/piers	X	Kowalski Engr.	periodic	
d) excavation/fill	X	Kowalski Engr.	periodic	
e) soil stability/landslide	no			
2. Concrete (1704.4)				
A. Cast-in-place concrete				
a) mix design	no			
b) material certification	no			
c) reinforcement & installation	X	Kowalski Engr.	periodic	
d) post-tensioning operation	X	Kowalski Engr.	periodic	
e) batching plant	no	Nowaish Engi.	50110010	
f) formwork geometry	no			
g) concrete placement	no			
h) evaluation of concrete strength (GROUT STRENGTH)	X	Kowalski Engr.	periodic	
i) curing & protection	no	- IVOMOISVI FIIAI	periodio	
j) other	no			
B. Pre-cast Concrete	110			
a) plant certification / quality control procedures	no			
b) mix design	no			
c) material certification				
d) reinforcement installation	no X	Kowalski Engr.	periodic	
e) pre-stress operations		NOWAISKI EIIGI.	periodic	
f) connections / embedded items	no X	Kowalaki Engr	periodic	
g) form work geometry		Kowalski Engr.	periodic	
h) concrete placement	no			
i) evaluation of concrete strength (concrete strength	no		idi-	
j) curing protection	<del>-                                    </del>	Kowalski Engr.	periodic	
k) erected pre-cast elements	no	17	n a via di a	
I) other	X	Kowalski Engr.	periodic	
	no			
Masonry (1704.5)     a) material certification			· · · · · · · · · · · · · · · · · · ·	
b) mixing of mortar and grout	-		ļ	
c) installation of masonry	<b></b>	•	· · · · · · · · · · · · · · · · · · ·	
d) reinforcement installation	ļ	_		
e) grouting operations	<del> </del>			
	<u> </u>	<u> </u>		
f) weather protection	ļ			
g) evaluation of masonry strength	ļ			
h) anchors and ties	<del> </del>			
I) other	<u> </u>			
4. Steel (1704.3)	-		<u> </u>	
A. Structural Steel	ļ		· •	
a) fabricator certification/quality control procedures     b) material certification	<del> </del>	ļ	<b></b>	
b) material certification		,	<b>-</b>	
c) open web steel joists		/		
d) bolting			<b>\</b>	
e) welding		<u>/</u>	<b>\</b>	
f) shear connectors		<u>-</u> .	<b>`</b>	
g) structural details	/		` .	
h) metal deck				

SCHEDULE OF SPECIAL INSPECTIONS				
ITEM	REQ.	INSP. AGENCY	SCOPE	
4. Steel	1		333.2	
B. Cold Formed Steel Framing	<del>                                     </del>		1	
a) member sizes	+,		1	
b) material thickness	<del>  \</del>		,	
c) material properties	+			
d) mechanical connections	<del>                                     </del>			
e) welding	<del>                                     </del>		/	
f) framing details	+	\	/	
g) other	+		,	
5. Spray Applied Fire-Resistant Material (1704.11)	<del> </del>		,	
a) material specifications		<b>\</b>		
b) laboratory tested fire-resistance design	+	<del>  \</del>	/	
c) schedule of thickness	+	<u> </u>	/	
d) surface preparation	+		<del> </del>	
e) application	+	`		
f) curing and ambient condition	+			
g) thickness	+	<del>                                     </del>		
h) density	<del></del>	1	/	
i) bond strength	<del></del>	<b>\</b>		
j) other		· ·	<b> </b>	
6. Wood Construction (1704.6)	<del> </del>	,	,	
a) fabricator certification		<u> </u>	<u> </u>	
b) material grading	<del> </del>	/	<b></b>	
c) connections		/	<b>\</b>	
	<del> </del>	/		
d) framing details	<del>- </del>	<b></b>		
e) other		, ·		
7. EIFS (1704.12)		,		
a) material submittals		/	<b>\</b>	
b) condition of substrate		/	<b>\</b>	
c) application of foam plastic board			<b>\</b>	
d) application of coatings				
e) application of mesh		,	`	
f) curing and ambient condition			\	
g) flashing and joint details		/	\	
h) sealants / caulk		/	\\	
i) other				
8. Mechanical System				
a) smoke control (1704.14)	,			
b) mechanical HVAC and piping	,			
c) other	/			
9. Special Cases (1704.13)	/		\	
10. Other Requirements MSE WALL				
a) material submittals (blocks, sand, gravel, geogrid)	X	Kowalski Engineering, Inc.	periodic	
b) foundation soil condition	X	Kowalski Engineering, Inc.	periodic	
c) geogrid installation	X	Kowalski Engineering, Inc.	periodic	
d) sand compaction				
	X	Kowalski Engineering, Inc.	periodic periodic	

INSPECTION AGENTS	FIRM	ADDRESS
Inspection Coordinator     (Section 1704.1.2)	Kowalski Engineering, Inc.	3710 Section Road, Cincinnati, OH 45236
2. Special Inspector	Kowalski Engineering, Inc.	3710 Section Road, Cincinnati, OH 45236
3. Testing Laboratory	Kowalski Engineering, Inc.	3710 Section Road, Cincinnati, OH 45236
Approved Independent Quality Control Agency	n/a	WE OF OW
<ol><li>Geotechnical Engineer: When required from Part 1 above</li></ol>	Craig. M. Davis, PE, Terracon Consultants	LOS PURSON W
6. Other	n/a	KOWALSKI WE
		THE STORTER TO THE

# FINAL REPORT OF SPECIAL INSPECTION

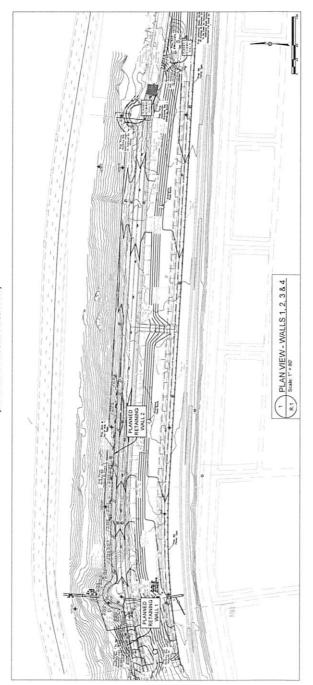
the statement of Specia			•	this project,	and itemized in
The following discrepant been corrected:	cies that were outstand	ding since the last Into	erim report dated _		, have
(Attach 8½ x 11 continuation sh	eet(s) if required to complete the	e description of corrections.)			
Interim reports submitte integral part of this final		and numbered	to	_, are to be	considered an
Respectfully submitted,					
Signature	Date	Title			

# SPECIFICATIONS AND CONSTRUCTION NOTES FOR MECHANICALLY STABILIZED EARTH (MSE) WALLS

1. NSTALEGOS SECERENCIONES: BACTELAS (BECOMESTRE COMPITTO PERI THE INFESTIONARDIANT THE FOLYMAN	SUBPLICE OF THE UNIT CONFICE THE LOCATION SUBPLICES OF THE UNITS THE PRECEDOR OCCURED, PRESEDON WALL INTO EQUALITY.  THAT METER AT CONFIDE BY CHRISTAPPING SUCHERARY CONFIGURATION AND THE PREMISSION OF THE PRESEDON CONFIDENCE OF THE PROPERTY OF THE PROPER	MITAL CORROWNERS SERVICES AND ACCORDANCE WITH CORROWNERS AND ACCORDANCE WITH CORROWNERS AND THESE AND THE AND THE ADMINISTRATION OF THE ADMINIST	DIMANUS. 1. ORENT DEOSYNTHETIC REMFORCEMENT WITH THE HIGHEST STRENGTH AXIS PERPENDICULAR TO THE WALL FACE.	<ol><li>PRIZE TO GEOSYMTHETIC REMINIOR PLACEMENT, PLACEMENT, PLACEMENT, AND COMPACT TO THE ELEVATION OF THE TOP OF THE WALL UNITS AT THE ELEVATION OF THE GEOSYMTHETIC REMINIOR CRAFFILM.</li></ol>	<ol> <li>P. A.C. GOGON PHISTIC REPORT OCCURRENT AT HIS ELEVATION AND TO THE LEVATING SOUNDAMY OF THE DEMANDAGE.</li> <li>A. L. LAY GOGON THETE REPORT OCCURRENT FOR THE OF THE CORREST PETABOLO WAIL THAT AND THE FORMACITY.</li> </ol>	BACKELL SOILS, PLACE THE GEOSTIMPETS REPROFERIENT WITHY ORGANIZ THE THE FACE OF THE CONCRETE RETAINS WALL UNITS. PLACE THE NEXT COURSE OF CONCRETE RETAINING MAIL UNITS ON TOP OF THE GEOSTIMPETS REPUGNICEMENT.	<ol> <li>THE GEOSYNTHETTO RENFORCEMENT SHALL BE IN TENSION AND PREE FROM INFUNCES PRIOR TO PLACEMENT OF THE BACKELL. SOILS. FULL GEOSYNTHETTO RENFORCEMENT HAND/TAUT AND SECURE IN PLACE WITH STAPLES, STAKES, OR BY HAND-TENSIONING.</li> </ol>	UNTIL THE GEOSYMTHETHO REINFORCEMENT IS COVERED BY & MONES OF LOOSE FILL.  6. THE GEOSYMTHETHO REINFORCEMENTS SHALL BE CONTINUOUS THROUGHOUT THEIR EMBEDMENT LENGTHS, SPLICES IN THE	GEORDNITETTS DEBEORGEMENT STREMENT STREMENT DEBECTION ARE OFF ALLOWED. 7. DO NOT OFFIGATE TRACKED CONSTRUCTION EQUIPMENT DEBECTIVO WHICH GEOSTWITHETIC RESISTORMENT. AT LEAST 6 NICHES OF	COMPACTED BACKFUL SOIL ES REQUINED PRIOR TO OPERATION OF TRACKED VEHICLES OVER THE GEOSTNTHETIC REBIFORCEMENT, KEEP TURNING OF TRACKED CONSTRUCTION EQUIPMENT TO A MINIMUM.						UNITS, IF THE SPECIFIED COMPACIDIO CANOD BE ACHIEVED WITHIN 4 TEST OF THE BUXCO THE RITUMNES WILLIAMS REPLACE THE REPROFED SOIL IN THIS ZONE WITH DRANAGE ACAREGATE MATERIAL MODIFICE THE MATERIAL IN THRINER LIFTS.		1. CHEMINAL TO BE PERSON OF THE SACE STANDARD PROCEDURA MANIMARINA FOR STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD STANDARD PROCEDURA MANIMAM DRY DENSETT (ASTINDARD), AS RECOMMENDED BY THE PROJECT GEOTECHNICAL BROADERS.		AGRITANCIO DEL MOSE, ME SECUENTI PER CONTROL PER MATE DE CORREGE DE VALLE SIPPORT.     MONTROLLY, UTILITY TERRORI BACKETA MAST BE CORREGE DE VALLE SIPPORT.     MONTROLLY CONTROLLY DE VARIANZA PROPERTA DE TIME CONTROLINGE PONTROLLY PARA LE LINGUE DE LA CONTROLLA DE VARIANZA POR TIME CONTROLINGE PONTROLLY PARA LE LINGUE PARA LE LIN	RQUELO TO ACHIEVE WINNIAN COMPANY BECONNECTED IN RECOGNISHENCE BY KONALSIGORY.  4. THESE SPECIFICATIONS MAY BE CHANGED BACED ON ARCHARDATIONS BY KONALSIGORY.		<ol> <li>AT THE BND OF EACH DAY'S OPERATION, SLOPE THE LAST LEVEL OF COMPACTED BACKFIL AWAY FROM THE RYTERIOR (CONCEALED) FACE.</li> <li>OF THE WALL TO DIRECT SURFACE WATTR RUNOFF ANALY FROM THE WALL FACE.</li> </ol>			шř		<ul> <li>NETALL CAP UNITS PER MANUFACTURES SPECIFICATIONS AND SECURE CAPS TO UPPERMOST BLOCK USING MANUFACTURENS APPROVED ADHESIVE.</li> </ul>		~		A. STRAIGHT FAILE NUSCH MINGS HOW RECESSORE ANY TAP OOT DISTANCE WITH A MADINUM OFFERENDIAL OF 3 INCHES OVER THE LEAGHT OF THE WALL. In CORNER AND REALISE CONTINES BY LICE ON MARKETS MACHINE.			17.0			INSTALLER'S WORK.  C. WORK WHICH DOES NOT MEET THESE SPECIFICATIONS OR THE REQUIREMENTS SHOWN ON THE DRAWNIGS SHALL BE CORRECTTD AND	MICHIGATINTO CONFORMANCE AT THE NATALLER'S EXPENSE.  D. THE PROJECT EXCEPTIONICAL BROWNERS IS TO PERFORM COMPACTION TESTING OF THE REINFORCED BACKRIL PLACED AND COMPACTED IN THE PROJECT CONFORMATION TO SHAPE AND COMPACTED.				A PERFORM SOLI PROJECT REQUIREMENTS.  4. PERFORM SOLI PRICED STATEMENT TESTS PER ASTA BOND TO VERBY" SOLI, ANGLE OF INTERNAL PRICEDON PRIAME, FOR STATEMENT PERFORMANCE, FOR STATEMENT PRICED FOR STAT		<ul> <li>TESTNO AND RICHESTON REPORTS DIALL BE PROVIDED TO KONALSKI ON A WEEKLY BASIS AT A MANULUL. REPORTS SHOULD ADDRESS NOT DRIVITES RESULTS BUT WEBTRATION OF WATERAL TYPES AND CONSTRUCTION DETAILS WELLICHNO DRID LENGTHS.</li> </ul>		3.11 ADJUSTING AND CLEANING	A. REPLACE DAWAGE DUNTS WITH HEW UNITS AS THE WORK PRODRESSES.		3,12	A, SURFACE WATER SHALL BE IMPOSO FROM DITTERFORM DITTERFORMALL AT ALL LOCATIONS.  B. PROJECT GROSTOMEMEN FINENSIER BY TO PRESENTE OF ONLY STARLEY MAY AND A SUFFICIENT OF OF MAIN STARLEY WAS	6
D. DRABAGE STORE CLEAN ANGULAK CHUSHED STONE ON GRANULAR FILLINAYNGA FRETEKN ANGLE OF 35 ESCORES AND	MEETING THE GRADATION CONSISTENT WITH NO. 57 STONE AS DETERMINED IN ACCORDANCE WITH ASTM DAKE.	SELVE SIZE PERCENT PASSING	1-1/2 NCH 100	1/2 PKCH 25 TO 8/2 NG.4 0 TO 19	MO.8 9TOS	E. REPLYONCED SOIL (BACKFILL WITHIN THE GEORIDAEINFORCED ZONE), CONESIONLESS GRANULUR FILL HAVING A MINIMUM PROTIDA ANGLE OF 32 DEGREES AND MEETING THE FOLLOWING GRADATISM AS DETENMINED IN ACCORDANCE	WITH ASIN DAME	SECTION CONTINUES OF STREET		NO.4 2010 100 NO.40 210 000 NO.40 200 000	NO. 300 0 1010	<ol> <li>SERVICE DESTRUCTIONS ONLY THE TOTAL CONTRACTION ONLY THE TRACTICE PLAN USED FOR THE SERVICE PROSECULAR AND THE SERVICE PROSECULAR AND THE TOTAL SERVICE PROSECULAR AND THE SERVICE PROSECULAR AND THE PROSECULAR</li></ol>	SHALL BE PERIODINED IN ACCORDANCE WITH ASTIMONZ AND ASTIMONUS, RESPECTIVELY, TO VERBY COMPLIANCE.  6. THE MANDHUM ACCORDANT EXTERNAL BETWEEN TO I MON-MANESS BITCO TESTS HAVE BETWEEN TO PARTITION.	POTENTIAL STREAM REACTIONS TO THE GROOMED DESIGN OUR TO DAMAGE DURING CONSTRUCTION.  PERFORM SOLE STREAM PETERNA PETERNA PRODUCE TO CAMAGE DURING CONSTRUCTION.	A CONTRACTOR SMALL SUBJET REPUBLIC SCHOOL SAMPLES FOR LABORATORY TESTING BY THE COMPLES	- 3	F. LEAN CAY ANDWAR LOTSON, CLAYET SOLOTO THE SMELANCOMEMBELLY METRIC WHICH WELKEL PERCOLATION INTO THE DEMANGE ZURE SEPREME THE WALL, AND WILL PROVIDE FOR PEGETATIVE GROWTH.  Q. DRAWARD FOR SERGEMETED AS OFFICE DEMANDED FOR PEGETATIVE GROWTH.	ADDIGATED THE STATEMENT OF THE STATEMENT	I. DECTEATED PATER FAMILY, US FAMILY ZOWN, NON-WORDS, FOLST POLYPROPTIENT DECTEATE.	PART 3 - EXECUTION	101 EGAMMATION	A. EXAMBLE THE AREAS AND CONDITIONS UNDER WHICH THE RETAINING WALL SYSTEM IS TO BE ERECTED, AND NOTIFY THE CONTRACTOR IN WAITING OF CONDITIONS DETRIMENTAL TO THE PROPER AND TIMELY COMMETTED OF THE WORK, DO NOT PROCEED WITH THE WORK.	AN ILL UNANTEW THE WALL DESIGN BYONEER OF SITE CONDITIONS WHICH MAY AFFECT WALL PERFORMANCE, SOIL CONDITIONS  8. PROMPTY NOTEW THE WALL DESIGN BYONEER OF SITE CONDITIONS WHICH MAY AFFECT WALL PERFORMANCE, SOIL CONDITIONS	GENERAL DITTENT THOSE PROBLEMS OF THE CONTRIBUTES FROM THE PROBLEM AND VALUE OF THE WALL DESIGN.  C. VERBY THE LOCATION OF EXISTING STRUCTURES AND UTLIFFES FROM TO EXCAVATION.	3.02 PREPARATION	A. ENSURE SURFOUNDERS STRUCTURES ARE PROTECTED FROM THE EFFECTS OF WALL EXCANATION.  A. EXCANATION ASSPORT IF EXCANATION IN THE ESCANATION OF THE ESCANATION AND ITS MULLINCE CHALAGETY OF THE ESCANATION AND ITS WILLIAMSE ON ADMINISTRY AND TRINCTURING AND TRINCTURING TO STRUCTURE.	3.0) EXGAVATION	A. EXCAVATE TO THE LINES AND GRADES PROVIDED BY THE PROJECT CARL ENGINEERIGURY/EYOR, CHER-EXCAVATION NOT APPROVED BY	THE OWERS FOR OWNERS REPRESENTATION MELINOT BE PAID FOR BY THE OWNER, REPLACEMENT OF THESE SAGENMEN COMPACTED. FILL ANDONE WALL SYSTEM COMPONENTS WALL BE TRADITED AT THE CONTRACTOR'S EXPENSE. USE CARE IN DICAMBING TO PREVENT DESTINEMENT OF THE SAGEN PERCHAT THE THESE SHOWN.	3.94 FOUNDATION PREPARATION	A. EXCAVATE FOUNDATION SOLL AS REQUIRED FOR FOOTING OR BASE DIMENSION SHOWN ON THE DRAWNIGS OR AS DIRECTED BY THE	A THE PROJECT OF COTCHARGE MALE ENAME FOUNDATION SOLTO BISINE THAT THE ACTUAL FOUNDATION SOLSTERIGING IN THE PROJECT OF COTCHARGE WALL ENAME FOUNDATIONS SOLVED BY THE PROJECT HE SCHOOL STRENGTH. OVERSIGNED STRENGTH, OVE	SPACE SUFFICIENTLY FROM THE FRONT OF THE BLOCK TO THE BACK OF THE REMIGRICEMENT, AND BACKFILL WITH SUTFRILE COMPACTED BACKFILL SCH.S.	<ol> <li>THE PROJECT GEOTECHNICAL ENGINEER WILD DETERMINE IF THE FOUNDATION SOLS WILL RECURE SPECIAL TREATMENT OR CORRECTION TO CONTROL TOTAL AND DEFERENTIAL SETTLEMENT.</li> </ol>	C. SEAGHT, MUSICING CHARLING AND RECOMMET LATICISED FOODBAILEN SIGE BESTEATH SECRET PARTIES TO MINIMUM OF 19 PERCENT OF TANGENGE PROCESSOR OF THE SECRET OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT. AS SECRETARISED NOT THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT OF THE SEAGHT.	<ol> <li>THE ADDRESSANCES AND SMITH CONFIDENCE OF THE PROJECT OF DECOMBINISHED BY THE PROJECT OFFICENCE.</li> <li>FILE ADDRESSANCES AND ENVIOUR SCOPE OF THE PROJECT OFFICENCE. ENGINEER, KONALESIS SHALL SE NOTIFIED IN A THEIR WANNER TO PREVOW THESE SENGES SOF ADDITIONAL COST.</li> </ol>	3.05 LEVELING PAD PREPARATION	A. PLACE BASE MATERALS TO THE DEPTHS AND WIDTHS SHOWN ON THE DIAMBHOS, UPON UNDISTURBED SCIES, OR FOUNDATION SCIES	PREPARED IN ACCORDANCE WITH ATTECT ET AN. 1. ESTEND THE LEVELNG PAOLATERALLY AT LEAST 6 INCHES IN FRONT AND SEHIND THE LOMERINGST CONCRETE RETAINING WALL 1. INST.	<ol> <li>PROVIDE AGREGATE BASE COMPACTED TO 6 NCHES THICK (ANNIMUM).</li> <li>THE CONTRACTOR MAY AT THEIR OPTION, PROVIDE A CONCRETE LEVELING PAD AS SPECIFIED IN SUIPPARAGINAPH 225.5.2. IN LIEU OF</li> </ol>	THE AGARDATE BASE.  4. WHERE A RENFORCED FOOTING IS REQUIRED BY LOCAL CODE OFFICIAL, PLACE FOOTING BELOW FROST DEPTH.	8. COMPACT AGGREGATE BASE MATERIAL TO PROVIDE A LEVEL HARD SURFACE ON WHICH TO PLACE THE PRIST COURSE, OF UNITS, WHEN	MATRIAL TEST CASSENATIONS. THE TYPE OF EQUIPMENT USED, AND COMPACTION BROUND REQUEST TO MEET THE THE TREATMENT TO TO MATRIAL TEST CASSENATIONS. THE TYPE OF EQUIPMENT USED TO MEET THE THOROUGH PROTECT THE THE THE TYPE OF THE THE THREE THE TYPE OF THE THREE TH	COMPACTION, THIS TIPE OF INSPECTION METHOD MAY BE USED FOR LEVELING PAD DEPTHS UP TO 19 NOVIES ONLY.  G. PREPARE MASE MATERIALS TO ENSURE COMPLETE CONTACT WITH RETAINING WALL UNITS. GAPS ARE NOT ALLONED.	3.06 ERECTION	A. GENERAL: ERECTURITS IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS, AND AS SPECIFIED HEREN. B. PLACE PRET COUNSE OF CONFERTE WALLUMITS ON THE PREPARED BASE MATERIAL CHECK UNITS FOR LEVEL AND ALSWARM.	MANYAN THE SAME ELEVATION THE TOP OF EACH UNIT WITHIN EACH SECTION OF THE BASE COURSE.  C. ENDURE THAT FOUNDATION LIMITS ARE IN FULL CONTACT WITH COMPACTED LEVELING PAG.	D. PLACE CORCRETE WALL UNITS SIDE-BY-SIDE FOR FULL LENGTH OF WALL ALKNINGST. ALKNINGST MAY BE DONE BY USING A STRING LIN MEASURED FROM THE BACK OF THE BLOCK, GAPS ARE NOT ALLOWED BETWEEN THE FOUNDATION CONDESTE WALL UNITS.	L. FOAGE I STATICS MINIMARINAL MANAGEMENT FROM THE FOREST THE CHARLES THE CHARLES WILL UNITS. FILL VIOLES OF THE STATIC MINIMARIAN WILL LIMITED WITH LIMITS. FILL VIOLES OF THE FRAME WILL LIMITED MINIMARY IS MOVING S. OF THE FRAME OF THE CHARLES TO MINIMARY IS MOVING S. OF THE FRAME OF THE PROPERTY OF	<ul> <li>NSTALL BRANAGE PIPE AT THE LONGST ELEVATION POSSIBLE. TO MANTAN GRANITY FLOW OF WATER TO GLITSING OF THE REINFORCE ZONE, SLOPE THE MAN COLLECTION DRANAGE PIPE LOCATED JUST BEHIND THE CONCRETE RETAINIG VALL UNITS. 2 PERCENT</li> </ul>	IMBIBILIAN TO PROVIDE GRANTEY FLOW TO THE DAYLGEFTED AREAS. DAYLGEFT THE MAN COLLECTION DIAMAGE FIRE TO AN APPROPRIATE COCATION AVAILABING WHILL DYSTEM AT EACH LOW POWT OR AT 45 FOOT (ANOMOR), INTERVALS ALONG THE WALL	MET AND REAL SECTION AND CONTRACT THE PROPERTY OF STREET AND STREE
PART 1- GRIEBAL	1,41 SECTION PICLUDES	A. RETARING WALL SYSTEM CONSTRUCTED OF CONCRETE SEGMENTAL RETARING WALL UNITS	E. LOCATION PHILID EAR OF CAMENT C. LEVILING PAD BASE C. TOTAL PAD	E. BACKER ACHEGATE	A GOTEN'S	H. ACHESNES	A AMERICAN ASSOCIATION OF STATE ASSOCIATION ASSOCIATION OF CONTRACT CONTRACTOR ASSOCIATION OF CONTRACTOR OF CONTRACTOR ASSOCIATION OF CONTRACTOR OF CONTRA	Associated Association for a finite information for including the control of	4. According to a construction of the first and a first transfer of the first of th	6. ARENGAN GOGETY FOR TESTING AND MATERIALS INSTITUT. 7. ASTA CHAS STANDARD TEST METHODS FOR SAMELING AND TESTING CONCRETE MASCHIY UNITS AND RELATED UNITS. 7. ASTA CHAS STANDARD TEST METHODS FOR SAMELING AND TESTING CONCRETE MASCHIY UNITS AND RELATED UNITS. 7. ASTA CHAS STANDARD TEST METHOD FOR SAMELING AND TESTING CONCRETE MASCHING AND TESTING THE MASCHING AND TESTING AND TE	A STANDALD CONCRETE UNITS  LATIN CLUB STRUCKED CONCRETE UNITS  LATIN CLUB STRUCKED CONCRETE UNITS  LATIN CLUB STRUCKED SOCIETATION FOR STRUCKED RETRINGUISM THE PROPERTY OF TH	4. ASTM DAMS STANDARD CLASSIFICATION FOR SIZES OF ACCRETANT FOR ROLD AND BRIDGE CONSTRUCTION. 5. ASTM DAMS STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SOR, USING MICRIETIES BY ONT 12.400	FT4.8FF31650 SN-MALS;  8. ASTM D1657 STANDARD TEST METHODS FOR LABORATCRY COMPACTION CHARACTERISTICS OF SOIL USING STANDARD EFFORT.	(1240) FF4.6 (F3) (800 SHAMM) 7. ASTM D1564 STANDARD TEST METHOD FOR DENSITY AND UNIT MEDIAT OF SOB, IN PLACE BY THE SAND COME METHOD	<ol> <li>ASTALDISS STANDARD TEST METHODS FOR LABORATORY COMPACTION CHARACTERISTICS OF SCIL USING MODIFIED EFFORT (55,300 FT-4.8FF3); (270) NS-MIMS)</li> </ol>	<ol> <li>ASTM DURF STANDARD CLASSFEATION OF SCALS FOR ENOMERRING PURPOSES LINERED SOB, CLASSFEATION SYSTEM.</li> <li>ASTM DURF STANDARD TEST WETHOUS FOR EBRIFT OF SOB, AND SOBLAGOREGATE IN PLACE BY NUCLEAR METHODS (SHALLOW MARKED).</li> </ol>	<ol> <li>ASTN DISM STANDARD SPECIFICATION FOR TITTER PSM PNC SERVER PIPE AND FITTINGS</li> <li>ASTN DATA STANDARD TEST METHODS FOR LIXADI JUNT PLASTIC: BMT AND PLASTICITY MODEL OF SOMES</li> </ol>	13. ASTM DARIO STANDARD TEST METHOD FOR TOWARD PROPERTIES OF RECOFFICING SON THE WIGHWARD TEST METHOD 14. ASTM DARIO STANDARD TEST METHOD FOR EVALUATION THE MECHANIC TORSAND THE WIGHWARD STANDARD SON THE TEST 15. SETM LANGEST METHOD TO SECURITIVE TO SECURITIVE ON WITHOUT SIZE ABOUT TO SECURITIVE THE SECURITIVE TO SECURITIVE TO SECURITIVE TO SECURITIVE THE SECURITIES SECURITIES.	16. ASTM ON STANDARD TEST METHOD FOR MEASURING PRIOR FOR USE IN CORROSON TESTING.	<ol> <li>NATIONAL CONCRETE MASONRY ASSOCIATION OCCAN.</li> <li>NCMA DESIGN MANUAL FOR SEGMENTIAL RETARNING WALLS, THREQ ERTICH, FIFTH PRINTING (2010).</li> </ol>	<ol> <li>NOMA SRIMAL DETERMINATION OF CONNECTION STRENGTH BETWEEN GEOSTIMPHEES AND SEGMENTAL CONCRETE UNITS.</li> <li>NOMA SRIMAL DETERMINATION OF SHEAR STRENGTH BETWEEN SEGMENTAL CONCRETE UNITS.</li> </ol>	Las derwittons	A. RENFORCED SOIL SOIL WHICH IS USED AS FILL BEHIND THE DRABAGE STONE WITHIN WITHIN THE GEOGRIEPHERNORGED.	8. RENORGED ZONE THAT AREA OF RETAINS WALL BACKEL WHEN CONTARS LAYERS OF GEOLIND RENUCKELAUM. C. DRAMAGE STONE MATERIAL USED WITHIN BETWEEN AND DIRECTLY BEHIND THE CONCRETE RETAINING WALL UNITS.	D. GEOTEATILE, MATERIAL USED FOR SEPARATION AND PETRATION OF DISSIMILAR SON, TYPES, E. FOUNDATION SOIL. SOIL MASS SUPPORTING THE LEVELING PAD AND REWIFORCED SOIL ZONE OF THE RETAINING WALL SYSTEM.	F. RETANDS JOB. SOM MASS BEHAND THE RETAYONCED ZONE.  G. GEOSYNHETIS REMOVED RETAIN THE STEPPENLET FRANCATED FOR USE AS A SOUR RESMYONCEMENT.  H. PROJECT RECTORNED, ENGINEER. A RECONTENE NEW FORMER MENONE FOR PRESIDENT ATTEMPTS PROVIDED.	RECOMMENDATIONS FOR FOUNDATION SUPPORT, AND VERBY SOIL SHEAR STRENGTH PARAMETERS.  L. WALL DESKIN ENGINEER, KOMALSHE ENGINEERHOLING,	1.64 SUBMITTALS	A BUBBITHE FOLLOWING.  1. PRODUCT DATA MATERIA DESCRIPTION AND RETALLITION RETRUCTIONS FOR YACH MANUFACTURED PRODUCT SPECIFIED.	<ol> <li>SAMPLES</li> <li>FUNKEN CHE UNIT NI THE COLOR AND FACE PATTERN SPECIFIED. IF REQUESTED.</li> </ol>	<ul> <li>FURNISH 12 NOV SQUARE OF LANGER PECE OF THE GEGSTATHETIC REPROYCEMENT SPECIFIED.</li> <li>FURNISH SALLLON BLOKET OF REPFORCED ALCORIL LIATERAL FOR GRADATION, DIRECT SHEAR TESTING, AND ENGREEN.</li> </ul>	A PRINCIPAL THREE AROUND TO FORMALD MAINTENANT CHARLES AND AND THE STORY, AND ENCAREER APPROVAL. THOUSES SOUTH BLOCKT OF DEMANDER ADDRESATE FOR GRADATION, DRECT ENEAR TESTING, AND ENCAREER APPROVAL. THOUSES SHOWN TO STOCKERING MAITERAL CHARTE.	3. TEST REPORTS. INDEPENDENT LABORATIONY REPORTS STATING MOISTURE ASSORPTION AND COMPRESSIVE STRENGTH PROPERTIES.	OF THE CONCRETE RETAINING WALL UNITS MEET THE PROJECT SPECIFICATIONS WHEN TESTED IN ACCORDINGE WITH ASTMICTING. SECTIONS II, FAID II.	LAS DELINERY, STORAGE AND HANDLING	A. DELIVER STORE AND HANDE MATERIALS IN ACCRIDANCE WITH MANUFACTURENT RECOMMENDATIONS IN SUCH A MAINIER AS TO PREVENT DAMAGE, DRECK THE MATERIALS UPON DELIVERY TO ASSURE THAT PROPER MATERIAL MAS BEEN RECENTED, STORE ABOVE	GROUND ON WOOD PALLETS ON BLOCKING, REMOVE DAMAGED OR OTHERMISE UNSUTFABLE MATERIAL, WHEN SO DETERMINED. FROM THE SITE,	1. EUROSED AGES OF CONCRETE WALL UNITS SHALL BEFREE OF OHPS. CRACKS, STANS, AND OTHER IMPERFECTIONS DETRACTING FROM THEIR APPEARANCE.	<ol> <li>PREVENT MUD, NET CERETA AGRESMES AND STRICKE MATERIALS WHICH MAY HARM APPLICATIVE OF UNITS. If CALCOMING IN CONTACT WITH SYSTEM COMPONENTS.</li> </ol>	1.00 EXTRA MATERIALS	A. FURNISH UMBER WITH 3 REPUBLISHEN UNTIL DEBNIKAL TO THOSE INSTALLED ON THE PROJECT.	TANK A PRODUCT B	A. CONCRETE RETAINS WALL UNITS. ALLAN BLOCK SERIES BLOCKS	<ol> <li>COCOR AND OTHER OPTIONS TO BE SELECTED BY OWNER FROM MANUFACTURERS FOLL RANGE OF OPTIONS</li> <li>PRODUCT CONTACT INFORMATION WWW.ALLANSLOCK.COM</li> </ol>	<ol> <li>OCCUSINITED REPORTED IN MANAGED XX &amp; MAT. AS INCOME OF THE DAMMINGS.</li> <li>PRODUCT COTTACT REPORTATION TENCATE MINATE WINNITESCATE, COM.</li> <li>LYVILMED PAD MAXI.</li> </ol>	1. AGREGATE BASE ODDT SM CRUSHED STONE OR GRANULAR FILL METTING THE FOLLOWING GRADATION AS DETERMINED IN ACCORDANCE MITH ASTIM DARB	SHAT SEE PERCENTPASSING		NG. 40 191038 NG. 200 0 1015	- 5-	2. ALTENATE CONCRETE BAGE. NONREMORCED LEMI CONCRETE BAGE.	The second state of the se



# RETAINING WALL DESIGN FOR WALWORTH JUNCTION, COLUMBIA TOWNSHIP, CINCINNATI, OHIO (KOWALSKI PROJECT NO. 19045)



VALLS 144
WALLS 144
REIN-ORCED SOIL OOD TOX
DEANWAGE STONE CLEMA NO
RETAINED SOIL STIFF UNC
FOUNDATION SOIL, STIFF UNC

ATION OF THE ECOMBITAL RETAYBOOK WILL IN RELATION TO PROFESTY TAKES AT UTLITY EASEMENTS, WATERSHED EASEMENTS, OR ANY OTHER TYPE OF EASEMENT WAS THE RESPONSEBELT.

FOR THE OFFICE OF THE STATE OF THE PROPERTY OF THE LICKATON OF THE STOMENTA, INFO THE PROPERTY OF THE PROPE

LANDSCAPING NOTE GEDGRID PENETRATIONS DUE TO LANDSCAPING AND FENCING SHALL BE AVCICED. WARRE LIMITED PLANTINGS CARROT RE RISTALLED TO ANCID THE BEDGRIED ANXING CLITS FOR PLANTING SHALL BE 18 INCHES IN CAMET BE

THE TRIMILE IS DESCRIBED THE WALL WITH NOW DESCRIBE TREATED MOOD LOCKING FOR TOP COMMICCHISTRUCTION. TEMPORANY SHORING MAD RESERVANT OF THE SERVENT SHORING TO THE SERVENT OF THE THE LUBRIMITED SECONDARY SHORING TO THE SERVENT OF TH

GENERAL NOTES: PIER WALLS (WALLS 1 & 2)

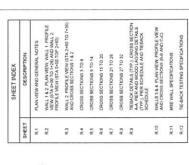
ALL PERS ARE TO BE DRULED STRAUGHT AND PLUAB. THEY ARE TO BE INSTALLED WITHIN 2 INCHES OF THE SPECIFIED LOCATION. THE DRILLED PERS ARE BOTTOMS OF THE SPECIFIED LOCATION. THE DRILLED PERS ARE BOTTOMS OF THE SHAPE TEXAMBLES SHALL BEFORE SHALL DRIVED THE BOTTOMS OF THE SHAPE TEXAMBLES SHALL BEFORE THE SHAPET SHAPE TO SHALL SHALL DRIVED THE SHAPET SHALL DRIVED SHALL BEFORE THE SHAPET SHAPET SHALL DRIVED SHALL BEFORE THE SHAPET SHALL DRIVED SHALL BOWTOMS OF THE SHAPET SHALL DRIVED SHALL CONCRETE FOR THE DRILLED PIERS IS TO BE FIX-3000 PSI MIRBAUM AT 28 DAYS, CONTRIN 15-HICH MAXIMAM SIZE AGGREGATE, 4-TO 6-PERCENT TANNISED JAR, AND SHALL BE PLACED AT Y MAXIMUM SLUMP UP TO THE BOTTOMOST-LAGING. CONCRETE FOR THE REINFORCED CONCRETE LUGING PARES IS TO BE GOT CONCRETE.

ALL STEEL BEAMS (HP 14X73) SHALL COMPLY WITH ASTM A572-50 GRADE. STEEL SHALL HAVE A MINIMUM YIELD OF 50,000 PSI,

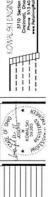
ALL DRILED SHAFTS ARE TO BE REVIEWED BY A REPRESENTATIVE OF THE OFFICE OF KOWALSNI PRIOR TO THE PLACEMENT OF STEEL AND CONCRETE. THESE SERVICES SHALL BE THE RESPONSIBILITY OF THE OWNER, AND SHALL BE COORDINATED BY THE CONTRACTOR.

WHE ESGREGE THE PIBLIES SHATTS FOR THE AMTIGNATED LUFRAL LOSS AND SASABLE ON PERSONSBATT FOR IN CLOTHOUSE OF AMD PROTECTION OF EXBITING UTILITIES, SEWERS STREATURES ETC., 80 CONCRAMATION AND VERBEATHON TO INJURIES AND ESTABLE OF EXCENSIONS AND OFFILE OF ESSENCE CONTINUES. SEWERS STREATURE OF FERLOW AND VERBEATHON TO THE SEASONS AND OFFILE AND AND OFFILE AND AND PROFERTY DEADLE CONSTITUTION. CONTRACTOR SHALL BE PREPARED TO CASE DRILLED SHAFTS IF RECOMMENDED BY KOWALSYD DUE TO SEEPAGE, FALLAN, AND/OR SOFT SOILS.

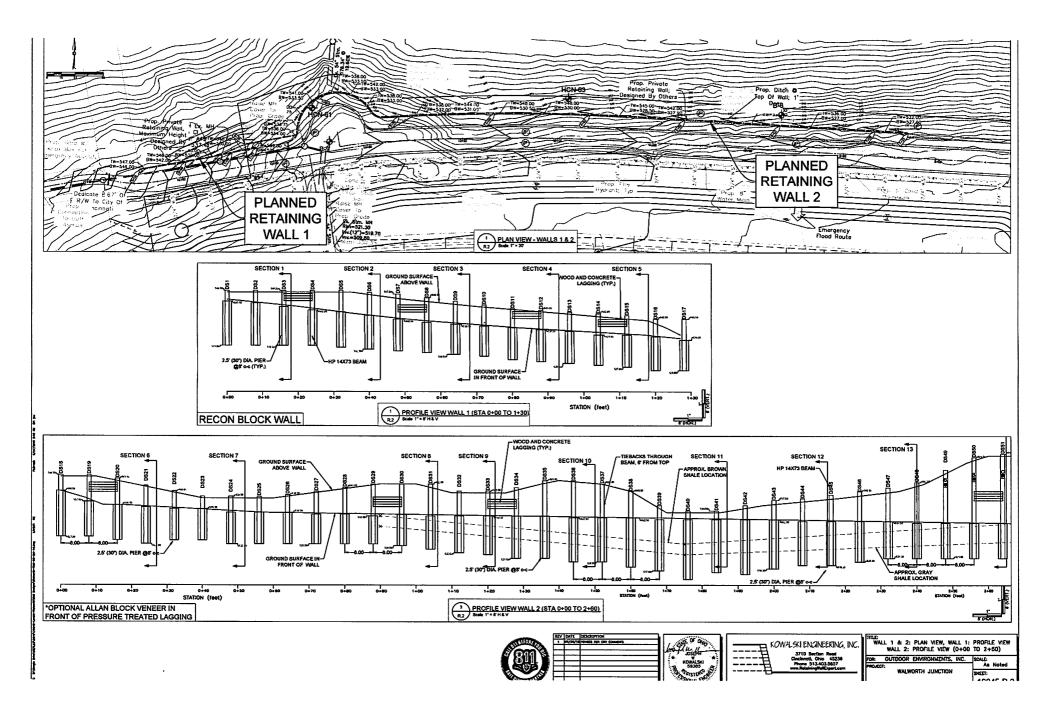
LITERIATE TIEBACK ANCHORS (OR ANCHOR TYPES) MAY BE CONSIDERED FOR POSSIBLE USE UPON SUBMISSION OF SHOP DRAWINGS & TECHNICAL NFORMATION.

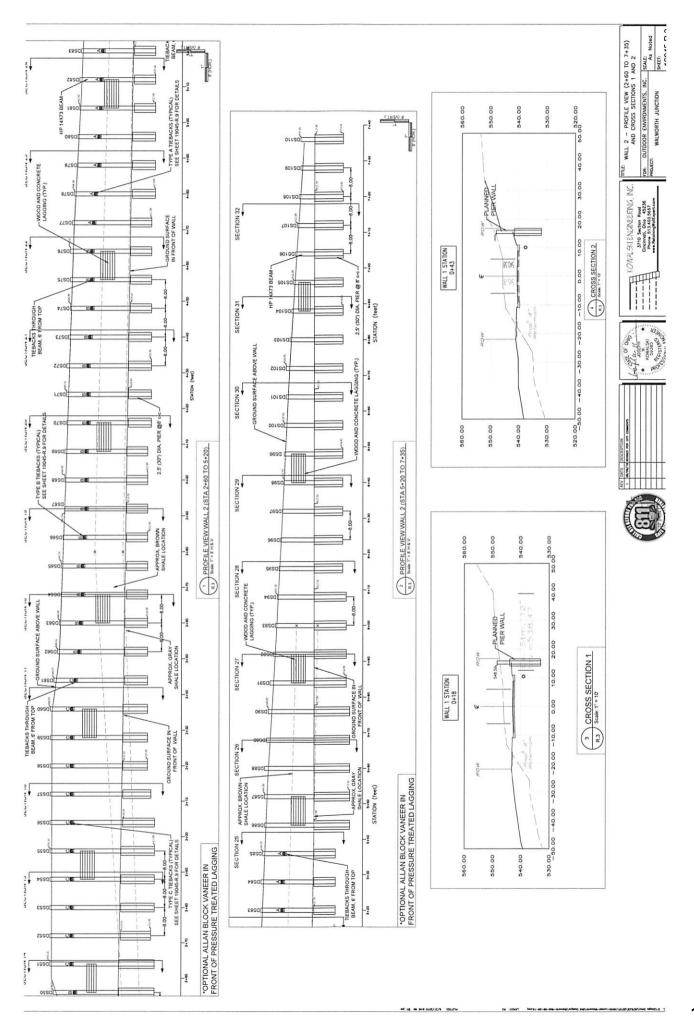


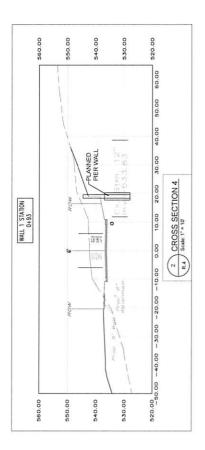
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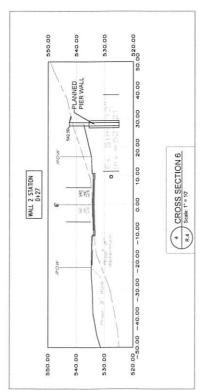


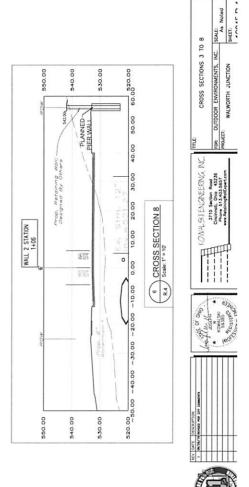
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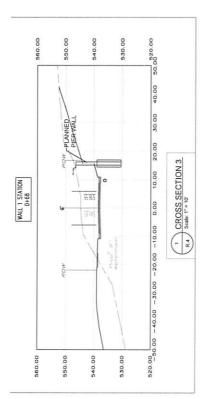


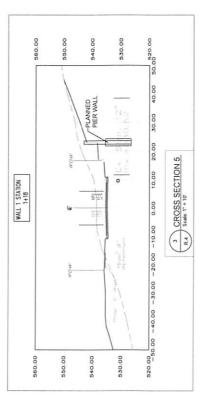


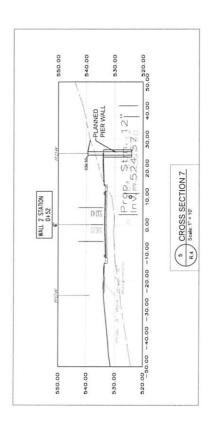


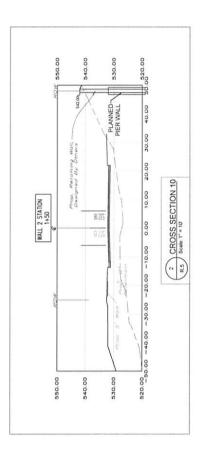


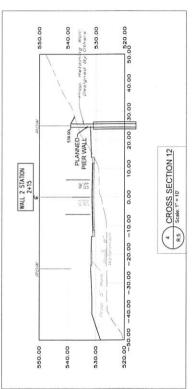


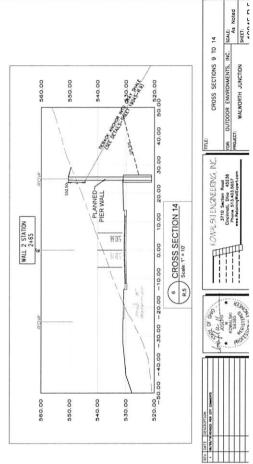


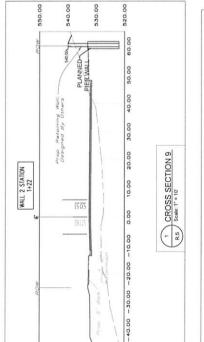










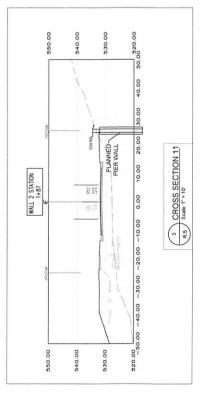


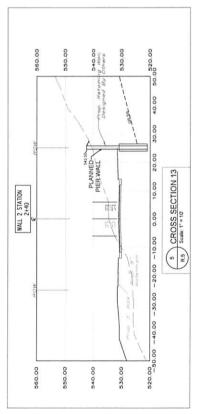
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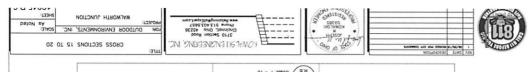
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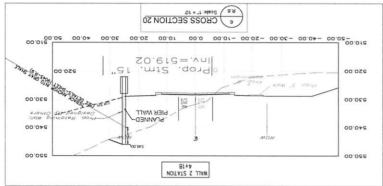
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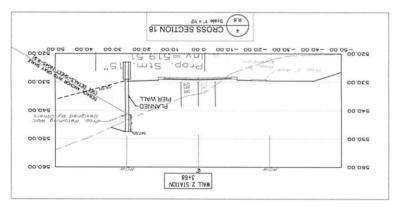
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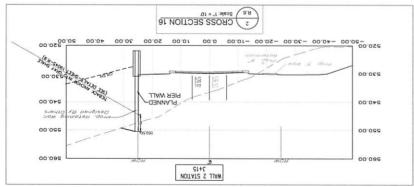


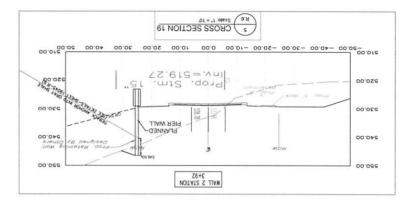


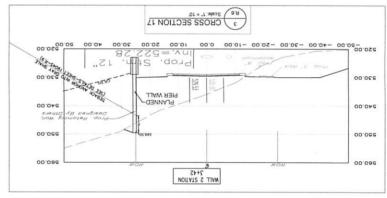


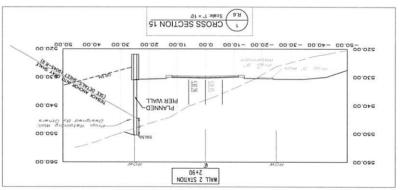


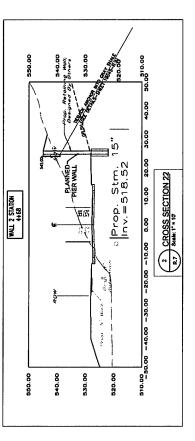


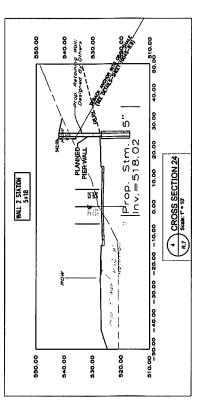


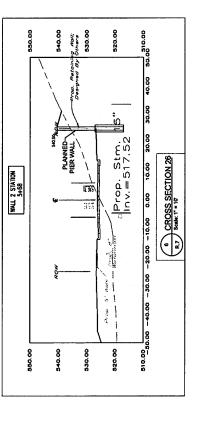






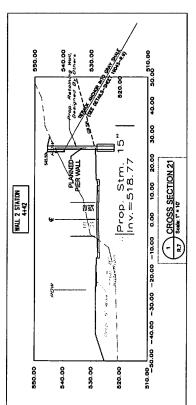


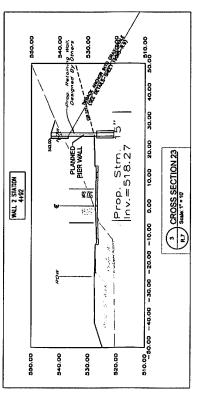


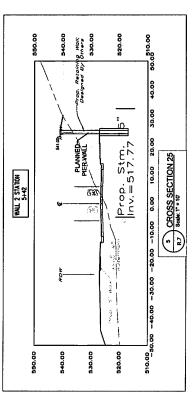


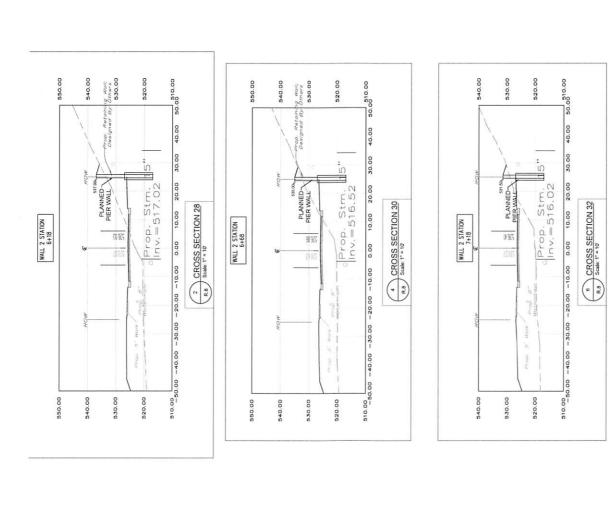


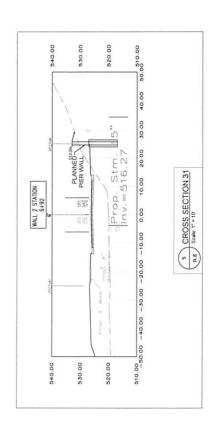
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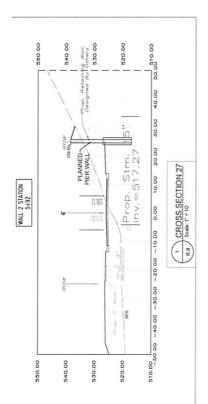








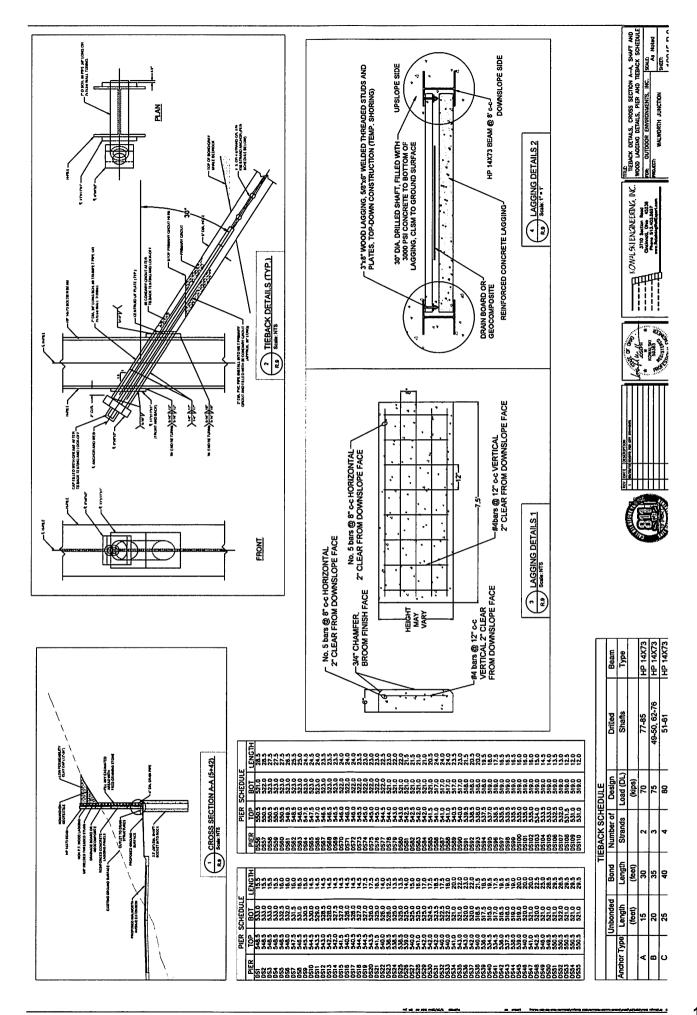


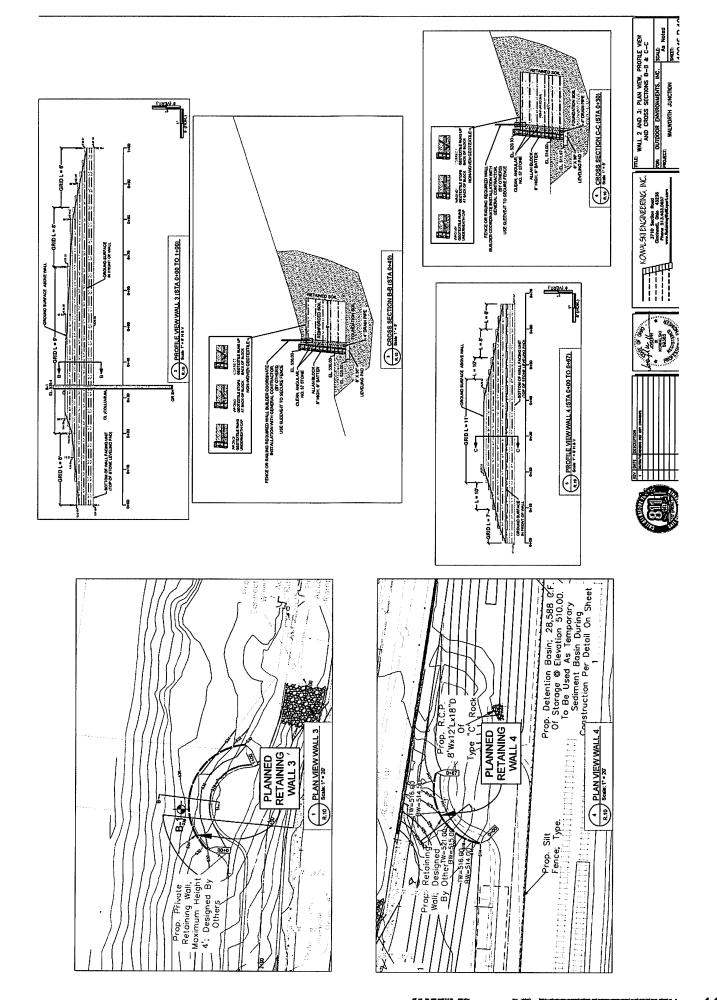


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TIEBACK TESTING REQUIREMENTS FOR PIER WALL



October 21, 2020

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: LEGISLATIVE RESOLUTION - WALWORTH DEVELOPMENT

Attached is an Emergency Resolution captioned as follows:

**DECLARING** by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the Ohio Revised Code.

# BACKGROUND/CURRENT CONDITIONS

The project site is located at 3100 Walworth Avenue, Cincinnati in the East End neighborhood of Cincinnati. In total, the site includes 7.1410 acres of vacant, unimproved land. The City previously approved the sale of approximately 1.6 acres of City-owned property that was managed by the City's Parks Department for construction of the public infrastructure (Ordinance 60-2020). The whole assembled site comprises the Homerama Development proposed by East End Developers LLC.

# DEVELOPER INFORMATION

East End Developers, LLC, an affiliate of Meierjohan Building Group – led by Thomas J. Ackermann and Ralph Meierjohan, will be the developing entity of the site. T.J. Ackermann and Ralph Meierjohan have each been developing and building communities in the Greater Cincinnati area for the past 30 years. Together they have a large wealth of knowledge and experience in the field of real estate development, construction, and project management. Upon completion of public improvements and site preparation, third party home builders will purchase parcels for single-family home development from East End Developers, LLC.

# PROJECT DESCRIPTION

Legislative Resolution of Necessity Walworth Junction-East End Development, LLC Page 2 of 3

Developer will remediate a contaminated brownfield site at 3101 Walworth Avenue in the East End neighborhood and prepare the site for the construction of 39 single family homes. This is the site of <a href="Homerama@WalworthJunction">Homerama@WalworthJunction</a> in partnership with the Greater Cincinnati Home Builders Association. Developer will cause construction of the 39 single family homes; each home will consist of approximately 3,000 square feet of living space and range in sales price from \$800,000 to \$1,600,000. In addition, the Developer will be seeking LEED Neighborhood Development – a first in the City of Cincinnati – requiring all homes built in the subdivision to meet LEED Gold standards.

Developer will also construct several public infrastructure improvements. This includes sidewalks, extension of the Walworth Avenue Street, stormwater, sewer, public signage, remediation of certain environmental conditions and other related improvements to the Walworth Junction housing sub-division.

# SPECIAL ASSESSMENT

This Resolution is being submitted in response to a petition received from owners comprising 38 lots within the Homerama site to assess the costs of the public infrastructure against the lots. The assessment will assess an estimated \$3,740,848.70 of eligible public infrastructure costs and associated financing costs over a 15-year period. The estimated per lot assessment is \$10,000 per year per lot.

Upon approval of this Resolution, subsequent legislation will be submitted to City Council for consideration after the two-week notice period required under the Ohio Revised Code for the Legislative Resolution. This additional legislation will include public infrastructure financing legislation for both the Special Assessment and Project TIF in cooperation with the Port Authority.

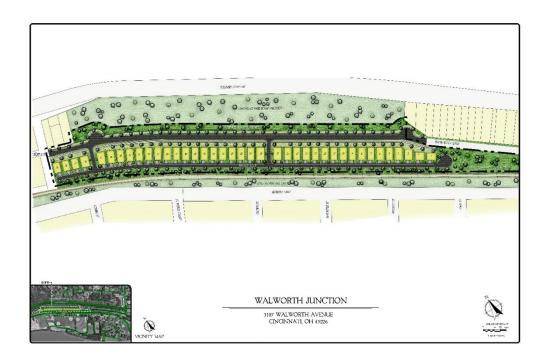
# RECOMMENDATION

The Administration recommends approval of this Emergency Resolution. The reason for the emergency clause is the immediate need to transfer the city owned land in order to facilitate the completion of the project and construction of all of the homes at the earliest possible time.

Attachment: A. Property location and Proposed Site Plan

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

# Attachment A: Site Plan



# **EMERGENCY**

# Legislative Resolution



RESOLUTION NO.	- 2020
RESULUTION NO.	-

**DECLARING** by legislative resolution the necessity of improving Walworth Avenue by constructing an extension thereto, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install the foregoing; and acquiring, constructing, and installing other related improvements, and of assessing certain lots adjacent to Walworth Avenue, as extended, for costs of those improvements, in accordance with Chapter 727 of the Ohio Revised Code.

WHEREAS, the owners of one hundred percent (100%) of the lands to be assessed for the construction of an extension of Walworth Avenue, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installation of retaining walls; acquisition of land necessary to construct and install of the foregoing; and acquisition, construction, and installation of other related improvements (collectively, the "Public Infrastructure Improvements"), have executed and filed with this Council a *Petition* dated as of September 15, 2020 (the "Petition"), proposing the necessity of special assessments to pay the costs of the Public Infrastructure Improvements; and

WHEREAS, the plans, specifications, profiles, and estimates of cost related to the Public Infrastructure Improvements are on file with the Clerk of Council; and

WHEREAS, (i) it is necessary and desirable to undertake and carry out the Public Infrastructure Improvements to improve the City's transportation network and accessibility, to increase the amount of developable land within the City, to promote the public's health, safety and welfare, and for the other public purposes identified herein; (ii) the property to be assessed is specially benefited by the special assessments; and (iii) the special assessments have been petitioned for by the owners of 100% of the property to be assessed; now, therefore,

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

Section 1. That the recitals hereof are hereby incorporated by reference, and each capitalized term not otherwise defined in this Resolution or by reference to another document shall have the meaning assigned to it in the Petition, which Petition is hereby approved and accepted, and a copy of which is attached to this Resolution as Attachment A.

Section 2. That it is hereby declared necessary, and a public purpose of the City, to improve Walworth Avenue, located in the East End neighborhood of Cincinnati by constructing an extension thereof, together with curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer; necessary remediation of soil in the related right-of-way; installing retaining walls; acquiring land necessary to construct and install of the foregoing; and acquiring, constructing, and installing other related improvements, as further described in the Petition submitted by the owners of one hundred percent (100%) of the lands to be assessed and the profile, plans, and specifications therefor, each of which are on file with the Clerk of Council (the "Public Infrastructure Improvements"). The Petition, profile, plans and specifications have been, and will remain, open to inspection by all interested persons.

Section 3. That Council finds and determines that (a) all of the Public Infrastructure Improvements are so situated in relation to each other that in order to complete the Public Infrastructure Improvements in the most practical and economical manner, they should be constructed and improved at the same time, with the same kind of materials, and in the same manner; and (b) the Public Infrastructure Improvements shall be treated as a single improvement, pursuant to Section 727.09 of the Ohio Revised Code ("ORC").

Section 4. That Council determines and declares that (a) the Public Infrastructure Improvements are an essential and vital public, municipal governmental purpose of the City, necessary in order to improve the City's transportation network and accessibility, to increase the amount of developable land within the City, and to promote the public's health, safety, and welfare; and (b) in order to fulfill these public purposes of the City, it is necessary and proper to provide for the construction of the Public Infrastructure Improvements.

Section 5. That the plans, specifications, profiles, and estimates of the costs of the Public Infrastructure Improvements, all now on file in the office of the Clerk of Council, are hereby

approved. The Public Infrastructure Improvements shall be made in accordance with the plans, specifications, profiles, and estimates of the costs of the Public Infrastructure Improvements.

Section 6. That Council hereby determines that (a) the Petition has been signed by 100% of the owners of the lands specially benefited by the Public Infrastructure Improvements, and (b) the Public Infrastructure Improvements constitute street improvements petitioned for by 100% of the owners of the property benefited and to be specially assessed for the costs thereof. In accordance with the Petition, \$3,740,848.70 of the "Assessable Cost" (as defined and described in the Petition) of the Public Infrastructure Improvements, together with financing and interest costs in connection with the issuance and repayment of related indebtedness by the City, shall be paid by the assessments levied against such specially benefited properties beginning with tax year 2021 and first collectable in 2022.

Section 7. That the method of levying said special assessments shall be in proportion to the benefits received, as set forth in the Petition. The portion of the costs of the Assessment Project allocable to the City will be 0%.

Section 8. That the lots to be assessed for the Public Infrastructure Improvements shall include numbered lots 1 through 34, and lots 36 through 39, as more particularly described on Exhibit A to the Petition, and depicted on Exhibit C to the Petition (the "Assessed Property"), all of which are hereby determined to be specially benefited by the Public Infrastructure Improvements, and shall exclude the common areas and right-of-way described on Exhibit A to the Petition, and depicted on Exhibit C to the Petition.

Section 9. That the costs of the Public Infrastructure Improvements to be paid for directly or indirectly, in whole or in part, by funds derived from the special assessments may include but is not limited to those "Direct Costs" and "Indirect Costs" identified in the Petition, all together with interest thereon, administrative expenses with respect thereto, and

other allowable costs of the Public Infrastructure Improvements, as provided in ORC Chapter 727.

Section 10. That the special assessments for the Public Infrastructure Improvements to be levied shall be paid in 30 semi-annual installments beginning in 2022 (with respect to tax year 2021, the first tax year for which the assessments for the Public Infrastructure Improvements are to be levied) or otherwise in the manner provided by the Hamilton County Treasurer. One hundred percent (100%) of the owners of the Assessed Property have waived the right to pay the assessments in cash within thirty (30) days after the first publication of the notice of the assessing ordinance.

Section 11. That Council hereby accepts and approves the waivers contained in the Petition of all further notices, hearings, claims for damages, rights to appeal, and other rights of property owners under the law, including, but not limited to, those specified in ORC Chapter 727, and consents to the immediate imposition of the special assessments upon the Assessed Property.

Section 12. That the Port of Greater Cincinnati Development Authority, in cooperation with the City, and pursuant to a separate City ordinance, intends to issue bonds to finance the construction of the Public Infrastructure Improvements, a portion of which the City anticipates will be repaid via the special assessments collected.

Section 13. That the estimated assessments of the Assessable Costs of the Public Infrastructure Improvements in accordance with the method of assessment set forth in the Petition and this resolution, showing the amount of the assessment against each lot of land to be assessed, are now on file with the Clerk of Council.

Section 14. That the assessments shall be used to construct the Public Infrastructure Improvements, to repay indebtedness incurred in order to finance the construction of the Public

Infrastructure Improvements, and to cover administrative and other expenses related to the foregoing.

Section 15. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

Section 16. That notice of the passage of this resolution has been waived by the owners of 100% of the Assessed Property.

Section 17. That this resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to improve the City's transportation network and accessibility and increase the amount of developable land within Cincinnati as soon as possible.

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

# ATTACHMENT A

# **PETITION**

# TO THE COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, JNB Custon Homes, LLC, an Ohio limited liability company, Jay and Lisa Silverthorne, husband and wife, Ollinger Holdings LLC, an Ohio limited liability company, O'Daniel, LLC, an Ohio limited liability company, Frazier Custom Homes, LLC, an Ohio limited liability company, Cary and Patricia Belyea, husband and wife, 11503 Springfield Pike LLC, an Ohio limited liability company, and East End Development LLC, an Ohio limited liability company (collectively, the "Owner") represents and warrants that it is, on the date of this Petition and on the date of submission of this Petition to the Council of the City of Cincinnati ("City Council"), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference, less lot 35 which is not the subject of this petition ("Property"), and that the Property includes one hundred percent (100%) of the area and lots and lands benefited by and to be assessed for the improvements hereinafter described ("Assessed Lands").

Petition for Public Improvements. The Owner (together with its grantees or transferees, and its and their successors and assigns as owners of any of the lots and lands included in the Assessed Lands, "Owners"), hereby respectfully petitions this City Council for the public improvements described in Exhibit B attached hereto, which Exhibit is incorporated herein by this reference (collectively, "Public Infrastructure Improvements"), as the same are further described and detailed in the plans, specifications, profiles and estimates of cost (collectively, "Plans") filed in the office of the Clerk of Council of the City of Cincinnati ("City") prior to or concurrently with the filing of this Petition.

Assessed Lands. The Assessed Lands shall solely include lots 1 through 34 and 36 through 39 included within the Property as depicted in <a href="Exhibit C">Exhibit C</a> attached hereto, and shall exclude lot 35 and the real property dedicated as right-of-way for the Public Infrastructure Improvements and the common areas not included in lots 1 through 39, each as depicted in Exhibit C ("Excluded Properties").

Costs to be Assessed; Period of Assessment. The undersigned further requests, on behalf of the Owners, that 100% of the total assessable cost of the Public Infrastructure Improvements, determined subject to and as further described herein and in the Plans ("Assessable Cost"), be assessed upon the lots and lands constituting the Assessed Lands, with such assessments ("Special Assessments") to be allocated and assessed to the Assessed Lands in proportion to the benefits received, as further described herein, and to be payable, when levied, semi-annually for not more than fifteen (15) years.

The Assessable Cost of the Public Infrastructure Improvements may include, if so elected by the City, any one or more of the following costs:

(a) all costs ("Direct Costs") incurred with respect to the design, engineering, acquisition, construction, installation and equipping of the Public Infrastructure Improvements including, without limitation, the following to the extent applicable: (i) the purchase price of real estate or any interest therein when acquired by purchase; (ii) the cost of preliminary and other surveys and designs; (iii) the cost of preparing plans, specifications, profiles, and estimates; (iv)

the cost of printing, serving, and publishing notices, resolutions, and ordinances; (v) the cost of all special proceedings; and (vi) the cost of labor and material, whether furnished by contract or otherwise, together with reasonable construction management fees; and

all costs ("Indirect Costs") incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Public Infrastructure Improvements including, without limitation, the following: (i) with respect to the issuing or servicing of any revenue, general obligation or other bonds ("Bonds") that may be issued by the City, or the Port of Greater Cincinnati Development Authority (the "Port") under an agreement with the City, in anticipation of collection of the Special Assessments (whether or not also issued in anticipation of other revenues) or otherwise, to finance the Public Infrastructure Improvements (or to refund Bonds previously issued to finance the Public Infrastructure Improvements or refund prior Bonds), subject to the limitations established in the ordinance levying the assessments (or such other ordinances as may be applicable), together with any bond service charges or other like charges, administrative expenses and transaction costs, including by way of example and not of limitation, the following: (A) interest on the Bonds at fixed or variable rates in effect from time to time; (B) costs of obtaining, maintaining or reimbursing payments under letters of credit or other credit enhancement facilities issued to secure payments relating to the Bonds; (C) reserve funds, replenishment of reserve funds, and payment of costs of letters of credit or surety bonds obtained in lieu of funding a reserve fund, or reimbursement of draws thereunder, but subject to the limitation included in this Petition; (D) the fees and expenses of a qualified corporate bond trustee for the Bonds, if applicable; (E) all usual and customary costs of issuance fees, charges and expenses and administrative charges by the City in connection with the issuance of the Bonds, the imposition of the Special Assessments and the implementation of the Public Infrastructure Improvements; and (F) any other usual and customary fees and administrative expenses incurred by the City, the Port, or a trustee in connection with the issuance, servicing or enforcement of the Bonds, the payment of bond service charges or other like charges or the collection and enforcement of the Special Assessments; (ii) without limiting the Owners' waiver of the same, the total amount of damages, resulting from the Public Infrastructure Improvements, assessed in favor of any owner of lands affected by the Public Infrastructure Improvements and interest thereon; (iii) the cost incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments, including reasonable administrative and legal expenses incurred by reason of the Public Infrastructure Improvements, the financing thereof, or the Special Assessments; and (iv) incidental costs, including reasonable administrative and legal expenses, directly connected with the Public Infrastructure Improvements;

All together with interest thereon, administrative expenses with respect thereto and other allowable costs of the Public Infrastructure Improvements, as provided in Chapter 727 of the Ohio Revised Code ("Assessment Act");

Estimated Assessments. In connection with this Petition and in furtherance of the purposes hereof, the Owner acknowledges that it has reviewed the Plans, including the estimated costs of the Public Infrastructure Improvements (including any debt service relating thereto), prepared by Abercrombie & Associates, Inc., and now on file with the Clerk of Council. In connection with this Petition and in furtherance of the purposes hereof, the Owner further acknowledges that it has reviewed the estimated Special Assessments to be levied for the Public Infrastructure Improvements, including all estimated costs to be included therein which are now

on file with the Clerk of Council, and acknowledges and agrees that the estimated Special Assessments have been determined in accordance with this Petition.

Benefit. The undersigned Owner acknowledges and agrees that the Special Assessments as contemplated herein do not exceed the benefit to be received by the Assessed Lands as a result of the Public Infrastructure Improvements. The undersigned Owner further acknowledges and agrees, in consideration of the construction of the Public Infrastructure Improvements by or on behalf of the City, that no property in the City, other than the Property, will receive special benefits from the Public Infrastructure Improvements, and requests that the amount that would have been assessed on any other property in the City, except for the absence of any special benefit to that other property, be assessed upon the Assessed Lands, and that the balance of the total costs of the Public Infrastructure Improvements to be assessed by the City be assessed on the Assessed Lands.

Acknowledgments, Consents and Waivers. The undersigned Owner consents and requests that the Special Assessments be levied and collected without limitation as to the value of the property assessed and hereby waives any and all rights, benefits, and privileges specified by the Assessment Act, including by Ohio Revised Code Sections ("ORC §§") 727.03 and 727.06 or by any other section thereof restricting said assessments to thirty-three and one-third percent (33-1/3%) of the actual improved value of said lots and lands as enhanced by the Public Infrastructure Improvements made or to be made, or under ORC §727.04 or any other section thereof limiting assessments for re-improvements where an assessment has been levied and paid previously. The undersigned further waives any and all damages or claims for damages of whatsoever kind, character or description growing out of or resulting from the Public Infrastructure Improvements or the making thereof including, by way of example and not of limitation, all rights, benefits, and privileges which are specified by ORC §§727.18 through 727.22, inclusive, and ORC §727.43.

The undersigned Owner further waives all notices and procedures required for the making of the Public Infrastructure Improvements or the imposition of the Special Assessments, including (by way of example and not of limitation) notice of the adoption of the resolution of necessity and the filing of estimated assessments, the equalization of the estimated assessments, any increase in the cost of labor and materials or financing-related costs over the estimated cost thereof, and the passage of the assessing ordinance, and including (also by way of example and not of limitation) such notices as are authorized and required by ORC §§727.13, 727.16, 727.17, 727.24 and 727.26. The undersigned Owner further waives the strict construction of proceedings specified by ORC §727.40 and expressly agrees that the proceedings shall be liberally construed in all respects to support the imposition and collection of the Special Assessments in the amounts levied pursuant to this Petition; waives the lapse or waiver of the lien of the Special Assessments after two years as specified by ORC §727.34, and expressly agrees, as a covenant running with the land and to be further evidenced by the declaration referred to and to be recorded as described below, that such lien does and shall continue in force so long as any of the Special Assessments remain on the tax list uncollected; and waives any and all irregularities and defects in the proceedings for the imposition of the Special Assessments and such lien.

The undersigned Owner, on behalf of itself and any other Owners from time to time, hereby waives any other procedural or other requirements with respect to the imposition of special assessments to the extent any such requirement would (i) be inconsistent with or in

addition to the procedures described in this Petition or (ii) if not met, result in the invalidity or illegality of all or a portion of the Special Assessments.

Covenants of Owners. In consideration of the special benefits conferred by the Public Infrastructure Improvements, the undersigned Owner covenants and agrees that it will (so long as it is an Owner of Assessed Lands), and that each other Owner will, pay promptly all Special Assessments levied against those Assessed Lands owned by such Owner as they come due and before they become delinquent, and further agrees that the determination by the City Council of the Special Assessments to be imposed against the Assessed Lands will be final, conclusive and binding upon each and all of the Assessed Lands and each such Owner (except as may be subsequently amended by the City Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Bonds remain outstanding, upon the transfer of any of the Assessed Lands or any portion thereof to any transferee: (a) to disclose the existence of any outstanding Special Assessments for the Public Infrastructure Improvements, (b) to pay or cause to be paid prior to any such transfer, as a condition to the effectiveness of the delivery of any deed or instrument of transfer, all Special Assessments then or theretofore due and payable with respect to the Assessed Lands to be transferred, and (c) to require that each such transferee agree to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations; provided that recording of a declaration against all of the Assessed Lands making such disclosures, imposing such obligations and providing for the waiver by any transferee of any rights that the undersigned Owner has waived pursuant to this Petition, shall constitute full satisfaction of the requirements of clauses (a) and (c) of this sentence. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid and the Bonds remain outstanding, the deed or instrument of transfer to any transferee shall provide for (i) the acquisition of such property subject to any outstanding Special Assessments imposed on such property and for the waiver by such transferee of any rights that the undersigned Owner has waived pursuant to this Petition and (ii) the requirement that each transferee from time to time of any of the Assessed Lands covenant to include in the deed or instrument of transfer to any subsequent transferee the conditions described in clause (i) of this sentence so long as any such Special Assessments remain unpaid and the Bonds remain outstanding; provided, that if a declaration conforming to the requirements of this Petition shall have been recorded with respect to all of the Assessed Lands, the deed or instrument of transfer may instead make specific reference to that declaration. For purposes of this Petition, the term "transfer" shall include any transfer or assignment of either the controlling voting interest, or of all or substantially all of the economic interest, in any entity formed for the purpose of owning (or otherwise owning) one or more parcels included in the Assessed Lands as all or a substantial part of the assets of such entity, but excluding a collateral assignment for security purposes only.

Apportionment of Special Assessments. Owner hereby certifies that the special benefits attributable to the Public Infrastructure Improvement will inure to the future owners of each lot equally. Therefore, subject to applicable law, the Special Assessments shall be apportioned equally to each lot within the Assessed Lands, as shown in Exhibit D.

Additional Agreements and Waivers of Owners: The undersigned Owner understands and requests that the Special Assessments be collected semi-annually to pay debt service and other related costs of the Bonds (and any related Bond Obligations) issued to pay costs of the

Public Infrastructure Improvements. The undersigned Owner hereby waives its right to receive notice of the Special Assessments and further waives its right to pay the Special Assessments in cash prior to certification of the Special Assessments to the County Auditor. To the extent, if any, not included above, the undersigned Owner further waives any and all irregularities and defects in the proceedings for the Special Assessments, the issuance of the Bonds, and the certification, collection and enforcement of the Special Assessments and the lien thereof.

The undersigned Owner further consents and agrees that all legislation required to be enacted to permit the Public Infrastructure Improvements to commence immediately be enacted at one City Council meeting, including the resolution of necessity specified in Section 727.12 of the Revised Code, the ordinance to proceed specified in Section 727.23 of the Revised Code and the assessing ordinance specified in Section 727.25 of the Revised Code, and further consents and requests that the Special Assessments shall be levied and may be collected before the actual cost of the Public Infrastructure Improvements is ascertained. The Owner, and each of the Owners, specifically agrees that it will not contest, in a judicial or administrative proceeding the Special Assessments levied against the Assessed Lands for the Public Infrastructure Improvements.

Petition Binds all Future Owners. Whether or not expressly stated herein, each and every covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition made by the undersigned Owner is and shall constitute a covenant running with the Assessed Lands, made for and on behalf of each Owner from time to time of any and all of the Assessed Lands, and each of their successors and assigns, as if each such Owner (or successor or assign) had owned the Assessed Lands on the dates of this Petition and its submission to City Council, and had joined in the execution hereof. The undersigned Owner hereby acknowledges and affirms, for itself and on behalf of each Owner from time to time, that (i) it intends that the City rely on each covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition, and (ii) if the City elects to levy the Special Assessments and otherwise take the actions contemplated hereby, that the City is acting in consideration of each such covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition.

Declaration. The undersigned Owner further covenants and agrees to sign and deliver a declaration or other instrument, in form satisfactory to the City, acknowledging the imposition and lien of the Special Assessments against the Assessed Lands, the amounts of the Special Assessments levied on the Assessed Lands, the period during which the Special Assessments are expected to be due and payable and the other matters referred to herein, for recording in the Official Records of Hamilton County, Ohio at or prior to the issuance of the Bonds, and to cause the holder of any existing liens on the Property to expressly join in that declaration for the purpose of expressly subordinating its lien to the lien of the Special Assessments.

Authority to Sign. The undersigned signatory represents and warrants that he has full right and authority to sign this Petition and no other signatures or approvals are required.

[Signature Page Follows]

LOT 23 OWNER:

JNB Custom Homes, LLC

By: Name: To

Dated: Septem

,2020

STATE OF OHIO

COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by John Boyle, Dwall of JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022

RIAL

LOT 28 OWNER:

JAY AND LISA SILVERTHORNE

By: Jay Myerthorne

Dated: September 11, 2020

STATE OF OHIO

COUNTY OF HAMILTON

Notary Public

My commission expires: 10-4-202

Hamman My C

# LOT 30 OWNER:

# **OLINGER HOLDINGS LLC**

By: Name:	BONT) 0/10	hra
Its:	0WN12	

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 1/h day of September, 2020 by Pradolinger, Owner of Olinger Holdings LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10.4-2012

LOT 34 OWNER:

O'DANIEL, LLC

By: Quan O	Dome
By: Sum O. Name: Osingo Its: nember	O'Donie!
Dated: <u>9-8</u>	, 2020

STATE OF OHIO KENTUCKY

COUNTY OF HAMILTON ) BOOME

The forego	ing instrument was	acknowledged before	me this 8	day of
	2020 by Quinn O'C			of
O'Daniel, LLC, an	Ohio limited liability	company, on behalf o	f the company.	This is an
acknowledgment, ar	id no oath or affirmation	n was administered to t	he signer with reg	ard to this
acknowledgment.		$\sim 1$	$\sim 0$	
		/ 1/	/ W./	

Sara Sterling #628854 NOTARY PUBLIC STATE AT LARGE KENTUCKY

MY COMMISSION EXPIRES August 27, 2023

Notary Public

My commission expires:

[This page reserved.]

#### LOT 36 OWNER:

# FRAZIER CUSTOM HOMES, LLC

By:	1/27	_
By: Name:	ANDRE FRAT	IER
Its:	President	
Dated:	9-8	. 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this \$7h day of September, 2020 by Andre Frazier, President of Frazier Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

My commission expires: 10-4-2022

RIAL SOLUTION OF THE PARTY OF T

#### LOT 37 OWNER:

#### CARY AND PATRICIA BELYEA

Cary Belyea

y: takician Be

Patricia Belyea

Dated: Sept. 15, 2020

STATE OF OHIO

COUNTY OF HAMILTON

The foregoing instrument was acknowledged before me this 15 day of September, 2020 by Cary Belyea and Patricia Belyea, husband and wife. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Yotary Public

My commission expires: 8-12-23

PIA V

AARON A. FOSTER Notary Public, State of Ohlo My Commission Expires 08-12-2023

LOT 39 OWNER:

11503 SPRINGFIELD PIKE LLC

By: Edevolución Name: E DUATO W. WOLTER MANS Its: OWNER

Dated: <u>09-09</u>, 2020, 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 9 day of Systembur, 2020 by Edward W. Wolferman, Owner of 11503 Springfield Pike LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022

My SALES

LOTS 1-27,29, 31-33, 38 And O.S. Parcels A & B OWNER:

#### EAST END DEVELOPMENT LLC

By: Kenny G. Achermann

Name: Manas J. Achermann

Its: Manasing Member

Dated: SEPTEMBER HTM , 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 4 day of September, 2020 by Thomas J. Ockermann, Managin Member of East End Development LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

l l

Notary Public

My commission expires: 10-22-2022

# **EXHIBIT A**

# DESCRIPTION OF PROPERTY

Situate in Section 31, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot Numbers 1-39, inclusive and Open Space Parcels A and B of Walworth Junction Subdivision as recorded in Plat Book 480, Pages 29 - 31 of the Hamilton County, Ohio Records.

Lot 15 Parcel No. 031-0002-0128  Lot 16 Parcel No. 031-0002-0129  Lot 17 Parcel No. 031-0002-0130  Lot 37 Parcel No. 031-0002-0150  Lot 18 Parcel No. 031-0002-0131  Lot 19 Parcel No. 031-0002-0132  Lot 20 Parcel No. 031-0002-0133  O. S. "A" Parcel No. 031-0002-0152  O. S. "A" Parcel No. 031-0002-0150  O. S. "A" Parcel No. 031-0002-0152
Lot 20 Parcel No. 031-0002-0133 O. S. "A" Parcel No. O. S. "B" Parcel No.

#### EXHIBIT B

# PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following public improvements:

Approximately 1,635 lineal feet of roadway, along with commensurate curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer.

Remediation of soil in the new public right of way (including testing the area, excavating contaminated soil, and having the contaminated soil shipped to an off site approved EPA landfill).

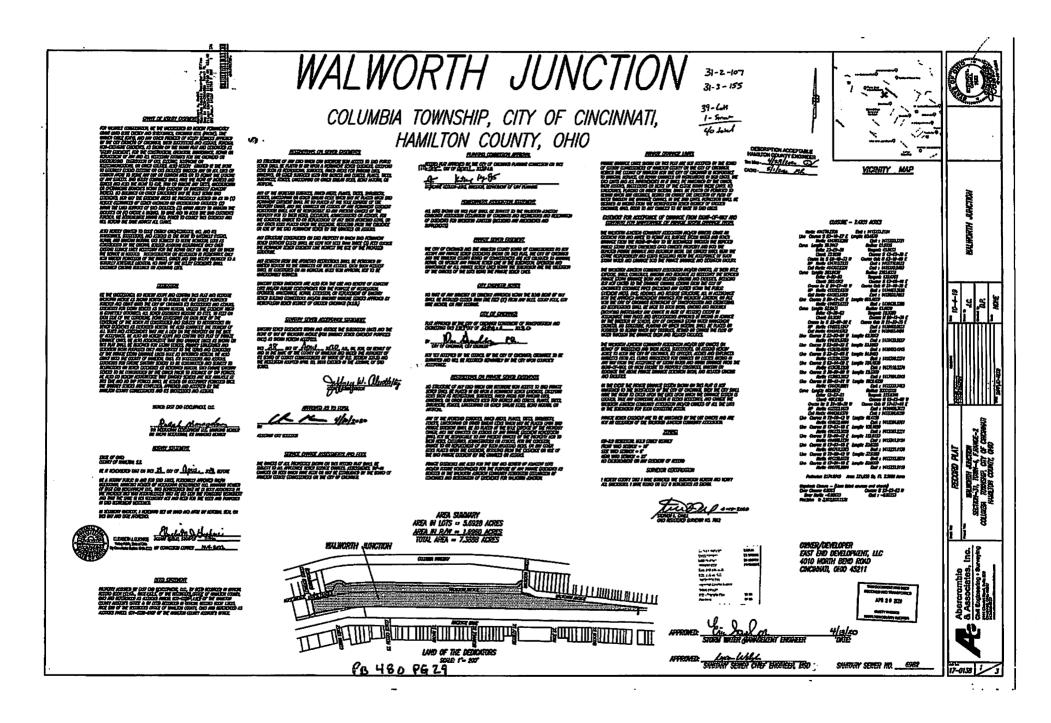
Installation of retaining walls to provide structural retaining for uphill City of Cincinnati Park Board property that is immediately adjacent to the new public right of way. All related geotechnical investigation, engineering, and inspection services related to the design and installation of these walls.

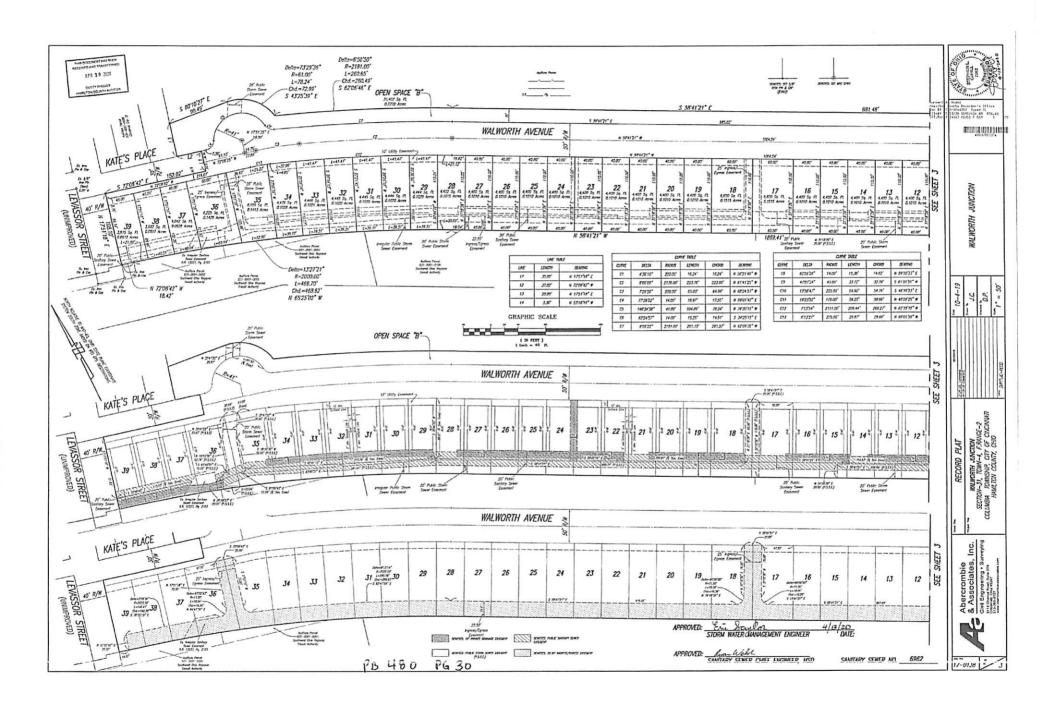
Acquisition of land necessary to construct the foregoing.

# EXHIBIT C

# DEPICTION OF THE PROPERTY

(SEE ATTACHED)





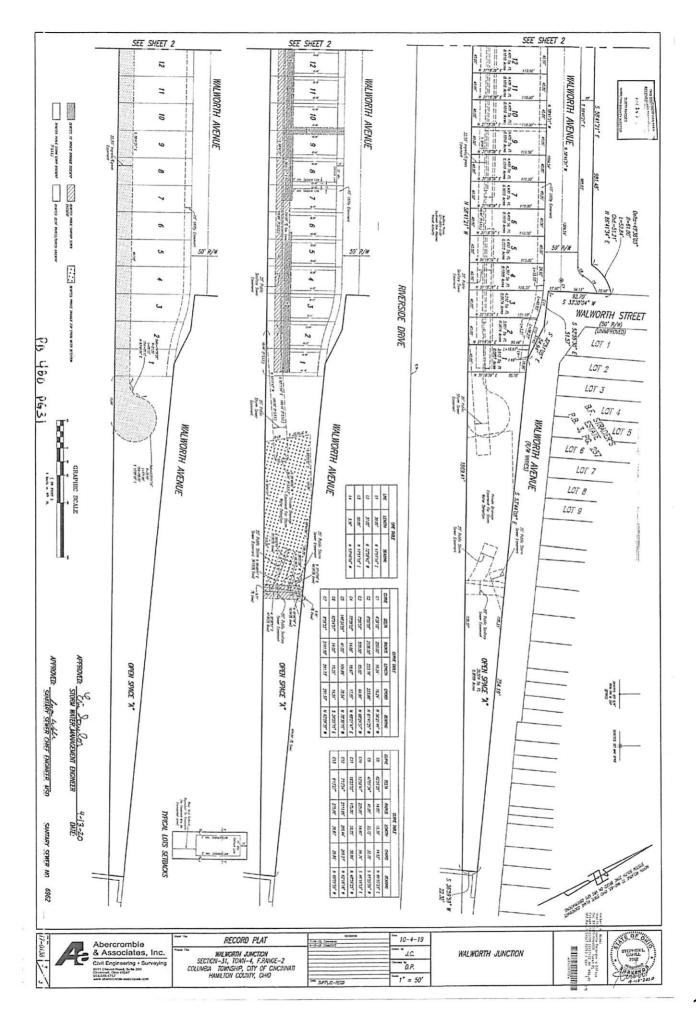


EXHIBIT D
ESTIMATED ASSESSMENTS

A	В	C	D
Assessed	Aggregate	Special Assessment By Lot	Semi-Annual
Lands Lot	Special	(B/38)	Installment of
Number	Assessment		Special
(lot number references			Assessment
refer to the numbered			(C/30)
lots within the			(i.e., this amount is to
Walworth Junction			be paid 30 times over
Subdivision Plat shown			a 15 year period
in Exhibit C above)			commencing with the
			payment of the first
			installment of the tax
			year 2021 tax bill)
1	\$5,700,000	\$150,000	\$5000.00
2	\$5,700,000	\$150,000	\$5000.00
3	\$5,700,000	\$150,000	\$5000.00
4	\$5,700,000	\$150,000	\$5000.00
5	\$5,700,000	\$150,000	\$5000.00
6	\$5,700,000	\$150,000	\$5000.00
7	\$5,700,000	\$150,000	\$5000.00
8	\$5,700,000	\$150,000	\$5000.00
9	\$5,700,000	\$150,000	\$5000.00
10	\$5,700,000	\$150,000	\$5000.00
11	\$5,700,000	\$150,000	\$5000.00
12	\$5,700,000	\$150,000	\$5000.00
13	\$5,700,000	\$150,000	\$5000.00
14	\$5,700,000	\$150,000	\$5000.00
15	\$5,700,000	\$150,000	\$5000.00
16	\$5,700,000	\$150,000	\$5000.00
17	\$5,700,000	\$150,000	\$5000.00
18	\$5,700,000	\$150,000	\$5000.00
19	\$5,700,000	\$150,000	\$5000.00
20	\$5,700,000	\$150,000	\$5000.00

21	\$5,700,000	\$150,000	\$5000.00
22	\$5,700,000	\$150,000	\$5000.00
23	\$5,700,000	\$150,000	\$5000.00
24	\$5,700,000	\$150,000	\$5000.00
25	\$5,700,000	\$150,000	\$5000.00
26	\$5,700,000	\$150,000	\$5000.00
27	\$5,700,000	\$150,000	\$5000.00
28	\$5,700,000	\$150,000	\$5000.00
29	\$5,700,000	\$150,000	\$5000.00
30	\$5,700,000	\$150,000	\$5000.00
31	\$5,700,000	\$150,000	\$5000.00
32	\$5,700,000	\$150,000	\$5000.00
33	\$5,700,000	\$150,000	\$5000.00
34	\$5,700,000	\$150,000	\$5000.00
36	\$5,700,000	\$150,000	\$5000.00
37	\$5,700,000	\$150,000	\$5000.00
38	\$5,700,000	\$150,000	\$5000.00
39	\$5,700,000	\$150,000	\$5000.00
	<del></del>		<u> </u>

9910572.3

#### **PETITION**

#### TO THE COUNCIL OF THE CITY OF CINCINNATI, OHIO:

The undersigned, JNB Custon Homes, LLC, an Ohio limited liability company, Jay and Lisa Silverthorne, husband and wife, Ollinger Holdings LLC, an Ohio limited liability company, O'Daniel, LLC, an Ohio limited liability company, Frazier Custom Homes, LLC, an Ohio limited liability company, Cary and Patricia Belyea, husband and wife, 11503 Springfield Pike LLC, an Ohio limited liability company, and East End Development LLC, an Ohio limited liability company (collectively, the "Owner") represents and warrants that it is, on the date of this Petition and on the date of submission of this Petition to the Council of the City of Cincinnati ("City Council"), the owner of fee simple title to the real property described in Exhibit A attached hereto and incorporated herein by this reference, less lot 35 which is not the subject of this petition ("Property"), and that the Property includes one hundred percent (100%) of the area and lots and lands benefited by and to be assessed for the improvements hereinafter described ("Assessed Lands").

Petition for Public Improvements. The Owner (together with its grantees or transferees, and its and their successors and assigns as owners of any of the lots and lands included in the Assessed Lands, "Owners"), hereby respectfully petitions this City Council for the public improvements described in Exhibit B attached hereto, which Exhibit is incorporated herein by this reference (collectively, "Public Infrastructure Improvements"), as the same are further described and detailed in the plans, specifications, profiles and estimates of cost (collectively, "Plans") filed in the office of the Clerk of Council of the City of Cincinnati ("City") prior to or concurrently with the filing of this Petition.

Assessed Lands. The Assessed Lands shall solely include lots 1 through 34 and 36 through 39 included within the Property as depicted in <u>Exhibit C</u> attached hereto, and shall exclude lot 35 and the real property dedicated as right-of-way for the Public Infrastructure Improvements and the common areas not included in lots 1 through 39, each as depicted in <u>Exhibit C</u> ("Excluded Properties").

Costs to be Assessed; Period of Assessment. The undersigned further requests, on behalf of the Owners, that 100% of the total assessable cost of the Public Infrastructure Improvements, determined subject to and as further described herein and in the Plans ("Assessable Cost"), be assessed upon the lots and lands constituting the Assessed Lands, with such assessments ("Special Assessments") to be allocated and assessed to the Assessed Lands in proportion to the benefits received, as further described herein, and to be payable, when levied, semi-annually for not more than fifteen (15) years.

The Assessable Cost of the Public Infrastructure Improvements may include, if so elected by the City, any one or more of the following costs:

(a) all costs ("Direct Costs") incurred with respect to the design, engineering, acquisition, construction, installation and equipping of the Public Infrastructure Improvements including, without limitation, the following to the extent applicable: (i) the purchase price of real estate or any interest therein when acquired by purchase; (ii) the cost of preliminary and other surveys and designs; (iii) the cost of preparing plans, specifications, profiles, and estimates; (iv)

the cost of printing, serving, and publishing notices, resolutions, and ordinances; (v) the cost of all special proceedings; and (vi) the cost of labor and material, whether furnished by contract or otherwise, together with reasonable construction management fees; and

all costs ("Indirect Costs") incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments and the financing of the Public Infrastructure Improvements including, without limitation, the following: (i) with respect to the issuing or servicing of any revenue, general obligation or other bonds ("Bonds") that may be issued by the City, or the Port of Greater Cincinnati Development Authority (the "Port") under an agreement with the City, in anticipation of collection of the Special Assessments (whether or not also issued in anticipation of other revenues) or otherwise, to finance the Public Infrastructure Improvements (or to refund Bonds previously issued to finance the Public Infrastructure Improvements or refund prior Bonds), subject to the limitations established in the ordinance levying the assessments (or such other ordinances as may be applicable), together with any bond service charges or other like charges, administrative expenses and transaction costs, including by way of example and not of limitation, the following: (A) interest on the Bonds at fixed or variable rates in effect from time to time; (B) costs of obtaining, maintaining or reimbursing payments under letters of credit or other credit enhancement facilities issued to secure payments relating to the Bonds; (C) reserve funds, replenishment of reserve funds, and payment of costs of letters of credit or surety bonds obtained in lieu of funding a reserve fund, or reimbursement of draws thereunder, but subject to the limitation included in this Petition; (D) the fees and expenses of a qualified corporate bond trustee for the Bonds, if applicable; (E) all usual and customary costs of issuance fees, charges and expenses and administrative charges by the City in connection with the issuance of the Bonds, the imposition of the Special Assessments and the implementation of the Public Infrastructure Improvements; and (F) any other usual and customary fees and administrative expenses incurred by the City, the Port, or a trustee in connection with the issuance, servicing or enforcement of the Bonds, the payment of bond service charges or other like charges or the collection and enforcement of the Special Assessments; (ii) without limiting the Owners' waiver of the same, the total amount of damages, resulting from the Public Infrastructure Improvements, assessed in favor of any owner of lands affected by the Public Infrastructure Improvements and interest thereon; (iii) the cost incurred in connection with the preparation, levy, collection and enforcement of the Special Assessments, including reasonable administrative and legal expenses incurred by reason of the Public Infrastructure Improvements, the financing thereof, or the Special Assessments; and (iv) incidental costs, including reasonable administrative and legal expenses, directly connected with the Public Infrastructure Improvements:

All together with interest thereon, administrative expenses with respect thereto and other allowable costs of the Public Infrastructure Improvements, as provided in Chapter 727 of the Ohio Revised Code ("Assessment Act");

Estimated Assessments. In connection with this Petition and in furtherance of the purposes hereof, the Owner acknowledges that it has reviewed the Plans, including the estimated costs of the Public Infrastructure Improvements (including any debt service relating thereto), prepared by Abercrombie & Associates, Inc., and now on file with the Clerk of Council. In connection with this Petition and in furtherance of the purposes hereof, the Owner further acknowledges that it has reviewed the estimated Special Assessments to be levied for the Public Infrastructure Improvements, including all estimated costs to be included therein which are now

on file with the Clerk of Council, and acknowledges and agrees that the estimated Special Assessments have been determined in accordance with this Petition.

Benefit. The undersigned Owner acknowledges and agrees that the Special Assessments as contemplated herein do not exceed the benefit to be received by the Assessed Lands as a result of the Public Infrastructure Improvements. The undersigned Owner further acknowledges and agrees, in consideration of the construction of the Public Infrastructure Improvements by or on behalf of the City, that no property in the City, other than the Property, will receive special benefits from the Public Infrastructure Improvements, and requests that the amount that would have been assessed on any other property in the City, except for the absence of any special benefit to that other property, be assessed upon the Assessed Lands, and that the balance of the total costs of the Public Infrastructure Improvements to be assessed by the City be assessed on the Assessed Lands.

Acknowledgments, Consents and Waivers. The undersigned Owner consents and requests that the Special Assessments be levied and collected without limitation as to the value of the property assessed and hereby waives any and all rights, benefits, and privileges specified by the Assessment Act, including by Ohio Revised Code Sections ("ORC §§") 727.03 and 727.06 or by any other section thereof restricting said assessments to thirty-three and one-third percent (33-1/3%) of the actual improved value of said lots and lands as enhanced by the Public Infrastructure Improvements made or to be made, or under ORC §727.04 or any other section thereof limiting assessments for re-improvements where an assessment has been levied and paid previously. The undersigned further waives any and all damages or claims for damages of whatsoever kind, character or description growing out of or resulting from the Public Infrastructure Improvements or the making thereof including, by way of example and not of limitation, all rights, benefits, and privileges which are specified by ORC §§727.18 through 727.22, inclusive, and ORC §727.43.

The undersigned Owner further waives all notices and procedures required for the making of the Public Infrastructure Improvements or the imposition of the Special Assessments, including (by way of example and not of limitation) notice of the adoption of the resolution of necessity and the filing of estimated assessments, the equalization of the estimated assessments, any increase in the cost of labor and materials or financing-related costs over the estimated cost thereof, and the passage of the assessing ordinance, and including (also by way of example and not of limitation) such notices as are authorized and required by ORC §§727.13, 727.16, 727.17, 727.24 and 727.26. The undersigned Owner further waives the strict construction of proceedings specified by ORC §727.40 and expressly agrees that the proceedings shall be liberally construed in all respects to support the imposition and collection of the Special Assessments in the amounts levied pursuant to this Petition; waives the lapse or waiver of the lien of the Special Assessments after two years as specified by ORC §727.34, and expressly agrees, as a covenant running with the land and to be further evidenced by the declaration referred to and to be recorded as described below, that such lien does and shall continue in force so long as any of the Special Assessments remain on the tax list uncollected; and waives any and all irregularities and defects in the proceedings for the imposition of the Special Assessments and such lien.

The undersigned Owner, on behalf of itself and any other Owners from time to time, hereby waives any other procedural or other requirements with respect to the imposition of special assessments to the extent any such requirement would (i) be inconsistent with or in

addition to the procedures described in this Petition or (ii) if not met, result in the invalidity or illegality of all or a portion of the Special Assessments.

Covenants of Owners. In consideration of the special benefits conferred by the Public Infrastructure Improvements, the undersigned Owner covenants and agrees that it will (so long as it is an Owner of Assessed Lands), and that each other Owner will, pay promptly all Special Assessments levied against those Assessed Lands owned by such Owner as they come due and before they become delinquent, and further agrees that the determination by the City Council of the Special Assessments to be imposed against the Assessed Lands will be final, conclusive and binding upon each and all of the Assessed Lands and each such Owner (except as may be subsequently amended by the City Council to establish the final amount of said Special Assessments).

The undersigned Owner further covenants and agrees, so long as the Bonds remain outstanding, upon the transfer of any of the Assessed Lands or any portion thereof to any transferee: (a) to disclose the existence of any outstanding Special Assessments for the Public Infrastructure Improvements, (b) to pay or cause to be paid prior to any such transfer, as a condition to the effectiveness of the delivery of any deed or instrument of transfer, all Special Assessments then or theretofore due and payable with respect to the Assessed Lands to be transferred, and (c) to require that each such transferee agree to make such payments, make such disclosure to any subsequent transferee and require subsequent transferees to take on the same obligations; provided that recording of a declaration against all of the Assessed Lands making such disclosures, imposing such obligations and providing for the waiver by any transferee of any rights that the undersigned Owner has waived pursuant to this Petition, shall constitute full satisfaction of the requirements of clauses (a) and (c) of this sentence. As a condition to any transfer of Assessed Lands while any of the Special Assessments remain unpaid and the Bonds remain outstanding, the deed or instrument of transfer to any transferee shall provide for (i) the acquisition of such property subject to any outstanding Special Assessments imposed on such property and for the waiver by such transferee of any rights that the undersigned Owner has waived pursuant to this Petition and (ii) the requirement that each transferee from time to time of any of the Assessed Lands covenant to include in the deed or instrument of transfer to any subsequent transferee the conditions described in clause (i) of this sentence so long as any such Special Assessments remain unpaid and the Bonds remain outstanding; provided, that if a declaration conforming to the requirements of this Petition shall have been recorded with respect to all of the Assessed Lands, the deed or instrument of transfer may instead make specific reference to that declaration. For purposes of this Petition, the term "transfer" shall include any transfer or assignment of either the controlling voting interest, or of all or substantially all of the economic interest, in any entity formed for the purpose of owning (or otherwise owning) one or more parcels included in the Assessed Lands as all or a substantial part of the assets of such entity, but excluding a collateral assignment for security purposes only.

Apportionment of Special Assessments. Owner hereby certifies that the special benefits attributable to the Public Infrastructure Improvement will inure to the future owners of each lot equally. Therefore, subject to applicable law, the Special Assessments shall be apportioned equally to each lot within the Assessed Lands, as shown in Exhibit D.

Additional Agreements and Waivers of Owners: The undersigned Owner understands and requests that the Special Assessments be collected semi-annually to pay debt service and other related costs of the Bonds (and any related Bond Obligations) issued to pay costs of the

Public Infrastructure Improvements. The undersigned Owner hereby waives its right to receive notice of the Special Assessments and further waives its right to pay the Special Assessments in cash prior to certification of the Special Assessments to the County Auditor. To the extent, if any, not included above, the undersigned Owner further waives any and all irregularities and defects in the proceedings for the Special Assessments, the issuance of the Bonds, and the certification, collection and enforcement of the Special Assessments and the lien thereof.

The undersigned Owner further consents and agrees that all legislation required to be enacted to permit the Public Infrastructure Improvements to commence immediately be enacted at one City Council meeting, including the resolution of necessity specified in Section 727.12 of the Revised Code, the ordinance to proceed specified in Section 727.23 of the Revised Code and the assessing ordinance specified in Section 727.25 of the Revised Code, and further consents and requests that the Special Assessments shall be levied and may be collected before the actual cost of the Public Infrastructure Improvements is ascertained. The Owner, and each of the Owners, specifically agrees that it will not contest, in a judicial or administrative proceeding the Special Assessments levied against the Assessed Lands for the Public Infrastructure Improvements.

Petition Binds all Future Owners. Whether or not expressly stated herein, each and every covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition made by the undersigned Owner is and shall constitute a covenant running with the Assessed Lands, made for and on behalf of each Owner from time to time of any and all of the Assessed Lands, and each of their successors and assigns, as if each such Owner (or successor or assign) had owned the Assessed Lands on the dates of this Petition and its submission to City Council, and had joined in the execution hereof. The undersigned Owner hereby acknowledges and affirms, for itself and on behalf of each Owner from time to time, that (i) it intends that the City rely on each covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition, and (ii) if the City elects to levy the Special Assessments and otherwise take the actions contemplated hereby, that the City is acting in consideration of each such covenant, agreement, representation, warranty, certification, verification, waiver, imposition or other condition or term of this Petition.

**Declaration.** The undersigned Owner further covenants and agrees to sign and deliver a declaration or other instrument, in form satisfactory to the City, acknowledging the imposition and lien of the Special Assessments against the Assessed Lands, the amounts of the Special Assessments levied on the Assessed Lands, the period during which the Special Assessments are expected to be due and payable and the other matters referred to herein, for recording in the Official Records of Hamilton County, Ohio at or prior to the issuance of the Bonds, and to cause the holder of any existing liens on the Property to expressly join in that declaration for the purpose of expressly subordinating its lien to the lien of the Special Assessments.

Authority to Sign. The undersigned signatory represents and warrants that he has full right and authority to sign this Petition and no other signatures or approvals are required.

[Signature Page Follows]

LOT 23 OWNER:

JNB Custom Homes, LLC

By:
Name: John 7

Dated: September 8, 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 8th day of September, 2020 by John Boyle, Dwell of JNB Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022

LOT 28 OWNER:

		JAY AND LISA SILVERTHORNE
		By: Jay Silverthorne  By: Lisa Silverthorne
		Dated: September 11, 2020
STATE OF OHIO	) ) MILTON )	
Deptember,	2020 by Jay and Lisa Sil-	owledged before me this day of verthorne, husband and wife. This is an administered to the signer with regard to this
O TITZ STATE		Notary Public My commission expires: 104-2022
*	LIZABETH J. GUTHRIE Notary Public, State of Ohio Commission Expires 10-04-2022	

LOT 30 OWNER:

#### **OLINGER HOLDINGS LLC**

By:		
Name:	BOAD Olivher	
Its:	O(W) N) 4 0	

Dated: 58 p f 8 , 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this the day of September, 2020 by Bradollinger, Owner of Olinger Holdings LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022

E OF ORTH

Notary Public, State of Chio My Commission Expires 10-04-2022

LOT 34 OWNER:

O'DANIEL, LLC

Notary Public

My commission expires:

	By: <u>Oume</u> Name: <u>Onion</u> O'Done!  Its: <u>nember</u>	
	Dated: 9-8, 2020	
STATE OF OHIO KONTUCKY ) COUNTY OF HAMILTON ) BOONE		
O'Daniel, LLC, an Ohio limited liability of		

NOTARY PUBLIC

STATE AT LARGE

KENTUCKY MY COMMISSION EXPIRES August 27, 2023 [This page reserved.]

# LOT 36 OWNER:

# FRAZIER CUSTOM HOMES, LLC

Ву:	127	
Name:	ANDRE FRA	ZIER
Its:	President	
Dated:	9-8	, 2020

STATE OF OHIO	)
	)
COUNTY OF HAMILTON	)

The foregoing instrument was acknowledged before me this \$7h\$ day of September, 2020 by Andre Frazier, President of Frazier Custom Homes, LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022



#### LOT 37 OWNER:

#### CARY AND PATRICIA BELYEA

Cary Relyea

111.

Patricia Belvea

Dated: Sept. 15, 2020

STATE OF OHIO

COUNTY OF HAMILTON

Notary Public

My commission expires: 8-12-23

ARIALS

AARON A. FOSTER Notary Public, State of Ohio My Commission Expires 08-12-2023

LOT 39 OWNER:

11503 SPRINGFIELD PIKE LLC

By: Edwole	1. Illian
	W. WOLTERMAN
Its: OwnER	

Dated: 09-09, 2020, 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 9 day of September, 2020 by Edward W Wolferman, Owner of 11503 Springfield Pike LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-4-2022

S A LO E O

LOTS 1-27,29, 31-33, 38 And O.S. Parcels A & B OWNER:

# EAST END DEVELOPMENT LLC

Bv:	1 Dower	.0	Demen
			ACKERMANN
Its:	MANAGING	ME	MBER

Dated: SEPTEMBER HTM , 2020

STATE OF OHIO )
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 4 day of September, 2020 by Thomas J. Ockermann, Managing Member of East End Development LLC, an Ohio limited liability company, on behalf of the company. This is an acknowledgment, and no oath or affirmation was administered to the signer with regard to this acknowledgment.

Notary Public

My commission expires: 10-22-2022

ELIZ Nota My Com

# **EXHIBIT A**

# **DESCRIPTION OF PROPERTY**

Situate in Section 31, Town 4, Fractional Range 2, Columbia Township, City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

Being all of Lot Numbers 1-39, inclusive and Open Space Parcels A and B of Walworth Junction Subdivision as recorded in Plat Book 480, Pages 29 - 31 of the Hamilton County, Ohio Records.

Lot 1	Parcel No. 031-0002-0114	Lot 21 Parcel No. 031-0002-0134
Lot 2	Parcel No. 031-0002-0115	Lot 22 Parcel No. 031-0002-0135
Lot 3	Parcel No. 031-0002-0116	Lot 23 Parcel No. 031-0002-0136
Lot 4	Parcel No. 031-0002-0117	Lot 24 Parcel No. 031-0002-0137
Lot 5	Parcel No. 031-0002-0118	Lot 25 Parcel No. 031-0002-0138
Lot 6	Parcel No. 031-0002-0119	Lot 26 Parcel No. 031-0002-0139
Lot 7	Parcel No. 031-0002-0120	Lot 27 Parcel No. 031-0002-0140
Lot 8	Parcel No. 031-0002-0121	Lot 28 Parcel No. 031-0002-0141
Lot 9	Parcel No. 031-0002-0122	Lot 29 Parcel No. 031-0002-0142
Lot 10	Parcel No. 031-0002-0123	Lot 30 Parcel No. 031-0002-0143
Lot 11	Parcel No. 031-0002-0124	Lot 31 Parcel No. 031-0002-0144
Lot 12	Parcel No. 031-0002-0125	Lot 32 Parcel No. 031-0002-0145
Lot 13	Parcel No. 031-0002-0126	Lot 33 Parcel No. 031-0002-0146
Lot 14	Parcel No. 031-0002-0127	Lot 34 Parcel No. 031-0002-0147
Lot 15	Parcel No. 031-0002-0128	Lot 35 Parcel No. 031-0002-0148
Lot 16	Parcel No. 031-0002-0129	Lot 36 Parcel No. 031-0002-0149
Lot 17	Parcel No. 031-0002-0130	Lot 37 Parcel No. 031-0002-0150
Lot 18	Parcel No. 031-0002-0131	Lot 38 Parcel No. 031-0002-0151
Lot 19	Parcel No. 031-0002-0132	Lot 39 Parcel No. 031-0002-0152
Lot 20	Parcel No. 031-0002-0133	O. S. "A" Parcel No.
		O. S. "B" Parcel No.

#### EXHIBIT B

#### PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements include the following public improvements:

Approximately 1,635 lineal feet of roadway, along with commensurate curbs, street lighting, streetscaping, sidewalks, water mains, and storm and sanitary sewer.

Remediation of soil in the new public right of way (including testing the area, excavating contaminated soil, and having the contaminated soil shipped to an off site approved EPA landfill).

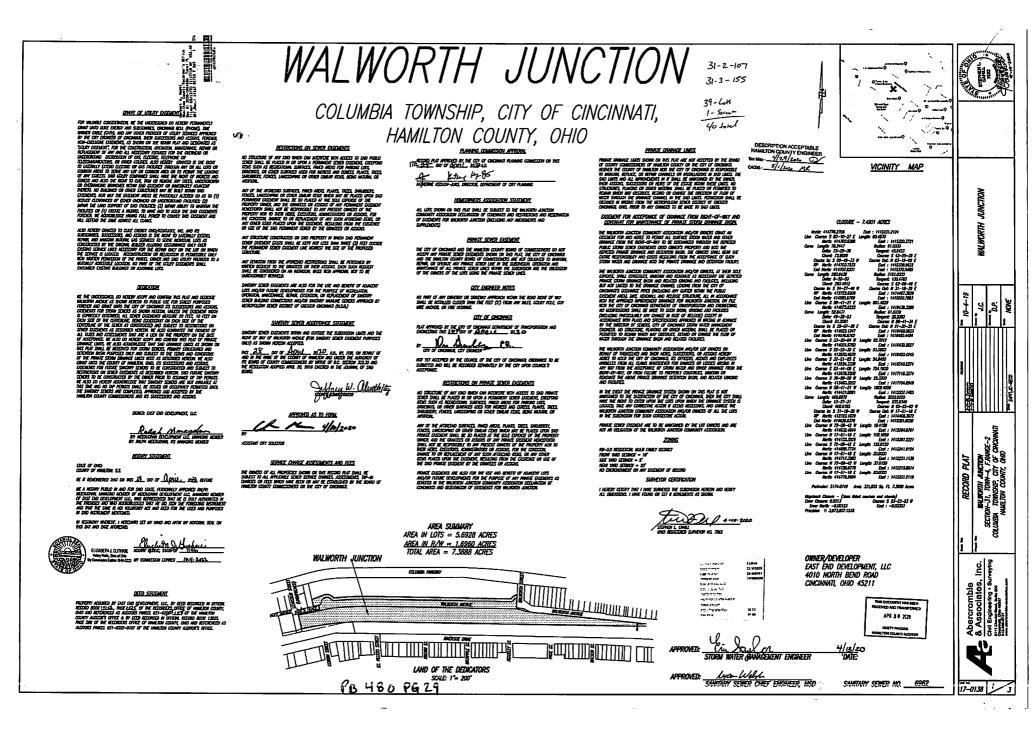
Installation of retaining walls to provide structural retaining for uphill City of Cincinnati Park Board property that is immediately adjacent to the new public right of way. All related geotechnical investigation, engineering, and inspection services related to the design and installation of these walls.

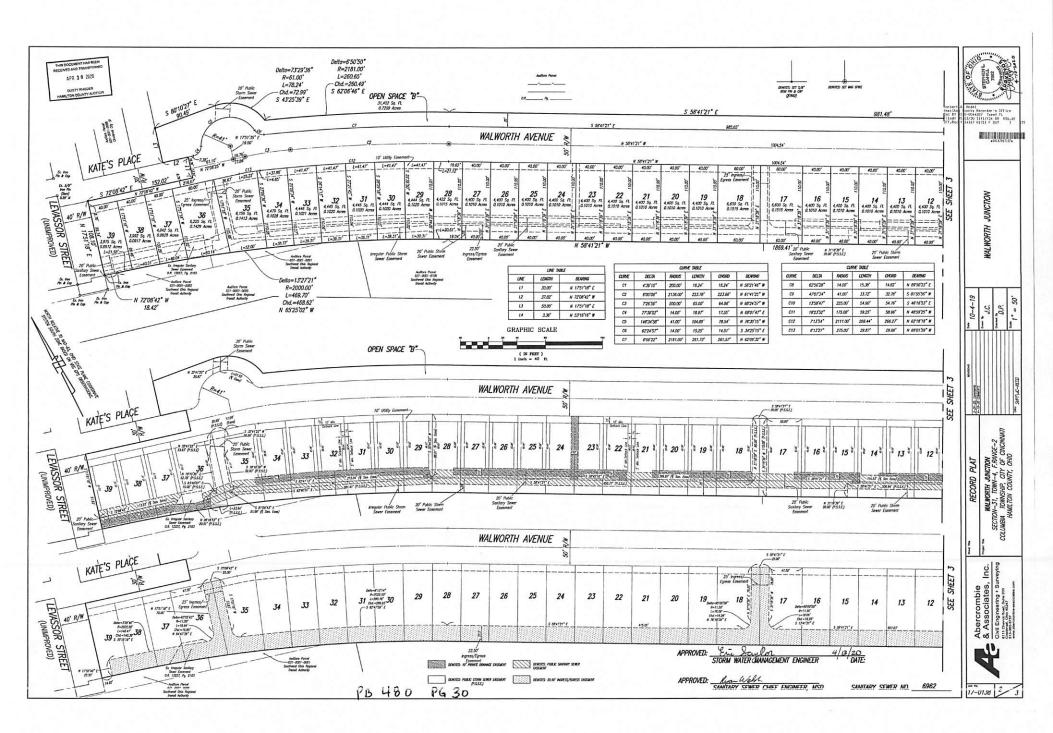
Acquisition of land necessary to construct the foregoing.

# EXHIBIT C

# DEPICTION OF THE PROPERTY

(SEE ATTACHED)





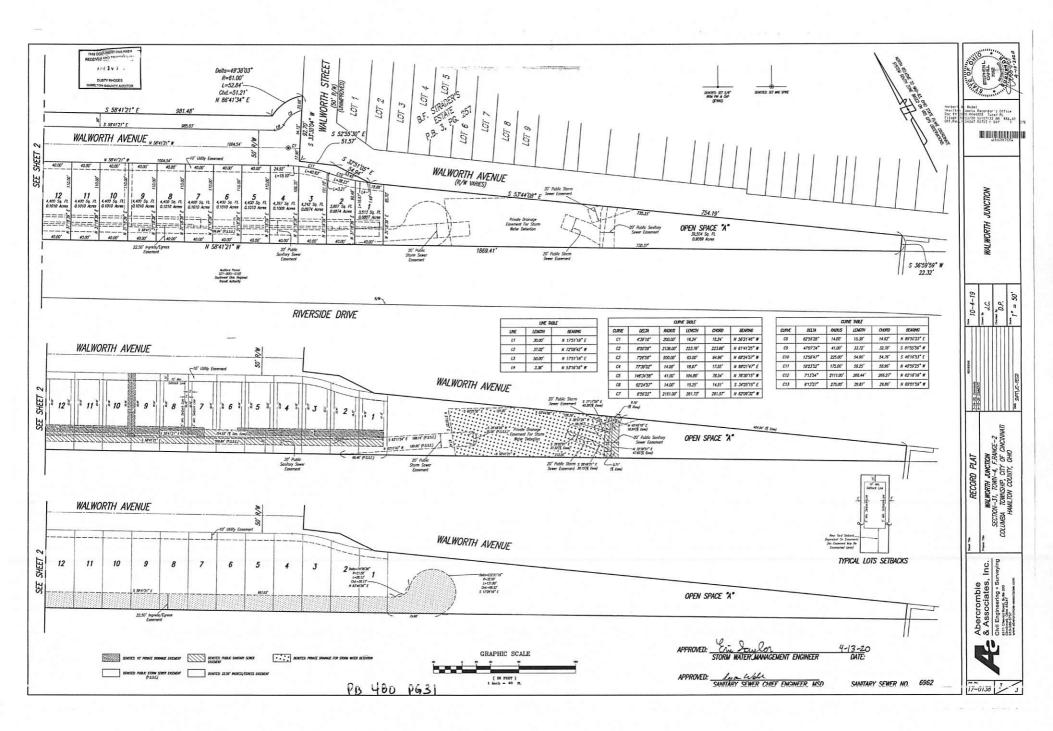


EXHIBIT D

#### **ESTIMATED ASSESSMENTS**

A	В	C	D
Assessed Lands Lot Number (lot number references refer to the numbered lots within the Walworth Junction Subdivision Plat shown in Exhibit C above)	Aggregate Special Assessment	Special Assessment By Lot (B / 38)	Semi-Annual Installment of Special Assessment (C/30) (i.e., this amount is to be paid 30 times over a 15 year period commencing with the payment of the first installment of the tax year 2021 tax bill)
1	\$5,700,000	\$150,000	\$5000.00
2	\$5,700,000	\$150,000	\$5000.00
3	\$5,700,000	\$150,000	\$5000.00
4	\$5,700,000	\$150,000	\$5000.00
5	\$5,700,000	\$150,000	\$5000.00
6	\$5,700,000	\$150,000	\$5000.00
7	\$5,700,000	\$150,000	\$5000.00
8	\$5,700,000	\$150,000	\$5000.00
9	\$5,700,000	\$150,000	\$5000.00
10	\$5,700,000	\$150,000	\$5000.00
11	\$5,700,000	\$150,000	\$5000.00
12	\$5,700,000	\$150,000	\$5000.00
13	\$5,700,000	\$150,000	\$5000.00
14	\$5,700,000	\$150,000	\$5000.00
15	\$5,700,000	\$150,000	\$5000.00
16	\$5,700,000	\$150,000	\$5000.00
17	\$5,700,000	\$150,000	\$5000.00
18	\$5,700,000	\$150,000	\$5000.00
19	\$5,700,000	\$150,000	\$5000.00
20	\$5,700,000	\$150,000	\$5000.00

21	\$5,700,000	\$150,000	\$5000.00
22	\$5,700,000	\$150,000	\$5000.00
23	\$5,700,000	\$150,000	\$5000.00
24	\$5,700,000	\$150,000	\$5000.00
25	\$5,700,000	\$150,000	\$5000.00
26	\$5,700,000	\$150,000	\$5000.00
27	\$5,700,000	\$150,000	\$5000.00
28	\$5,700,000	\$150,000	\$5000.00
29	\$5,700,000	\$150,000	\$5000.00
30	\$5,700,000	\$150,000	\$5000.00
31	\$5,700,000	\$150,000	\$5000.00
32	\$5,700,000	\$150,000	\$5000.00
33	\$5,700,000	\$150,000	\$5000.00
34	\$5,700,000	\$150,000	\$5000.00
36	\$5,700,000	\$150,000	\$5000.00
37	\$5,700,000	\$150,000	\$5000.00
38	\$5,700,000	\$150,000	\$5000.00
39	\$5,700,000	\$150,000	\$5000.00

9910572.3



202002055

Date: October 22, 2020

To:

Councilmember Greg Landsman

From:

Andrew W. Garth, Interim City Solicitor

Subject:

Emergency Ordinance - 2010 Auburn Avenue Sale (Sunnyside Child

**Development Center-Corban Early Learning Center)** 

Transmitted herewith is an emergency ordinance captioned as follows:

**AUTHORIZING** the City Manager to execute any and all agreements and take such other steps as may be necessary in order to sell City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunnyside Child Development Center, Inc., or other affiliated organization acceptable to the City Manager.

AWG/SSB/(lnk) Attachment 324386

#### EMERGENCY

### City of Cincinnati

SSB AWG

## An Ordinance No.

- 2020

**AUTHORIZING** the City Manager to execute any and all agreements and take such other steps as may be necessary in order to sell City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunnyside Child Development Center, Inc., or other affiliated organization acceptable to the City Manager.

WHEREAS, the City of Cincinnati (the "City") owns certain real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati, as more particularly described on Attachment A attached to this ordinance (the "City's Sale Property"), which is under the management and control of the City's Department of Community and Economic Development; and

WHEREAS, Sunnyside Child Development Center, Inc., an Ohio corporation ("Purchaser") the current lessee of the City's Sale Property pursuant to a certain *Lease*, dated August 23, 2011, between the Purchaser and the City, desires to purchase the City's Sale Property and undertake certain necessary capital repairs and improvements and thereafter operate the City's Sale Property as a daycare center for a 10-year period (the "Project); and

WHEREAS, contingent upon (i) the City Administration's satisfactory review of all due diligence materials, and (ii) negotiation of an Agreement with terms and conditions acceptable to the City Manager, the City desires to convey the City's Sale Property to Purchaser or such other affiliate organization acceptable to the City Manager; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the fair market value of the City's Sale Property is approximately \$204,250; however, to make the Project economically feasible, the City is agreeable to selling the City's Sale Property to Purchaser, on the terms and conditions acceptable to the City Administration for less than fair market value; namely, for \$1.00, because the City will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the City's Sale Property since the Project will ensure the maintenance of needed daycare services for the community; and

WHEREAS, the City's Sale Property is not needed for a municipal purpose; and

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

WHEREAS, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the sale of the City's Sale Property because the City

believes that the use of the City's Sale Property for the Project will enable Purchaser to provide critical daycare and early childhood education services to the community, and the renovation of the site will contribute to the revitalization of the City's Mount Auburn neighborhood; and

WHEREAS, the City believes that the Project will promote urban redevelopment in the Mount Auburn neighborhood of Cincinnati, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the City's Sale Property to Purchaser at its meeting on September 18, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute any and all documents that may be necessary to sell certain real property owned by the City of Cincinnati (the "City") at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati, as more particularly described on Attachment A attached to this ordinance (the "City's Sale Property"), to Sunnyside Child Development Center, Inc., an Ohio corporation, ("Purchaser"), or other affiliated organization acceptable to the City Manager for \$1.00, contingent upon (a) the City Administration's satisfactory review of all due diligence materials (including, without limitation, a coordinated report conducted by the City Administration, environmental report, title report, etc.) related to the City's Sale Property, and (b) negotiation of and agreement upon sale terms acceptable to the City Administration, which will be substantially in accordance with the terms set forth in Attachment B to this ordinance or on any and all additional or revised terms and conditions as the City Administration deems appropriate, including those terms and conditions it deems necessary following its review of such due diligence materials.

Section 2. That the City is agreeable to conveying the City's Sale Property to Purchaser because Purchaser is the current lessee of the City's Sale Property, has proposed the completion

of capital repairs and improvements to the City's Sale Property, and has agreed to operate the City's Sale Property as a daycare for a 10-year period following the sale (the "Project").

Section 3. That the City's Sale Property is not needed for a municipal purpose.

Section 4. That the City's Real Estate Services Division has determined, by appraisal, that the fair market value of the City's Sale Property is approximately \$204,250; however, to make the Project economically feasible, the City is agreeable to selling the City's Sale Property to Purchaser on the terms and conditions acceptable to the City Administration for less than fair market value; namely, for \$1.00, because the City will receive economic and non-economic benefits from the Project that equal or exceed the fair market value of the City's Sale Property since the Project will ensure the maintenance of necessary daycare services for the community.

Section 5. That it is in the best interest of the City to eliminate competitive bidding in connection with the sale of the City's Sale Property because the City believes that the use of the City's Sale Property for the Project will enable Purchaser to provide critical daycare and early childhood education services to the community, and the renovation of the site will contribute to the revitalization of the City's Mount Auburn neighborhood.

Section 6. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance, including, without limitation, negotiating acceptable terms of the sale and executing all agreements, deeds, easements, conveyance documents, plats, amendments, and other documents.

Section 7. That in the event that there are proceeds from the sale of City's Sale Property, such proceeds shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and

that the City's Finance Director is hereby authorized to deposit amounts in excess thereof into Miscellaneous Permanent Improvement Fund 757.

Section 8. That the City's Finance Director is authorized to transfer and appropriate any such excess funds from Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x162x211641, "DCED Property Improvements."

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 enable Purchaser to commence the Project as soon as possible, therefore resulting in the revitalization of the Mount Auburn neighborhood, the maintenance of necessary daycare services for the community, and the economic growth of the City at the earliest possible date.

Passed:	, 2020	
		John Cranley, Mayor
Attest:Cle	rk	

#### Attachment A

#### Legal Description

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the intersection of the east line of the old Auburn Avenue, 60' R/W and the south line of the old Bodmann Avenue, 50' R/W; thence with the south line of the said old Bodmann Avenue, South 84°02'35" East, 3.65 feet to the Place of Beginning; thence with the south line of said Bodmann Avenue, South 84°02'35" East, 147.61 feet to an existing iron pin; thence South 05°57'25" West, 100.00 feet to a point being 0.45 feet south and 0.20 feet east of an existing iron pin; thence North 84°02'35" West, 123.30 feet to a point in the east line of the new R/W of Auburn Avenue; thence on a curve to the right having a radius of 189.01 feet, a chord bearing North 07°42'19" West, 102.91 feet, 104.23 feet as measured along said curve to the Place of Beginning. Containing 14,037 square feet of land more or less (0.322 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

#### **Attachment B**

#### Proposed Sale Terms

- Purchase price: \$1.00
- A condition of the sale will be that the purchaser is current on all taxes (including property taxes), water bills, etc., and any other amounts owed to the City or necessary to comply with the requirements of Cincinnati Municipal Code Chapter 321.
- The sale agreement will include a covenant requiring the purchaser to complete necessary capital repairs and maintain the property in good condition for a ten-year period following the closing.
- The sale agreement will include a repurchase option for the City with a ten-year term. If the purchaser defaults on the terms of the sale agreement, the City will be able to repurchase the property for \$1.00.
- A condition of the sale will be the recording of a restrictive covenant containing the following terms:
  - o A 10-year term
  - Prohibition on liens encumbering the property, except for mortgage liens for the exclusive purpose of securing financing to make capital repairs to the property or to make other capital investments.
  - o Limitation on overall debt that can encumber the property.
  - O The property must be used as a daycare during the term of the restrictive covenant, but the purchaser may provide to the City a request for a change or expansion in the permitted use. The City may, in its sole discretion, approve or deny any such proposed alternative use.
  - o No sale or change of control of the property will be permitted during the term without prior written City Manager approval.
  - o The above-described repurchase option will be memorialized in the restrictive covenant.

Approved & Filed



March 13, 2019

To:

Mayor and Members of City Council

From:

Patrick A. Duhaney, City Manage

Subject:

2010 Auburn Avenue - Status of Corban Early Learning Center

#### REFERENCE DOCUMENT #201900262

City Council at its meeting on February 19, 2019, referred the following item for report:

COMMUNICATION, submitted by Council Member Mann, from Olivia Darks, President, Corban Early Learning Center, regarding Corban Early Learning Center Offer to Purchase 2010 Auburn Avenue

#### BACKGROUND

In August 2011, the City entered into a 5-year lease (the "Lease") with Sunnyside Child Development Center, dba Corban Early Learning Center, owned by Olivia Darks (the "Tenant"), for the City-owned property at 2010 Auburn Avenue, which is under the management and control of the City's Department of Community and Economic Development ("DCED"). Additional relevant background information includes the following:

- Rent: At the commencement of the Lease, the fair market rental value for the property equaled \$33,426/year (under a "triple net" lease, with the Tenant being responsible for real estate taxes, insurance, and building maintenance costs). The City agreed to lease the property to the Tenant at a subsidized base rent of \$1.00/year to facilitate the Tenant's operation of a daycare center. The rent subsidy to the Tenant over the initial 5-year term, based upon the initial lease rate, equaled \$167,130. The rent subsidy to the Tenant during the month-to-month tenancy, to date, equals approx. \$83,589. The City's total rent subsidy to date, based upon the original appraised fair market rental value, equals approx. \$250,719.
- Real Estate Taxes: Prior to the City's lease of the property to the Tenant the property was exempt from real estate taxes. The tax exemption was due to the City's ownership and its qualifying public purposes as a voting precinct and former senior services center. Upon awareness of a lease to the Tenant for a private business, Hamilton County removed the real property tax exemption for tax year 2012, and consequently real estate taxes became due and payable beginning in 2013.
- Initial Notice of Default: As of April 2013, the Tenant had not commenced operation of a daycare as required under the Lease and had not paid the real estate taxes for the

property for Tax Year 2012 as required under the Lease; therefore, DCED sent a notice of default to the Tenant requesting that the Tenant cure the defaults. Following the initial notice, DCED undertook various efforts to cause the Tenant to bring the Lease into compliance. The Tenant eventually began operating a daycare center in April 2014 but has failed to pay the real estate taxes and has remained in default under the Lease since 2013.

- <u>Term</u>: The Lease had an initial 5-year term, which expired in August 2016, and the Tenant has been occupying the property on a month-to-month basis since that time, terminable on 30 days' notice by either party.

#### **EFFORTS TO CURE**

Following is a brief summary of some of DCED's efforts to help the Tenant bring the Lease into compliance:

- <u>April 2013</u>: Notice of default sent to the Tenant based upon failure to operate a daycare and failure to pay the real estate taxes.
- <u>August 2015</u>: Email correspondence with the Tenant discussing non-compliance with the Lease, specifically mentioning the delinquent real estate taxes. The Tenant responded with a commitment to enter into a payment plan with the Hamilton County Treasurer to pay the taxes but failed to do so.
- <u>July 2017</u>: In an effort to resolve the default and avoid the termination of the Lease and the closure of the Tenant's business, DCED proposed amending the Lease to extend the term for a short while, and possibly selling the property to the Tenant, provided the Tenant (i) entered into a payment plan with the Hamilton County Treasurer to pay the delinquent real estate taxes, (ii) commenced paying fair market rent for the property, and (iii) made various needed repairs to the building. The Tenant declined to accept that proposal.
- September 2018: While still in default under the Lease, the Tenant submitted an offer to purchase the property to DCED, stating that the Tenant had obtained financing to purchase the property, pay the delinquent real estate taxes, and make the needed repairs to the building.
- October 2018: In an effort to assess the Tenant's financial ability to satisfy her financial obligations under the Lease, DCED responded to the Tenant's proposal with a request for information, including financial statements, organizational information, and financing commitment, which the Tenant provided in Nov 2018. As DCED was evaluating the information provided by the Tenant, the City's Law Department advised DCED that Cincinnati Municipal Code Section 321-153 precludes her from submitting a bid or proposal to purchase the property from the City until the existing contract default has been cured.
- <u>January 2019</u>: In a letter dated Jan 10, 2019, DCED informed the Tenant that DCED would not negotiate with her for the sale of the property until she brought the Lease into

compliance by paying the delinquent taxes in full, or by entering into a payment plan with the Hamilton County Treasurer to pay the taxes over a period not to exceed 6 months; which the Tenant declined to do. On Jan 31, 2019, the 1st Half 2018 semi-annual tax bill of \$5,776.46 came due, which the Tenant declined to pay. According to the Hamilton County Treasurer, the total amount of the delinquent taxes, including penalties and interest, now totals \$58,273.13.

February 2019: In various communications from the Tenant over the years, including the Tenant's Feb 5, 2019 memo to the Mayor and City Council, the Tenant has stated that the City "agreed" or has "committed" to sell the property to her. Although the original Lease included a statement acknowledging that the Tenant was interested in purchasing the property at that time, no commitment to sell the property has been made.

#### **CURRENT STATUS**

The Tenant has proposed to pay off the delinquent taxes through a purchase of the property where the Tenant would borrow against the value of the building. Under the Tenant's proposal, the Tenant would take out a loan in the amount of \$215,000, pay the City a below fair market purchase price of approximately \$42,000 for the property, which is currently appraised by the Hamilton County Auditor at \$342,000, and use the balance of the loan proceeds to pay off the delinquent taxes and finance some needed improvements to the building, including without limitation repairs to the roof and HVAC system. Because the building was in good condition when leased to the Tenant, and because the Tenant, at the Tenant's expense, was obligated to maintain the building in good condition throughout the term of the Lease, the City would expect to receive fair market value for the property, as determined by appraisal, if the property were to be sold. Due to the Tenant's on-going default under the Lease, Cincinnati Municipal Code Section 321-153 precludes her from submitting offers to purchase the property until the contract default has been cured.

It should be noted that the City's Department of Transportation and Engineering ("DOTE") is currently finalizing construction drawings for the widening of Auburn Ave at this location (known as the "Auburn Avenue improvements phase 2" project), which will likely entail taking a portion of 2010 Auburn Avenue for the roadway. The City's retention of a portion of the property for DOTE's project would reduce the appraised value of the remainder of the property. Until such time as DOTE's right of way needs for the project have been determined, the Administration does not intend to sell the property.

In summary, to date the Administration has refrained from exercising its rights and remedies under the Lease to terminate the Lease and/or pursue a breach of contract action against the Tenant, while permitting the Tenant to remain at the property on a month-to-month basis despite her ongoing default under the Lease for failure to pay the delinquent taxes and make needed repairs. The Administration continues to evaluate its options to determine what is in the best interests of the City.

cc: Phillip Denning, Director, Department of Community and Economic Development

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Phone (513) 352-3640 Email Betsy Sunderma

Betsy.Sundermann@cincinnati-oh.gov

#### **Betsy Sundermann**

Cincinnati City Councilmember

#### MOTION

#### January 15, 2021

**WE MOVE** that the Administration prioritize in the FY22 budget funding for 40 recruits for Fire Recruit Class #118 to ensure the start date is no later than July 1, 2021, and for 40 recruits for Fire Recruit Class #119 to target a start date of April 1, 2022.

**WE FURTHER MOVE** that the Administration continue to pursue SAFER grant funding opportunities when available to assist in offsetting the cost of these recruit classes.

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#### **STATEMENT**

The citizens of Cincinnati have consistently placed public safety as a very high priority in their expectations for city services. Adequate funding for fire and police protection is critical to providing these services. Currently, the budget for fire personnel and department expenses is being heavily challenged by COVID-19 and attrition.

For the twelve months ending FY20, the Cincinnati Fire Department overtime costs were \$3,437.641.67. Yet, for the six-plus months ending 01.05.2021 (FY21), YTD overtime costs have totaled \$5,583,965.56. The Finance and Budget Monitoring Report for the Period Ending October 31, 2020 showed Cincinnati Fire Department projecting an additional budget need of up to \$8.8 million by fiscal year end.

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The COVID-19 pandemic has necessitated the use of additional overtime to meet staffing and service requirements. Sick leave has increased due to COVID-19 diagnoses, exposure, or mandatory quarantine periods required while waiting for test results. COVID-19 related sick leave has been further exacerbated by the close living and working conditions of sworn staff in fire houses.

For the identified needs that are directly related to COVID-19, the Administration will seek additional federal or state CARES dollars to help offset the overage.

Additionally, attrition in the first quarter of FY21 has trended 200% higher than expected due to unanticipated separations. Several separations are attributed to medic unit staff burnout, which has increased since the start of COVID-19. Attrition tends to accelerate in the first quarter and then curtails in quarters two through four. If attrition trends do not curtail, the department will require additional overtime to backfill vacant positions.

The Approved FY21 Budget Update assumes a starting sworn strength of 826.0 FTE with an estimated annual attrition rate of 31.0 FTE. As of January 5, 2021, Fire currently has a sworn strength of 800.0 FTE. An additional 11.0 FTE are expected to retire before the fiscal year's end.

Moving forward, Fire anticipates 12.0 FTE to retire in FY22 and 31.0 FTE to retire in FY23. These figures do not include unanticipated retirements or other types of employment separation. As noted above, attrition has increased during COVID-19. These trends may continue in FY22. Additionally, the department has noticed that sworn personnel enrolled in the Deferred Retirement Option Plan (DROP) do not stay the entire eight years of the program, further increasing unanticipated attrition.

The trajectory of overtime costs due to COVID-19 and attrition requires the city to prioritize its recruit classes planned for the FY22 budget. Depending on CARES funds that come available in the near future, funding for a Recruit Class #118 of 40 recruits should be prioritized in the FY22 budget so that the recruit class can be started no later than July 1, 2021, earlier if possible. Additionally, funding for a Recruit Class #119 of 40 recruits should be targeted in the FY22 budget for an April 1, 2022 start date to help cover for the anticipated attrition.

Even though it will take time to get recruits trained and on the job, the rebuilding of the sworn strength of the Cincinnati Fire Department will address both the attrition and overtime crises our city and budget are facing.

# City of Cincinnati



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Betsy Sundermann
Cincinnati City Councilmember

#### MOTION

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### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202100278	Motion	Held
	the Administration prioritize in the F Recruit Class #118 to ensure that s recruits for Fire Recruit Class #119 FURTHER MOVE that the Adminis	rhber Sundermann and Keating, <b>WE MOVE</b> that EY22 budget funding for 40 recruits for Fire start date is no later than July 1, 2021, and for 40 to target a start date of April 1, 2022. <b>WE</b> tration continue to pursue SAFER grant funding ist in offsetting the cost of these recruit classes.
	Introduced: 1/22/2021	Controlling Body: Budget and Finance Committee
	Meeting Date: 1/27/2021	Sponsor(s): Sundermann and Keating
	Department: Betsy Sundermann	
	Drafter: nicole.crawford@cincinnati-oh	.gov



#### 202100620

February 5, 2021

Re: Reponses to Questions for Proposed Development Scorecard (Item 202002226)

Dear Councilmember Landsman:

You introduced Item 202002226 on December 11, 2020, which is a legislative proposal to establish as a Council policy the use of a development scorecard for certain development projects. This item has been held for additional discussion at Budget and Finance Committee. The purpose of this letter is to respond to several questions directed at the Administration regarding the proposal. Your questions are set out below in **bold type** and the responses are beneath.

- 1. Each bulleted item needs its own line for clarity purposes. Would the Administration have any issue with that?
- 2. There is interest in actual scoring, which the Administration would ideally recommend. This as opposed to the current language of simply meets or exceeds. We would ask that the Administration to weigh-in on this, if not propose scoring options.
- 3. Is it possible for multiple people to review and score a project? We would want the Administration to weigh-in on this, too.

Covering Questions 1-3: A statement of clear and consistent Council policy goals will provide guidance to the Administration in preparing communications and presenting projects to Council. These clear policy goals will also provide notice and certainty to the development community. There are many forms such guidance could take, but if a scorecard is Council's chosen method for clarifying policy goals then the Administration recommends that it should be designed to act as a benchmarking tool that facilitates a structured qualitative analysis of projects. A scorecard requiring a proscriptive or quantitative analysis will have unintended consequences such as providing misleading results because community and economic development projects are individually unique with variable public benefits. Therefore, the Administration would not recommend or support changes to the current scorecard structure that require numerical scoring, multiple reviews, or singular bulleted items.

4. Language could be added to ensure that the scorecard is used and presented to Council with recommendations for each relevant project. Are there any issues with this, and if not, does the Administration have suggested language for an updated ordinance?

The proposed ordinance would set Council expectations of the Administration on the content and analysis of presentations and communications to Council for development projects. Council enforcement occurs through (1) questions and requests during Administration presentations to Council and Committee or (2) voting down items that do not utilize the scorecard.

5. Can the Administration speak to "compliance" and how the City will ensure that commitments are monitored and kept?

Many items covered in the proposed scorecard will be captured in a project's development contract—either through specific representations and warranties or through contractual covenants. These items are enforced like any other requirement of the contract and are monitored by City staff. Any items that are required by ordinance or other law are incorporated into a contract through a requirement that the developer comply with all laws. Some items may not be appropriate to include in the contract as a requirement but could be included in the recitals to the contract as important background.

6. Can we add specific language around historic preservation, and if so, would the Administration recommend language?

A Council goal around historic preservation could be articulated in the scorecard, like any other public policy goal. In general, the efficacy of the scorecard will be highest if it can create certainty by presenting an accurate and clear picture of all Council goals and priorities for development projects and is updated from time to time.

7. On community engagement, there is a request that we require specific actions. That said, we want to get the Administration's position on this. Also on this same issue, there is interest in adding language to this section regarding early notice to a community. Is that something the Administration should do or the developer?

The Administration will provide a memorandum on community engagement policies in the next two weeks, addressing issues of notice, role of developers, and other actions.

8. There is interest in training on the scorecard, TIFs, CRAs, and VITCA. What does the Administration think, and should we add to the ordinance?

As described in the recent FYI memorandum regarding the roles of the Administration, Mayor, and Council, the Administration is formalizing Councilmember training and onboarding. If passed, the scorecard and its function could be incorporated into those sessions. General information on community and economic development activities, including incentives, can be incorporated into that training as well.

9. There has been a request that the Administration discuss with Council its work on the Balanced Development Report and its findings, as well as how development deals are evaluated and/or scored now.

The Administration will have staff available on Monday at Budget and Finance to discuss the Balanced Development Report and practices for evaluation of development deals. The Administration provided information last week to Council regarding DCED's process for underwriting large development deals, which is provided as an attachment.

Sincerely,

Paula Boggs Muething

City Manager

Attachment



# INCENTIVE APPLICATION REVIEW GUIDANCE DOCUMENT

#### 1. Application Receipt & Review

- a. <u>Confirming Receipt</u> Once an analyst has received an incentive application for review, the applicant should be contacted to let them know that review of the application has started and the analyst may have questions for them soon.
- b. <u>Checking for completeness</u> The initial review of an application should be to confirm that the entire application including all application fields have been completed, application signed, and any required certifications initialed/signed. After initial review, the analyst should confirm the internal consistency of the application. Ex: Do the jobs and payroll information make sense? Do the total sources of funds equal the total uses of funds? Etc.
- c. Follow-up on incomplete items If application fields are inaccurate or incomplete, the applicant must revise the application document and resubmit as this is the official application document. If the inaccurate or incomplete information is in an attachment, the applicant can provide correct information by email or in a supplemental document. If the applicant has not provided attachments to the application that you need based on the incentive request, inform the applicant which attachments they will need to provide. It is strongly recommended that you send emails listing the information that you are missing and that you cannot proceed in your review until the information is provided. This ensures that you have documented that the application is waiting on action by the applicant.
- d. <u>Application Fees</u> Most incentive requests have a City Council mandated application fee. While the fee should be submitted with the application, as it is non-refundable, there may be situations where the fee can be requested after the application is submitted (but before any agreement is sent to City Council). Examples of these situations would include company recruitment (where an official application has not been completed) and incentive applications where the applicant has requested a different incentive than the City intends to offer (TIF vs CRA). As a general practice, all application fees should be collected with the application unless your division manager has approved of a delay due to the unique circumstance involved.

#### 2. Application Attachments

a. Document types – Organization Information

- i. Articles of Organization / Articles of Incorporation / Certificate of Partnership The applicant should be a legal entity recognized in the State of Ohio. The applicant should provide the document from the State of Ohio verifying they are a legal entity in the state. For an LLC this would be Articles of Organization; for a Corporation this would be Articles of Incorporation; and for a Partnership this would be a Certificate of Partnership. Note that out-of-state entities would have a different registration to provide. This will confirm the exact legal entity who is applying for an incentive and prevents the City from drafting a contract with a non-existent entity.
- ii. Corporate Bylaws / Operating Agreement While not required by Ohio law, most organizations will have an agreement that spells out how the organization functions, who makes decisions for the organization and how profits are distributed. This is helpful to understand who controls an entity and who receives the profits from the business.
- iii. Corporate Resolution / Authorization to Sign While the company's operating agreement or bylaws may state who can sign for the company, a Corporate Resolution or Authorization to Sign will state which individual is authorized to bind the company for a specific transaction. This will help confirm that the person signing the incentive agreement for the City has been authorized by the company to bind the company.
- iv. <u>Development Team Resumes</u> The resumes of a development team will include their relevant experience in the field related to the incentive request. This is useful for determining whether the project team has sufficient experience to undertake the project that they are proposing. It's helpful to see if the development group has worked with other Department staff members so they can be used as an internal reference for past performance.
- v. <u>Information on Completed Projects</u> While development team resumes show the individual experience of the principals involved in the applicant project, the information on completed projects should show the projects that the development team has previously completed together.
- b. <u>Document types</u> Review to Determine Financial Need of Incentive
  - i. <u>Real Estate/Business Operating Pro-forma</u> Whether the application is from a developer proposing a real estate project or a business owner requesting loan/grant assistance, an operating pro-forma will show the revenue and expense projections the applicant is making for the project.
  - ii. <u>Sources & Uses of Funds</u> The budget provided by the applicant should show in detail the investment that the applicant is proposing to make and what sources that the applicant intends to use to make the

- investment. A budget that is overly simplified should not be accepted when the application is being reviewed for financial need.
- iii. Evidence of Secured Financing (Bank & Private) Depending on the sources of funds listed in the budget, the applicant should provide evidence of commitment from each of those sources. Whether the applicant provides a bank financing letter or term sheet may depend on the financing institution and how far along the applicant is in their discussions with the lender. The applicant should also be able to provide evidence that they have the equity proposed in their budget with a letter from the financing institution who holds their capital. The form of evidence of secured financing for other sources will depend on the specific source. These documents help confirm that an applicant is financially capable of performing the project that they are proposing.
- iv. <u>Business Tax Returns</u> If the applicant is an existing business, the tax return type will depend on the type of business. The most common types of business returns are the 1120 (C-Corp), 1120s (S-Corp), and 1065 (partnership) and if the owner files the business on their personal return it would be a Schedule C. These returns will show the business expenses as represented to the IRS including personnel costs, owner's compensation, cost of goods, etc. and will be very helpful in determining business viability for a loan. In some cases, it may be best to confirm with City income tax that a company is in good standing with income tax and has filed returns from their City address for the past few years. City income tax returns can also help set a baseline payroll figure for job creation tax credits.
- v. <u>Profit & Loss Statement / Income Statement</u> If the applicant is an existing business, the profit and loss/income statement shows the revenue and expense details for a business for a full year or portion thereof. Similar to tax returns, these documents will show details of how the business is receiving and spending cash for the purposes of determining the appropriateness of an incentive.
- vi. <u>Balance Sheet</u> If the applicant is an existing business, the balance sheet will show the current assets and liabilities of the business. This information is helpful for determining collateral of a business.
- vii. Cost documentation (supporting project "gap") Some incentive application requests will have certain abnormal project costs which are the basis for the incentive application request. In these cases, the applicant should provide contractor cost estimates or other documentation that shows the details of the cost.
- c. Document types Additional Project Information
  - i. <u>Property Legal Description</u> This is the information contained in the property deed(s) where the applicant is requesting a real estate property incentive, or if any of the City agreements/docs will require a legal description (mortgages, covenants, easements, TIF ordinance,

- etc). A legal description is obtained either through the deed for an existing property or by a survey for a new consolidated parcel to be created. The burden is on the applicant to provide the legal description when necessary. For property-based incentives, the legal description is included in the contract and it saves time in the contract drafting process if this information can be provided with the application.
- ii. <u>Proposed Renderings</u> These are computer images by an architect or designer of the proposed project as built. While not every applicant will pay for a rendering of their project to be created, project renderings are useful to provide visual depictions of the proposed project to City Council and the public.
- iii. <u>Development Site Plan</u> This is a plan of how the building(s) will be laid out and will usually include a breakdown of each floor (if different). This helps to show the layout of the project as proposed and may help explain additional costs in the budget (ex: a building layout must be completely changed in reuse).
- iv. <u>Documentation of LEED or other certification pursuit</u> If the applicant is pursuing an environmental designation that requires registration prior to construction, they would provide this registration. This supports an applicant's request for an incentive based on an environmental designation.
- v. <u>Documentation of Community Support</u> If the applicant has already received support from community organizations, they should provide the letters of support and/or CBA (sometimes applicable) from those organizations. This is helpful to show that the project has the support of the community prior to consideration by City Council.
- vi. <u>Company Employment Information</u> The applicant may need to provide more granular employment information than the application document contains. An attachment may show additional information on job roles, salaries, current locations, current residences, etc. and may be helpful to determining the appropriate incentive offer.
- vii. Verification of tenant/end user commitment If the applicant is a developer who is relying on a company to lease the space prior to commencing construction, it is important to understand the commitment level of the tenant. While commitment of an tenant is not required, it helps determine the most advantageous proposal in a competitive process as well as whether or not a proposal is viable or realistic.
- viii. Market Feasibility Stud(ies) Part of gauging whether the applicant's proposal is economically feasible is to review any market studies that they have conducted for their lender to support the project. These may include hotel studies to prove room demand and residential studies to prove rents within an area.
  - ix. <u>Evidence of Site Control</u> The applicant must have evidence of site control of the property or an adequate plan to obtain site control by

the time an agreement would be executed. If the applicant does have site control, then a deed may be submitted. Otherwise the applicant must present a plausible plan to acquire site control within an acceptable timeframe. This could come in the form of a deed, purchase option, lease agreement, or other similar document

- d. How to determine necessary attachments to application?
  - i. <u>Organization Information</u> At minimum, the City needs to know the legal entity it will be contracting with and who is authorized to sign. Information on the project team and their past experience is recommended. In rare circumstances, the City may need information on how the entity is structured and who controls the entity.
  - ii. <u>Financial Need Review</u> At minimum the applicant should be providing a budget with their sources and uses of funds to complete the capital project along with evidence of the private financing they have secured. An operating pro-forma is required to determine the financial need of an applicant if the offer is to be based on financial need to make the investment. Note that the tax returns, profit & loss statement, and balance sheet would only be requested in the rare circumstance that a business is requesting a loan or other direct subsidy.
  - iii. <u>Additional Project Information</u> A legal description is needed for all property tax incentives. If an applicant has a site plan, project rendering or community support letter, those should be provided with the application. If the company is pursuing LEED certification for a CRA application, that registration should be provided.

#### 3. Incentive Timeline

- a. Collecting a complete application & supporting documents (timing dependent on applicant)
  - i. Until the CED receives a complete incentive application with all necessary supporting documents, CED is under no time constraint to act on the application.
  - ii. It's important to quickly review submitted materials (within 2-3 days of receipt) and let applicants know of what documents/information they are still missing. Email is preferred correspondence, so you can document notification of missing items if an applicant is concerned about timely response to the application. Each time you receive new information for an application, you should respond with further questions or confirmation of receipt within 2-3 days.
- b. Application review and offer approval by CED (4 weeks)
  - Once staff has received and reviewed all application materials and reviewed CED policies on the relevant incentives requested, reviewer will discuss with their manager and craft a recommendation for Director approval.

- ii. Staff may also utilize services of NDC as a second review of the application materials to confirm CED position on the appropriate level of incentive.
- c. Sending an offer or denial to an applicant- Optional
  - i. Once CED Director has approved of an incentive offer, an offer letter can be crafted to notify the applicant of the incentive CED intends to propose to City Council. Note that offer letters are not required.
  - ii. Offer letters should be signed by Director.
  - iii. If an applicant is not eligible for an incentive, a denial letter should be drafted for signature by the Director as soon as ineligibility has been determined. The denial letter should be run by Law before being sent out and should provide a reason for denial. Note that application fees are generally non-refundable.
- d. Obtaining legal agreements & ordinance
  - i. Once the offer letter has been received and accepted by the applicant, a Request for Legal Services (RLS) should be sent to Law including the accepted offer letter and all application materials received. (See the RLS Standard Operating Procedure for instructions on submitting an RLS.)
  - ii. If timing is a concern, CED staff should request that their manager prioritize the RLS with Law.
- e. Council Approval process
  - From City Manager Approval to passage by full Council is approx. 4
    weeks. Consult the council approval process guide for details on
    required meetings.

#### 4. Offer Letters/Term Sheets

- a. When are they useful?
  - i. Offer letters and term sheets are useful in confirming CED's official offer to a business and the business's initial acceptance of that offer.
  - ii. Offer letters are best suited for simple incentives like CRA tax abatements and JCTCs.
  - iii. Term sheets are better suited for complicated financing structures like construction loans (NOFA) and tax increment financing structures.
  - iv. Term sheets can simplify the drafting of development agreements by listing all relevant deal points at a high level and save time in later negotiations.
- b. What should they include??
  - i. Offer letters should include: the rate and term of the incentive, a post incentive retention term (if any), the contingencies of the incentive (Company commitments to investment, jobs and payroll; Council approval etc.), and the date by which the offer must be accepted.
  - ii. Term sheets can cover more complex issues like financing terms, involvement of additional parties (Port Authority), and coordination

with other City Departments, in addition to the basic information included in an offer letter.

#### 5. <u>Incentive-Specific Diligence Items</u>

- a. Pre-Council:
  - i. Required Notifications for CRAs for Businesses moving from outside <u>Cincinnati</u> The Ohio Revised Code Section 3735.673 requires that if a business is relocating from another Ohio jurisdiction to receive a CRA abatement, that the City must notify that jurisdiction of the City's intent to enter into a CRA agreement with the company prior to consideration of the legislation by City Council. CED has a form letter for this notification when it is applicable. It is best to make your applicant aware of this requirement when it applies before you send the notice.
  - ii. <u>Required Notification of CPS for CRAs and TIFs</u> The City's master agreement with Cincinnati Public Schools requires notification by the City of incentives prior to their consideration by City Council. Law has provided a template letter to send to CPS with the draft agreement attached.
  - iii. Planning Commission for real estate transfers/leases Planning Commission is required to approve of real estate sales and leases (including conveyance-reconveyance transactions for TIF) prior to consideration of the legislation by City Council. Planning Commission must normally occur before the ordinance is introduced to City Council. To get on the Planning Department agenda, send an email to the designated Planning Department representative (as identified by your Division Manager) with details about the real estate sale or lease and a request to be on the agenda. Generally these requests must be submitted 16 days in advance of the next Planning Commission meeting.

#### b. Post-Council

- i. <u>Required ODSA application fee (CRA)</u> Due to the time between an initial application and Council approval, the check for ODSA should not be submitted to the City by the applicant until after Council approval to ensure the check does not expire before the City sends it to ODSA.
- ii. Required School Board PILOT Agreement (CRA) The School Board PILOT boilerplate should be revised appropriately and sent to the company for signature of two original copies. These can be submitted to the staff in Monitoring and Compliance, who will send the originals to the school board for signature, and return one to the Company when it is signed.
- iii. VTICA (if required for CRA) Two originals of the Voluntary Tax Incentive Contribution Agreement (VTICA) should be signed by the company. They can be submitted to the staff in Monitoring and

Compliance, who will send the originals to Downtown Cincinnati, Inc. (for Streetcar Operations VTICAs) or the Third-party Administrator (for Neighborhood VTICAs), and return one to the company when they have been executed.

iv. Hand-off to Monitoring and Compliance should occur after the above agreements are signed by the company, and before Completion Applications (for CRAs and TIFs) are submitted.



#### **FINANCIAL REVIEW**

The applicant will submit the following information and reports to DCED or DCED's FA for evaluation of the proposed development project: Please provide the following required items as a corresponding attachment. If you believe a particular item is not applicable to your project, please address the item by including an explanation of why you believe it is not applicable. Please ensure that all sections of the application are complete and that ALL REQUIRED ATTACHMENTS LISTED BELOW ARE SUBMITTED/ ADDRESSED WITH YOUR APPLICATION. Please check all items that are included. If an item is left unaddressed by the Applicant, the reviewing department cannot complete its review of the application.

(1) PROJECT PROGRAM
a. Gross and rentable building square footage (total and by Project component/use)
b. Building specifications to the extent they are currently available (e.g., anticipated levels of finish, materials, construction type, etc.)
c. Amenities (e.g., pool, lobby, rooftop, park, etc.)
(2) ECONOMIC DEVELOPMENT OUTCOMES  Please outline economic development outcomes, including jobs created/ retained, impacts to City infrastructure and operations, and other outcomes (social, environmental, financial benefits). Clearly outline a plan for economic inclusion. Describe the projects' alignment with City initiatives, goals, and priorities. Include an estimated leverage ratio as defined by DCED.
(7) MARKET STUDY/SURBORT FOR BROCKAM AND REVENUE ASSUMPTIONS
(3) MARKET STUDY/SUPPORT FOR PROGRAM AND REVENUE ASSUMPTIONS
Please provide a market study or other detailed documentation regarding the following program and operating assumptions:
Please provide a market study or other detailed documentation regarding the
Please provide a market study or other detailed documentation regarding the following program and operating assumptions:
Please provide a market study or other detailed documentation regarding the following program and operating assumptions:  a. Number of supportable square feet, units, or hotel keys
Please provide a market study or other detailed documentation regarding the following program and operating assumptions:  a. Number of supportable square feet, units, or hotel keys  b. Market rents for residential or Average Daily Rate for hotel projects
Please provide a market study or other detailed documentation regarding the following program and operating assumptions:  a. Number of supportable square feet, units, or hotel keys  b. Market rents for residential or Average Daily Rate for hotel projects  c. Anticipated absorption and stabilized occupancy  d. Operating expenses and estimate of operating expense recoveries,

g. Parking assumptions (number of parking spaces per unit and/or per square footage of commercial/industrial space; parking rates)
h. Other revenue, as applicable
(4) DOCUMENTATION OF LEVEL OF TENANT COMMITMENTS  For commercial/industrial projects, please provide a matrix of targeted tenants, including the status of discussions (preliminary, Letter of Intent (LOI), draft lease, etc.) and the anticipated required tenant improvement allowance for each tenant.
(5) PROJECT SCHEDULE  Please provide timing detail, including anticipated key dates for each major project event: construction start, occupancy, stabilization and any others as applicable.
(6) DEVELOPMENT TEAM
Please Provide information and applicable documentation on key individuals involved in bringing project to market, as well as the legal ownership structure for the project.
<ul> <li>a. Corporate Resolution, Articles of Incorporation, and an Operating         Partnership Agreement for entity applying for assistance showing who is         authorized to sign for the organization     </li> </ul>
<ul> <li>b. Resumes of owners and/or key managers or partners. In the case of Real Estate development, provide information for the entire development team (developer, architect, contractor, leasing/sales agent, LEED certifications, etc.)</li> </ul>
c. Names, addresses, photos and a brief description of recent projects completed by the development team of similar type and size to that proposed in this application.
(7) SITE AND BUILDING PLANS AND SPECS
Please provide the most recent site and building plans and specifications, including detail regarding number and square footage of residential units, commercial/industrial square footage, gross and rentable building area for each component of development (e.g., apartment, office, commercial), and onsite parking spaces to the extent they are currently available. Please include renderings and a location map of the proposed project.

(8) STATUS OF ENTITLEMENTS AND SPECIAL DESIGNATIONS OR CERTIFICATIONS
Please provide information on the status of the project's entitlements (e.g., zoning, Planned Development (PD) or other applications). If the project is pursuing any special designations or certifications (e.g., National Register of Historic Places, LEED certification), please indicate the status of those applications and provide relevant supporting documentation.
(9) PROJECT FINANCIAL INFORMATION
a. Detailed Development Budget Please provide a detailed development budget (in Microsoft Excel format with live formulas) encompassing the total project cost. It should include all cost assumptions and a description of the data sources used to inform cost estimates. Please provide copies of such data sources, as available (e.g., contractor estimates, engineer's opinions, brokerage contract proposals, etc.). Where appropriate, detailed Hard Costs should include estimates on a per square foot or per unit basis, including estimated
parking costs per space.  b. Ten-Year Cash Flow Pro Forma  Please provide a pro forma for the project (in Microsoft Excel format with live formulas) indicating cash flow after debt service and anticipated
returns both with and without the requested City assistance.  i. The pro forma should clearly outline absorption, income, expense,
financing and reversion assumptions.  ii. If capitalized reserves are included in the development budget, please
indicate the amount expended by year within the pro forma.  iii. If there is an interest-only period extending into the operations period, include these payments within the cash flow and indicate when the debt
service will reflect permanent loan payments.
<ul> <li>iv. The pro forma should include any appropriate return calculations.</li> <li>v. Please include an anticipated amortization schedule for permanent financing and a construction period draw schedule indicating the timing of sources and uses of funds.</li> </ul>

c. Sources of Funds and Status  Please include documentation (e.g., preliminary, LOI, Term Sheet) on the status of debt, equity, and any other financing sources. Documentation should include any financing requirements of lenders or equity partners, such as a minimum debt coverage ratio. If the project includes Historic Preservation Tax Credits, New Markets Tax Credits, and/or Low Income
Housing Tax Credits, please include any available documentation related to tax credit assumptions (e.g., term sheets indicating interest and pricing from investors).
(10) CITY FINANCIAL ASSISTANCE REQUEST, STRUCTURE AND PROJECTION
Please include a clear narrative outlining the reasons the requested assistance is needed to make the project feasible. Please also provide a detailed description of the requested City financing amount and structure, for the entire term of the assistance request (live Excel model). Any underlying assumptions should be outlined including, as applicable:
a. Property tax payments and TIF increment
b. Term and percentage of abatement
c. Stabilized real estate valuation and basis for assumption
d. Stabilized sales tax generation and basis for assumption
e. Tax rate(s)
Incentive Fees  Commercial CRA: Initial - \$1,250, Annual - \$500 or 1% of abatement  TIF: Initial - \$15,000  JCTC: Initial - \$3,000, Annual - \$1,500
(11) LAND VALUE/ACQUISITION DOCUMENTATION
Please provide an executed copy of your land purchase contract(s), a recent "as is" land appraisal(s), and any other documentation to justify the purchase price of the project parcels, including sales comps. If applicable, include any information regarding Environmental Site Assessment (EIS).

	Please indicate any line items in the development budget that are costs to be paid to Developer affiliates and indicate the services to be performed. Examples of such costs may include development, construction management and brokerage fees.
	Please define plans for anticipated public outreach. To the extent possible, summarize previous phases of the project or previous community engagement.
If you b	PPLICABLE believe a particular item is not applicable to your project, please address the item by explaining why you believe it is not applicable.

## City of Cincinnati



February 18, 2021

To: Mayor and Members of City Council

202100669

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Modifying the salary range for the classification of

Water Works Construction Inspector

Attached is an Emergency ordinance captioned:

**MODIFYING** the salary range schedule for the classification of Water Works Construction Inspector by repealing existing Section 463, Division I, of Chapter 307 of the Cincinnati Municipal Code in order to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets.

This modification, at the request of the GCWW, addresses concerns of inequity raised by employees within the Water Works Maintenance Crew Leader classification. GCWW and HR conducted a market analysis to assess the compensation range against industry trends and the research con finned that the salary range for this classification is below market and requires amendment based on the level of responsibility, liability, and the scope of the work performed by the classification.

The Administration recommends approval of this Emergency Ordinance.

cc: William M. Brown, Human Resources Director Cathy Bailey, Greater Cincinnati Water Works Director

#### EMERGENCY

### City of Cincinnati

## KKF BWL

### An Ordinance No.

-2021

**MODIFYING** the salary range schedule for the classification of Water Works Construction Inspector by amending existing Section 463, Division I, of Chapter 307 of the Cincinnati Municipal Code in order to ensure that the new salary range is consistent with the level of responsibility and competitive with similar positions across internal and external job markets.

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

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

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

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

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

Section 1. That Section 463 of Division 1, Chapter 307 of the Cincinnati Municipal Code is hereby amended as shown below:

	Minimum	Maximum
Classification	Annual	Annual
Water Works		
Construction		<del>64,612.9</del> 4
Inspector	57,626.85	65,510.47
Step 1 (Hourly)		27.705217
Step 2 (Hourly)		28.809337
•		
Step 3 (Hourly)		29.931034
Step 4 (Hourly)	<del>31.06391</del>	4 31.495418

Section 2. That existing Section 463, Division 1, of Chapter 307 of the Cincinnati Municipal Code is hereby repealed.

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

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

Passed:	, 2021
	John Cranley, Mayor
Attest: Clerk	_
New language is underscored. Deleted lar	iguage is struck through.

## 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

202100670

David S. Mann

February 10, 2021

#### **MOTION**

**WE MOVE** that the Administration develop recommendations to finalize contracts implementing human services grants much sooner after Council approves the grant awards, so that the intended benefit of the grant awards is not unnecessarily delayed, sometimes for months.

Councilmember David Mann			

#### Statement:

Nine months after passing the last City budget, several agencies are still waiting for the finalization of their contracts. The "Human Services" funding supports agencies providing essential services to the most fragile of our citizens. According to a recent survey by the Human Services Chamber, these contracting delays have caused some organizations to experience additional financial stress and administrative burden. In some cases, fewer people received needed supports and services because funding was not available. It is essential for the well-being of our citizens that the city become more limber and be able to create contracts and provide funding within a month or two of the finalizations of the budget.

As of today, 19 agencies are still waiting for contracts to use Human Services Funds and 6 organizations are waiting for contracts and/or funds allocated through the Hands Up

## City of Cincinnati



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David S. Mann

Councilmember

Initiative. In addition, the anti-poverty initiative ProjectLift, which Council funded in the amount of \$600K, has been waiting for a contract and funding since August 2019.

Maybe, a focus group could be formed with members of the city administration, including Law and DCED, and representatives of the Human Service agencies, since the issue is multi-dimensional with many involved in the outcome.



February 22, 2021

To: Budget and Finance Committee 202100747

From: Paula Boggs Muething, City Manager

Subject: Presentation – Recreation Department FY 2022-2023 Biennial Operating

**Budget Needs** 

Attached is the Recreation Department's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on February 22, 2021.

cc: Christopher A. Bigham, Assistant City Manager



## Recreation Department Budget History

# General Fund Operating Budget FY 2017 – FY 2021

General Fund 050	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 9,749,960	\$ 9,596,732	\$10,115,020	\$ 9,900,650	\$ 9,708,805
Fringe Benefits	\$ 3,009,082	\$ 3,009,082	\$ 3,226,200	\$ 3,313,540	\$ 2,945,415
Non-Personnel Expense	\$ 2,826,750	\$ 2,839,644	\$ 2,826,750	\$ 2,772,860	\$ 2,793,110
Total	\$15,585,792	\$15,445,458	\$16,167,970	\$15,987,050	\$15,447,330

### Recreation Department Budget History

# Restricted Funds Operating Budget FY 2017 – FY 2021

Municipal Golf Fund 105	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 245,89	) \$ 282,071	\$ 209,660	\$ 212,050	\$ 191,170
Fringe Benefits	\$ 84,37	97,041	\$ 70,050	\$ 72,830	\$ 64,150
Non-Personnel Expense	\$ 5,676,31	5,676,310	\$ 5,676,310	\$ 5,211,110	\$ 4,634,410
Debt Service	\$ 324,74	\$ 310,050	\$ 297,290	\$ 40,630	\$ 673,130
Total	\$ 6,331,31	\$ 6,365,472	\$ 6,253,310	\$ 5,536,620	\$ 5,562,860
Stormwater Fund 107	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ -	\$ -	\$ 1,043,130	\$ 767,360	\$ 767,390
Fringe Benefits	\$ -	\$ -	\$ -	\$ 275,770	\$ 275,800
Non-Personnel Expense	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ 1,043,130	\$ 1,043,130	\$ 1,043,190
Income Tax Infrastructure Fund 302	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 472,02	\$ 484,550	\$ 551,760	\$ 556,320	\$ 561,950
Fringe Benefits	\$ 285,24	285,240	\$ 240,990	\$ 250,010	\$ 246,100
Non-Personnel Expense	\$ 256,30	5 \$ 256,300	\$ 208,680	\$ 178,900	\$ 24,590
Total	\$ 1,013,56	\$ 1,026,090	\$ 1,001,430	\$ 985,230	\$ 832,640
Recreation Special Activates Fund 323	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 2,851,32	\$ 3,487,150	\$ 3,328,420	\$ 4,073,400	\$ 4,100,790
Fringe Benefits	\$ 235,10	328,020	\$ 180,420	\$ 446,600	\$ 326,490
Non-Personnel Expense	\$ 1,111,75	\$ 1,111,750	\$ 1,111,750	\$ 1,311,030	\$ 1,471,470
Total	\$ 4,198,17	\$ 4,926,920	\$ 4,620,590	\$ 5,831,030	\$ 5,898,750

## Department Organization Chart

### **Cincinnati Recreation Commission**

### Director's Office

### **Community Recreation**

- West
- East
- Special Operations

#### Administrative Services

- Financial Management
- Maintenance
- Human Resources
- Golf
- Information Technology
- Planning and Development
- Marketing and Communications



### Department of Recreation Significant Budget Issues Staffing

- ERIP Impact reduction in staffing levels has impacted service delivery and hours of operation.
- Projected Budget reductions for FY 2022 and FY 2023 will further have a negative impact on operations.
- CRC extended recreation centers hours to accommodate school day enrichment to support the CPS virtual classroom.





### Department of Recreation Significant Budget Issues Staffing

- CRC business plan suggests that CRC is overextended financially.
- CRC needs to add a business manager, marketing manager and grant manager to its Table of Organization.
- More CRC indoor and outdoor maintenance staff, turf managers, laborers and truck drivers are needed.





## Department of Recreation Significant Budget Issues Staffing

 CRC had to absorb extended hours for Summer 2020, Fall 2020 and Winter 2021 (evenings, Saturdays and Sundays).





# Department Significant Issues Non-Personnel

- Maintaining adequate PPE supplies for staff and participants.
- Additional product costs of cleaning and maintaining buildings.
- Enhancing department technology to include software and hardware (Wi-Fi at recreation centers, pools and recreational areas).





# Department Significant Issues Non-Personnel

- CRC provided school day enrichment (SDE) and after school scholarships during the pandemic.
- CRC will need to continue to increase virtual programming.
- Continue with security camera enhancements across the system.
- CRC has assets that need major capital repairs.
- Continue to offer training and development opportunities for staff at every level within the organization.
- Continue to address deferred maintenance of CRC assets (advocate for a tax levy).





# Department Significant Accomplishments

- CRC partnered with Health Department to offer COVID-19 vaccination sites serving more than 6,000 residents.
- Awarded CAPRA Re-accreditation.
- Received various grants and federal funds.
- Provided emergency pandemic childcare, SDE programming and after school care.





# Department Significant Accomplishments

- Safely Operated 9 pools during the height of the COVID-19 pandemic.
- Expanded public Wi-fi at recreation centers.
- Served over 300 children in the Annual CRC Holiday Toy Drive.
- Provided over 60,000 Meals to seniors between March and September of 2020.





# QUESTIONS?





### **Dear Friends of CRC:**

The Cincinnati Recreation Commission's mission is to create exceptional recreational experiences through our programs and facilities. We embrace Cincinnati's spirit by creating a culture of lifelong personal growth.

2018 was an excellent year at CRC. Our goal was to provide programs that enhanced personal health and wellbeing while being recognized as a leader in recreation. Last October we launched our Business Plan to gain a new focus on programming and facilities that better meet the needs of our communities. This Program and Facilities Business Plan will serve as our road map for the next five years.

Our team spent countless hours with citizens, community partners, CRC staff, local government leaders, City Councilmembers, the City Manager and the Mayor, as a way to receive valuable input to inform our business plan.

It is an honor to share this Executive Summary. I ask that you take a moment to read our roadmap for the future. I also encourage you to visit www.cincyrec.org to read our full business plan.

I am excited to spend the next several months sharing our new business plan across this city with citizens. Working together, we will make Cincinnati a better place to live, work and play.

Sincerely,

**Daniel E. Betts** 

Cincinnati Recreation Commission

Director



# Welcome

The Cincinnati Recreation Commission (CRC) desired a Programs and Facilities Business Plan to serve as the CRC's road map for the next five years and will recommend program direction, facility operations, maintenance and capital improvements based on community needs. The plan provides an extensive overview of the system including historical context regarding CRC's rich history and national prominence; in addition to clearly stating its current condition, needs, cost for meeting needs, and future challenges.

This plan includes an inventory of current, as well as desired facilities and programs needed to serve the community. The plan also prioritizes direction for the future programming of CRC's park and recreational assets and services. The study includes a community-supported action plan that provides guidance for future development and redevelopment of programs, facilities and services.



# Goals

### KEY GOALS FOR THE BUSINESS PLAN INCLUDE:



### COMMUNITY ENGAGEMENT

### DATA SOURCING

### OPERATIONAL PREPAREDNESS

### REALISTIC STRATEGY

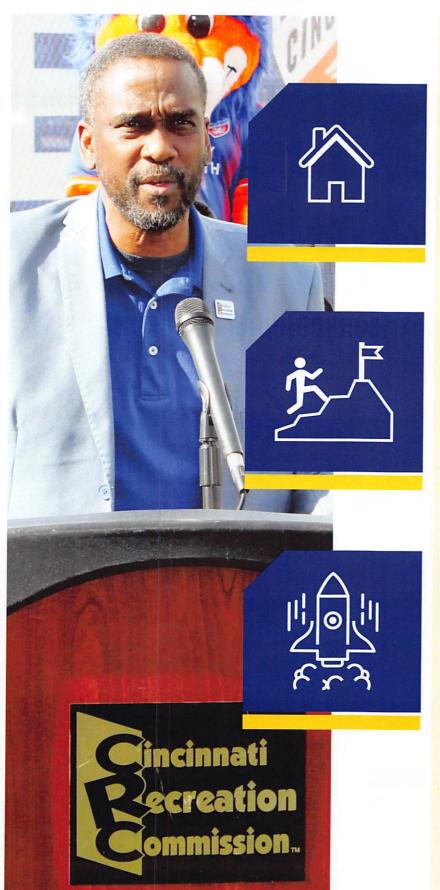
Engage the community, CRC leadership and stakeholders to build a shared vision for the Commission to further develop service improvement opportunities, as well as understand how to best serve current and projected recreation needs of the community in programs and facilities.

Utilize a wide variety of data sources and best practices to predict trends and patterns of use and how to support continuous improvement culture and efficiency, as well as assess current recreation needs for park programming and facilities.

Shape financial and operational preparedness through innovative and "next" practices to achieve the strategic objectives and recommended actions for facility utilization, operational staffing, pricing and revenue and registration.

Develop a dynamic and realistic strategic action plan that creates a road map to ensure long-term success and financial sustainability for CRC, as well as action steps to support cultural vibrancy, strong social connections among communities, and quality of life for the community and businesses that make Cincinnati a great place to live.

# Process



### Where are we today?

- Site and facility operational assessments
- Programs and services assessments
- Classification of services
- Level of service standards

## Where are we going tomorrow?

- · Community needs analysis
- Demographics and trends analysis
- Benchmark and comparative analysis

# How do we get there?

- Needs prioritization
- Financial management and operations strategy
- Funding and revenue planning
- Strategic action plan

# About Us

We have...

954 Acres

24
swimming
pools and
aquatics
facilities

1,500+ programs offered



# Community Engagement





900+
community
members
engaged in the
planning
process

507 online survey respondents

community workshops

30 stakeholder interviews



# Key Issues

### Organizational

- CRCs role and priorities in the City of Cincinnati has not had a clear and focused vision.
  - CRC is over-extended financially and will need to have partners help deliver services.
    - Hours of operation not adequate (i.e. evenings, weekends).
      - Better coordination/partnership between schools, the City, and CRC.
        - There is a lack of corporate partners to help the system become more relevant.
        - CRC lacks the appropriate level of dedicated funding to maintain the system to the community's expectations.
        - The Department lacks a business development office to help them raise outside revenue to help maintain, and deliver recreation programs.

The following are key issues that the Business Plan addressed based on an assessment of the three key areas. These include Organizational Issues, Facility Issues and Program Issues.

These issues were identified from interviews with key stakeholders, the community, staff, and consultant observations from all the pieces of work that were completed as part of developing this Business Plan for the CRC.

### Program

- The Department lacks an effective pricing policy based on what is a core essential, important and value-added program which focuses on the level of public good and private good.
- There are many programs at the end of their lifecycle and need to be evaluated and/or replaced with new program offerings based on what the community desires for that part of the City.
- Staff training in program delivery is lacking across the system in all core program services and a standard skill set assessment is missing in evaluating staff capability in program delivery.
- There is not a marketing and branding plan in place to reposition CRC for the future as it applies to health and wellness, community development, economic development, keeping kids safe and making CRC the center of the neighborhoods they represent.
- Programs are competing against each other across the system and better coordination of what should be provided within the planning areas and at each center is needed.



### **Facility**

- Many underutilized facilities are taking resources away from the system with little return on investment and should be updated to meet the needs of the community or be eliminated.
- A disposal process is not in place for when and how to eliminate an underutilized recreation facility.
- Outside recreation facilities like sports fields, playgrounds, trails and pools need to be updated to match what the neighborhood recreation facility needs are for the community and how to partner with other service providers who are looking for facilities to help program areas that CRC cannot support.
- There is a desire for year-round state licensed childcare and after-school programs in recreation centers as part of the Preschool Promise program to receive government funding to help offset staffing and facility costs, but no plan is in place to address this issue in the system.
- CRC community center memberships are not competitively priced compared to other providers like the YMCA in the city with similar facilities and programs.
- The Department has a backlog of needed capital repairs for buildings, pools, parking lots, amenities
  and equipment replacement needs of more than \$97,041,000 dollars and growing with no source of
  dedicated funding for capital costs to slow down the fixed asset problem.
- Many facilities were designed for other purposes and have been repurposed into community recreation centers forcing staff to retrofit programs into poorly designed and inadequate program spaces which limits the user's experiences.
- Currently, most of the recreation centers lack the appropriate hours, staffing, program spaces, equipment and functionality to become destination recreation facilities.

# Implementation



# GOALS

Goal Statements specific to Operations & Maintenance, Recreation Facility, and Recreation Programs are provided to assist with prioritization and decision-making.



### Operations and Maintenance

Create a model recreation system for the state of Ohio that promotes a positive image of Cincinnati and the services provided



### **Recreation Facility**

Enhance existing recreation facilities to support the program needs of all residents increasing the use of facilities and programs while creating a sense of place for people of all ages to experience



### **Recreation Program**

Provide innovative professional developed recreation programs that are creative, fun, safe, and that promote healthy lifestyles and support a diversity of users for people of all ages



### **Financials**

Ensure the public trust through responsible management of public funds



### Parkland

Maximize the value of park lands, amenities and trails as community assets that residents will use and connect with for generations to come.

# Strategies

These strategies represent the major ideas or philosophies recommended by the consulting team that are required by the municipality to implement the Business Plan.



### **Recreation Program**

03

- Recruit and retain quality recreation professionals and staff
- · Develop effective partnerships
- · Add five new core programs
- Programs need to drive design of all facilities
- · Eliminate programs competing with each other

### **Financials**

04

- Develop mini business plans for all recreation centers, sports facilities, and pools
- Maintain fee schedules with current market conditions
- Develop a dedicated funding source
- · Create permanent partnerships

# 05

### Parkland

- Establish a true partnership with Cincinnati parks
- Establish a working partnership with Great Parks
- Update existing parks that are underutilized with new park master plans
- Develop loop trails within the parks and connect to regional trails



# **CRC Divisions**

### & Services

#### **RECREATION CENTERS**

CRC recreation centers are focal points for health and wellness, community involvement and social interaction. CRC's facilities are located throughout Cincinnati and are a vital component of Cincinnati neighborhoods by helping to maintain a high standard for quality of life.

#### **AQUATICS & POOLS**

CRC's award-winning Aquatics Division operates a combination of outdoor and indoor, deep-water and shallow-water pools and spraygrounds to provide fun, safe and quality aquatic programs. In addition to providing water fun and open swimming, CRC pools and aquatic facilities double as water classrooms with swim lessons, and provide hundreds of summer employment opportunities.

#### **ATHLETICS**

The Athletics Division provides Cincinnati residents with fun, safe and quality programs in community-based environments. CRC's hundreds of ballfields, sand volleyball, tennis and basketball courts offer hours of enjoyment.

#### GOLF

CRC's six golf courses offer great golf at truly affordable prices. The courses are conveniently located and feature exceptional service in a friendly atmosphere. The courses offer a comprehensive adaptive golf program which caters to those with physical and cognitive disabilities.

#### SENIORS

CRC senior programs offer something to fit every lifestyle for those 50 and older. CRC recreation centers offer activities for mature adults such as Pickleball, aerobics, crafts and dance. Annual events such as the Southwest Ohio Senior Olympics and the Senior Citizen Hall of Fame celebrate seniors across Cincinnati.

#### **THERAPEUTICS**

Created in 1968, the CRC Therapeutic Recreation Division is nationally and internationally recognized as a leader in programs for individuals with mental, physical, learning and emotional disabilities. Adapted and inclusive activities include Miracle League baseball, aquatics, fitness, social gatherings, bowling leagues, instructional and team sports, and wheelchair sports. All individuals are invited to participate in any CRC program.

#### FINANCIAL MANAGEMENT

The Financial Management Division provides comprehensive financial oversight to support CRC's goals and objectives. The division prepares and monitors the all-funds operating budget. It provides business and accounting services while assisting all programs in achieving their performance target.

#### **HUMAN RESOURCES**

HR provides the support necessary to ensure delivery of Cincinnati Recreation Commission's services. HR provides employee training and works with personnel across all levels.

#### **MAINTENANCE & TRADES**

The Maintenance and Trades Divisions maintain CRC's facilities and keep CRC operational on a daily basis by ensuring the safety and care of all CRC facilities. Maintenance performs indoor and outdoor grounds duties such as grass cutting, trash pick-up, playground equipment repair, and field upkeep. The Trades Division provides expertise in areas such as electrical, HVAC, roofing, carpentry, plumbing and painting.



### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202100747	Presentation	Held
	•	ula Boggs Muething, City Manager, dated epartment FY 2022-2023 Biennial Operating
	Introduced: 2/19/2021	Controlling Body: Budget and Finance Committee
	Meeting Date: 2/22/2021	Sponsor(s): City Manager
	Drafter: CMOltemApproval@cincinnat	-oh.gov



February 22, 2021

To: Budget and Finance Committee 202100748

From: Paula Boggs Muething, City Manager

Subject: Presentation – Parks Department FY 2022-2023 Biennial Operating Budget

Needs

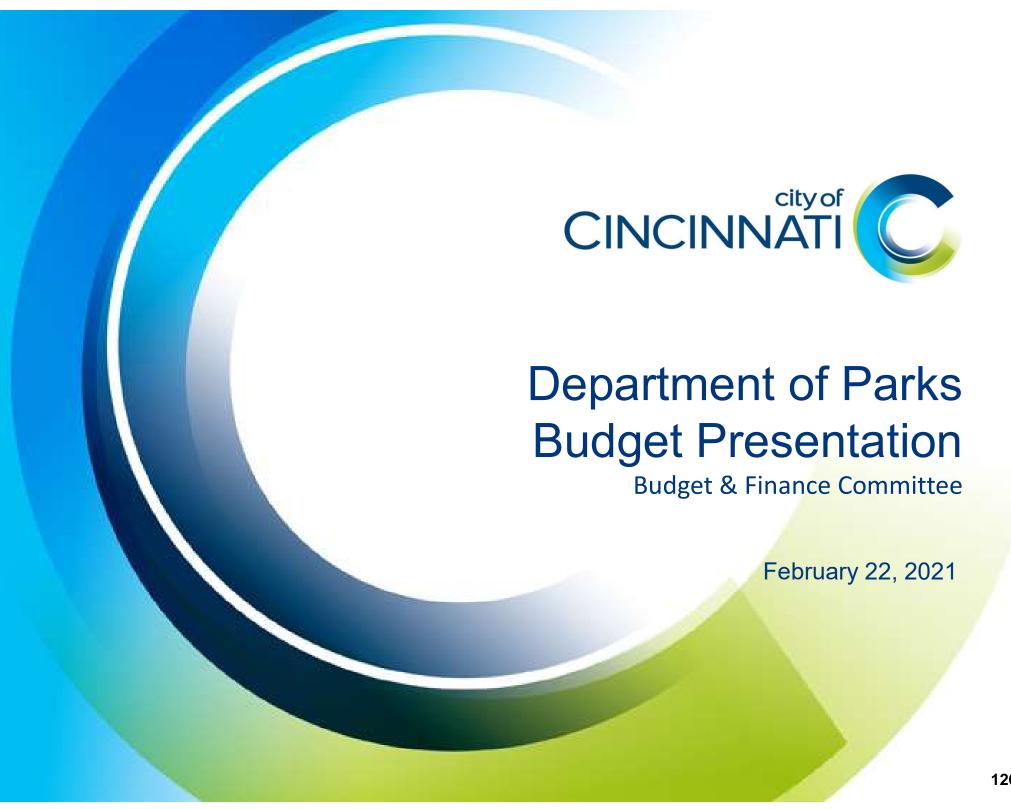
Attached is the Parks Department's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on February 22, 2021. Additionally, there are three attachments accompanying the presentation.

Attachment A: Amid Protest and Pandemic, Urban Parks Show Their Worth

Attachment B: BrandStetter Carroll Progress Report – Preliminary

Attachment C: Cincinnati Parks Map

cc: Christopher A. Bigham, Assistant City Manager



## Parks Department Budget History

## General Fund Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	4,416,710	4,696,360	4,593,380	4,403,010	3,741,550
Fringe Benefits	1,425,120	1,472,724	1,329,410	1,479,570	1,298,800
Non-Personnel Expenses	2,896,670	2,901,540	2,961,540	3,187,670	3,233,530
Properties	0	43,000	0	0	0
Total	\$ 8,738,500	\$ 9,113,624	\$ 8,884,330	\$ 9,070,250	\$ 8,273,880

## Parks Department Budget History

Appropriated Restricted Funds
Operating Budget
FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
107 - Stormwater Management	883,920	883,920	2,994,230	1,939,390	1,934,860
301 - Street Construction Maintenance & Repair Fund	362,380	376,110	384,120	392,120	395,240
302 - Income Tax-Infrastructure Fund	1,700,810	1,829,053	1,864,360	1,827,460	1,602,580
318 - Sawyer Point Fund	1,420,980	1,642,900	1,668,480	1,510,300	1,490,820
329 - Cincinnati Riverfront Park	363,040	489,475	913,930	992,410	997,840
759 - Income Tax-Transit Fund	30,070	30,070	30,670	30,980	31,300
Total	\$ 4,761,200	\$ 5,251,528	\$ 7,855,790	\$ 6,692,660	\$ 6,452,640

## Parks Department - Service During COVID-19

- Cincinnati Parks an essential service during the pandemic
- Historic investment and vision
  - Oases in the middle of an industrialized city
  - 1907 Kessler Parks Master Plan
  - 1925 Comprehensive City Plan
  - 1992 'Planting the Future' Parks Master Plan
  - 2007 Centennial Parks Master Plan
- Parks open and safe for Community when everything else was closed
  - 2020 5<sup>th</sup> best City ParkScore Rankings
    - Trust for Public Lands















# Parks Department - Organizational Impacts of COVID-19

- Organizational response
  - ERIP Impact
  - Organizational restructuring opportunity
    - Eliminated historic silos and barriers to professional advancement
    - Advancement of over 15 staff internal promotions









## Parks Department - Staffing Issues

- Gap in amenity improvements
  - Establish Carpentry team
    - Add 2 FT Facility Maintenance Specialists
      - Example: Enhanced trail improvements
- Concern Impact of 8% budget reduction exercise
  - Decrease in PVA Filled positions after ERIP
  - Will require us to look at loss of services

# Parks Department - Significant Issues Capital Needs

- FY 2021 Completion of Facilities & Infrastructure Study
  - \$74m in capital needs
  - Poor and fair assets total \$14m/\$28m
  - FY 2022/23 Capital Budget request is \$3.5m annually
    - Requested exceptions of \$843k (FY 2022) and \$1.3m (FY 2023) for road and parking restoration

# Parks Department - Significant Issues Loss of Revenue

- Parks has suffered \$2.5m revenue loss in restricted funds
  - Revenue supports operational costs
    - Krohn Conservatory
    - Riverfront Parks
      - Sawyer Point
      - Smale Riverfront Park
    - Explore Nature! programming
    - Parking, permits, rentals, and events

# Parks Department - Significant Issues Loss of Revenue

- Krohn Conservatory
  - Loss of Revenue \$980k
  - Pre-pandemic fund balance \$1.2m
  - Projected May 2021 fund balance \$400k
  - Restricted fund supports staff
    - Expended \$671k (3/2020-1/2021)
      - Essential staff retained to care for the historic collection and COVID safe plant sales
      - Use stimulus dollars to relieve loss?

# QUESTIONS?



#### CNN.com

#### Amid Protest and Pandemic, Urban Parks Show Their Worth

U.S. cities are now seeing the critical role that public space plays during a crisis. But severe budget cuts are looming. Can investing in parks be part of the urban recovery?

Patrick Sisson
June 4, 2020, 10:57 AM EDT



Protesters gather at Dolores Park in San Francisco, California on June 3. Between hosting protesters and pandemic-weary residents, urban parks are seeing a surge in use. Josh Edelson / AFP via Getty Images

During this extraordinary time in America's cities — weeks of coronavirus lockdowns followed by mass protests against police violence and racial inequality — one theme runs through the twinned crises: the power and value of public spaces.

The nation's parks experienced a surge of use during the pandemic that closed stores and businesses and kept so many Americans isolated in private. Since March, when coronavirus restrictions in the U.S. were enforced en masse, still-open city park facilities saw soaring numbers of visitors. Popular trails in Dallas, which tracks visitors, saw usage climb from 30% to 75% in March. In Minneapolis, during the still-cold month of March, trails experienced summertime levels of usage. Erie, Pennsylvania's Presque Isle State Park saw visitor numbers jump 165% year-over-year during the third week of March.

"Parks are the most valuable resource in the city at this point," says J. Nicholas Williams, director of the Parks, Recreation and Youth Development Department in Oakland, which has also seen an uptick in visitors in the last few months.

Then came the protests over the killing of George Floyd on May 25, triggering a wave of mass demonstrations that, in venues such as Lafayette Square in Washington, D.C., and Cal Anderson Park in Seattle, are using these same public spaces as stages for protest. That, too, is part of the critical role they play in urban life.

"The thing I tell people about parks and public spaces is they can be platforms for equity, and the events of the last week in America show the public realm is the essential platform for equity," says James Hardy, Akron, Ohio's deputy mayor for integrated development, who focuses on parks and public space. "It's especially evident when the press and disregarded members of our community need these spaces to communicate truth to power."

But amid this rediscovery of the value of parks, steep budget cuts now loom: City tax revenue is drying up, the need to provide additional protective gear for staff is expensive, and funds from special permits and fees, from athletic events to large outdoor concerts, may be small or non-existent during this socially distanced summer. The ongoing protests against police brutality and inequality both highlight the importance of public space for civil action and engagement and likely add to repair and maintenance costs.

A survey from the National Recreation and Park Association in mid-April of more than 300 park commissioners found half had been asked to make budget cuts this year between 10% and 20%, and many have already instituted hiring freezes or laid off part-time and seasonal staff. New York City faces a \$61.3 million cut in its park budget. Coming shortfalls may mean delayed maintenance, shelved plans and deteriorating facilities.

"This is a critical time for public space, perhaps more than we've seen in past decades," says Bridget Marquis, director of the Civic Commons Learning Network, a national nonprofit initiative focused on public spaces. "We're seeing the gaps and how we've let them erode in many places." According to Parks and the Pandemic, a report issued last month by the Trust for Public Land, cities are repurposing this open space in ways that aid the civic response to the coronavirus. Toledo, Ohio's botanical garden, for example, has been transformed into a Covid-19 test site. The report also highlights how the coronavirus, and the nation's response to it, has accelerated existing divides and inequality. Despite big investments in signature parks like the reconstructed Brooklyn Waterfront or the \$100 million expansion of Klyde Warren Park in downtown Dallas, a widespread lack of equitable access to green space remains. That gap stands to widen further with Covid-related budget cuts.

But there's some cautious hope here, too: This convergence of crises could ultimately help convince local leaders and the public to reconsider the importance of public space, and even see parks as part of a broader plan for economic and social recovery.

"We're optimistic and excited around the top-to-bottom interest in this issue," says Benita Hussain, director of the Trust for Public Land's 10-Minute Walk campaign. "There are challenges, but there is a lot of hope, because the will politically to make public space and parks remain a priority is there."

Hussain leads the Trust for Public Land's signature initiative, which calls for making sure every American is within a 10-minute walk to a public park or green space. That goal is far from being realized, with 100 million Americans, and 27 million children, lacking such access. In some cities — such as Charlotte, Oklahoma City, and Mesa, Arizona — less than half of residents live that close to a public recreation facility.

"We haven't been investing in civic infrastructure, parks, and trails," says Marquis. "I hate to say there's a silver lining to Covid-19, but it's a time to recognize what we prioritize in this country. I hope part of the legacy will be an equitable and resilient investment strategy in the public realm."

It's not hard to find examples of the public's new appetite for public space in the midst of a pandemic. While so many places to congregate have closed or changed, parks and public spaces still provide places to relax and decompress while maintaining social distance.

"The Covid-19 response, while clearly necessary, created a huge burden of cabin fever, loneliness, anxiety, stress, and personal loss," Howard Frumkin, professor emeritus of Environmental and Occupational Health Sciences at the University of Washington School of Public Health, told the report's authors.

Before the coronavirus crisis hit, park finances were on the upswing, according to Charlie McCabe, a city parks researcher with the Trust for Public Land. Public funding for city parks hit roughly \$8 billion nationwide in 2019, a slight increase from the last few years, as the robust pre-pandemic economy allowed some cities to invest in improving and reconstructing parks, McCabe says, spending money on newly popular amenities such as dog parks and splash pads, as well as recreation and senior centers.

This resurgence was long delayed: After increasing 15% between 2003 and 2007, city spending on parks plummeted 22% as the Great Recession arrived in 2008, according to the NRPA. Spending was slow to recover. By 2013, parks represented just 1.9% of local government spending, down from 2.2% in 2000.

"Part of the reason people have been protesting is disinvestment in public spaces to begin with, especially in black neighborhoods."

Coronavirus has forced city park departments to respond to fast-changing public health rules and needs. In addition to opening up trails, adapting space to social distancing, and converting golf courses to parks, a third of park and recreation departments are also offering emergency services, says Kevin Roth, vice president of research, evaluation, and technology at the NRPA. This includes converting recreation centers to shelters, delivering meals, setting up testing sites, and providing day care to children of first responders and health care workers.

"It's really quite challenging now," says McCabe. "Many amenities, especially the ones that have been invested in heavily in recent years, have closed due to concerns over close contact, while parks have

needed to quickly adapt to provide enough access to walk and bike on trails and open fields, which often get crowded.

Hussain says many park departments are cutting costs by engaging citizens to help; Rochester, New York, has instituted a pack-in pack-out trash policy, similar to what's seen at national parks. There's also a legislative push in Congress to get the Great American Outdoors Act, which would add \$900 million annually to the Land and Water Conservation Fund and help address the maintenance backlog for the nation's parks.\*



Demonstrators observe a moment of silence during a protest over the killing of George Floyd by in Brooklyn's McCarren Park on June 3.

Scott Heins/Getty Images

Still other park advocates and staff see this moment of crisis as the right time to make the case for parks as key parts of larger economic recovery, and community investment plans, especially commercial corridors hard hit by both the pandemic and damage during ongoing protests. It's not just savvy political thinking, but a smart way to integrate smaller, community-focused green space in neighborhood-level development.

In Detroit, where the city faces a \$348 million budget shortfall over the next 16 months, park officials point to the ongoing Strategic Neighborhood Fund, a public-private initiative focused on building up commercial corridors across the city, as a model that can help make parks part of broader initiatives. The program, which has made parks and streetscape improvements pillars of the process, aims to make green spaces part of inclusive economic development; that may mean including parks in housing programs, and looking beyond traditional standalone "trees and recreation" thinking to figuring out how parks can fit into larger projects.

"The city just emerged from bankruptcy five years ago, so we've been doing economic recovery here ever since," says Alexa Bush, a design director for Detroit.

Akron's newly created Office of Integrated Development also focuses on making parks part of larger investments in neighborhoods and civic infrastructure. Hardy, the city's deputy mayor for integrated development, says that parks programs by themselves can struggle to get funding but fare better when included in larger programs about job access and the quality of public space.

Despite facing an estimated 20% decrease in municipal funding this year, Akron plans to focus on projects and priorities in traditionally redlined and lower-income neighborhoods first, says Hardy. It's all about being strategic and prioritizing the places that need it the most. Parks, community centers, and libraries are always the easiest to eliminate, Hardy says; he cautions that policymakers desperately need to do the opposite, doubling or tripling investments in public space. He fears that city leaders may look at the protests of the last week and see parks as a thing to cut, to limit the liability that comes from mass civic action. That mindset will only deepen the inequality.

"Part of the reason people have been protesting is disinvestment in public spaces to begin with, especially in black neighborhoods," he says. "Parks and park access are part of the large narrative of racism and discrimination against African Americans."

To the extent possible, Akron is trying to say no to cuts, and view recreation as an essential public service. That's a paradigm shift, and one that, post-Covid, park managers hope becomes standard practice.

"Parks are as important as roads and bridges, they're not something to get to later," Hardy says.

"They're where people from different backgrounds come together and find themselves on equal footing.

They're essential to the American experiment, and this is a great opportunity to make that argument."

PROGRESS REPORT #5
CINCINNATI PARKS INFRASTRUCTURE ASSESSMENT
CINCINNATI PARK BOARD
PROJECT NO. 19087



November 24, 2020

The following report summarizes the progress to date and methodology. A more detailed summary report of the findings is being prepared.

#### I. INTRODUCTION

This study assessed the Cincinnati Park Board park system's facilities and infrastructure to determine capital improvement needs, priorities, and costs. The study results will drive future capital improvement budgets and provide the levels of need and urgency for repairs, renovations, and replacements. The CPB has an aging system and facilities which host large numbers of users. Therefore, it is critical to perform this assessment to get a firm handle on the expanse of the capital needs to bring the system up to current standards for safety and to avoid further deterioration.

#### THE PROJECT TEAM:

The following firms were part of the Assessment Team

- **Brandstetter Carroll Inc** Prime consultant and assessment of roads, parking, curbs, slide areas, and concrete ponds.
- **Human Nature Inc.** Site assessments of walks, playgrounds, site furniture and amenities, plazas, and more. Also in the updating of costs from the 2007 Centennial Master Plan.
- GOP Limited Structural Engineering assessment of walls and structures.
- **E2M Engineering Inc.** Assessment of mechanical, electrical, and plumbing engineering for structures, sites, and site lighting.
- **TEC Engineering Inc.** Calculation of areas for roads, parking lots, walks, steps, and plazas.
- Brownstone Design Inc. Will prepare the final report graphics.

#### II. THE ASSESSMENT PROCESS

**INITIAL COORDINATION MEETING** - The process began with a coordination meeting of the BCI Team and CPB Staff to discuss specific issues to be assessed as part of the process.

**PREVIOUS STUDY REVIEW** - The Team then reviewed previous studies and information provided by the CPB staff prior to performing the assessments.

- a. 2007 Centennial Master Plan
- b. Previous Capital Improvement Plans
- c. 2002 Park Structures Assessment
- d. Infrastructure records and needs
- e. ADA facility and site assessments by the ADA Transition Team
- f. Individual park and facility master plans to update and determine costs for:
  - 1) Krohn Conservatory renovations and additions
  - 2) Nature Center upgrades

#### GIS MAPPING

Sites were mapped to illustrate GIS information available, such as the property boundaries, structures, walls, walks, roads, parking, fences, and some limited utility information available through GIS and provided by CAGIS. A GIS map was prepared to illustrate the current CPB parks and parks by others to assist the Team in locating the parks to be assessed.

GIS, Google Earth, and other methods were used to estimate the surface area of roads, parking lots, plazas, and walkways prior to field visits.

#### **CPB ARCHIVES REVIEW**

The Team spent two days in the CPB archives searching for floor plans, construction drawings, and utility plans to assist in the effort.

#### **FACILITIES INVENTORY**

The Team prepared a detailed spreadsheet of the sites and facilities provided at each site that needed to be assessed. Sites with no facilities or that were operated by the Cincinnati Recreation Commission or Great Parks of Hamilton County were omitted from the assessment list.

#### SITE AND STRUCTURE ASSESSMENT VISITS

- A. One group assessed the roads, parking lots, and curbs.
- B. Another group assessed the playgrounds, walks, site furniture, ADA access to facilities, and other site elements.
- C. Another group assessed the structures, including comfort stations, pavilions, shelters, nature centers, offices, lodges, and more.
- D. Another group assessed the concrete ponds.
- E. An aquatic engineer analyzed the fountains.
- F. These Advance Teams identified problem areas that needed further analysis by the Structural Engineers (walls and structures), Aquatic Engineers (for fountains), and Mechanical, Electrical, and Plumbing (MEP) Engineers. These included park lighting, plumbing, and electrical issues in specific structures, retaining walls, the fountains and water features, and areas known for potential slides.

**FACILITY QUALITATIVE ASSESSMENT CHECKLISTS** were prepared by each discipline as part of an interdisciplinary team at each site.

- A. Aspects that were inventoried and evaluated on the Qualitative Assessment Forms included:
  - 1. ADA compliance of structures and site
  - 2. Structures:
    - a. Size and conditions by room
    - b. Structural condition
    - c. HVAC
    - d. MEP conditions
    - e. Roof
    - f. Walls, floors, and ceiling
    - g. Interior surfaces
    - h. Circulation
    - i. Security
    - j. Utilities
    - k. ADA
  - 3. Site:
    - a. Parking and access roads and curb
    - b. Security
    - c. Lighting and electric power
    - d. Utilities
    - e. Stormwater system condition
    - f. Retaining walls
    - g. Walkways and stairs

- h. Site furnishings
- i. Concrete lined ponds
- j. Playgrounds and surfacing
- k. Land management (erosion control and hillside management)
- Signage and wayfinding
- **B. STANDARD UNIT PRICES** Following the assessments, the Team prepared a list of the most common improvement costs to be used in the cost estimating process.
- **C. FACILITY CONDITION RATING** The Team used the forms to document the condition, cost to repair, and priority level for each of the above. The cost to improve each issue was prepared. The forms used the following categories to identify inventoried items:
  - Excellent New / well maintained condition; no improvements anticipated within ten years
  - Good Minor wear; minimal improvements needed; should be re-evaluated after five years
  - **Fair** Significant wear / damage; needs repair; should be repaired or replaced within 3-5 years; asset functions now but is near the end of its life cycle.
  - **Poor** Needs replacement or renovation; should be repaired or replaced within the next two years; reasons for this ranking include:
    - Unsafe conditions
    - Threat of further deterioration
    - Lacking in ADA Accessibility
    - Unsightly condition
    - Replacement parts not available
- **D. PHOTOGRAPHS** Photographic analysis was used to document the conditions of each facility.
- **E. COMBINED ASSESSMENT FORMS** BCI consolidated the various evaluations into a separate Excel spreadsheet for each park (with tabs for the various disciplines). For larger sites, tabs are included for individual areas. A separate form was completed for each structure.
- **F. Cost Estimates** These evaluation forms provided the foundation for a comprehensive spreadsheet identifying the costs for each type of facility. This table is sortable by facility type, condition level, and park. Most costs are based on the cost of upgrading to current standards. In the case of underground utilities where the condition could not be determined without use of video cameras in the pipes, overall replacement cost was ascertained using type and size of the existing utilities. The Civil Engineers typically recommend municipalities use the cost of the new infrastructure divided by a 50-year life to budget for annual utilities replacement. Due to the age of the CBP system, the estimates prepared include 15% of the replacement cost for those items to be replaced or repaired over the next ten years.
- **G. FAIR AND POOR CONDITION ITEMS** The Team also prepared a spreadsheet to highlight the items that were identified as "Fair" or "Poor" with the replacement/improvement values for each.
- H. 2007 CENTENNIAL MASTER PLAN UPDATE COSTS The Team met with CPB staff to discuss the recommendations from the 2007 Centennial Master Plan to identify the improvements that have been accomplished and those that still need to be implemented. Additional improvements desired by CPB but not outlined in the 2007 Plan were also identified. These additional costs are currently being updated.

#### III. FINDINGS AND COST SUMMARY

#### **OVERALL FINDINGS**

The current cost to improve existing infrastructure is estimated at \$60,820,827. This includes over \$22 million in the "Fair Condition" category and over \$11 million in the "Poor Condition" category, meaning this is the amount needed to bring existing facilities up to a safe and functional state or to avoid further deterioration.

Overall, the Team's analysis finds that those facilities used for their intended purposes are in very good condition. However, there are significant issues with those facilities which are no longer used and are not maintained. For example, Inwood Pavilion is over 100 years old and a former pool bathhouse and pavilion. Since the removal of the pool a function and use for the space has not been determined. As a result, the facility has fallen into disrepair to the point that it will take significant renovation to save the historic structure. As another example, former concession stands that are now used for storage have considerable structural degradation.

#### **ANNUAL BUDGET ITEMS**

In addition to the infrastructure needs identified by the Team for this report, the following amounts are recommended to be budgeted annually to cover anticipated costs based on expenses CPB has historically incurred.

Fountains and Water Features \$250,000
Emergency Utility Maintenance \$150,000
Emergency Damage / Vandalism \$150,000

#### **METHODS AND FINDINGS**

#### A. ROADS, CURBS, AND PARKING

TEC Engineering performed a review of CAGIS, Google Earth, and other sources to identify the quantities of various types of pavement, including for roads, parking lots, walks, steps, and plazas. The BCI Team supplemented this data with scans of site plans from the CPB archives and charts from CPB. Maps of each park were prepared and used for field inspections. Notes were taken in the field as well as photographs. In some cases, Google aerial mapping and Google Street View images were reviewed after the field investigations were completed.

These surfaces were ranked as Excellent, Good, Fair, or Poor. Unit price data came primarily from local municipal paving programs and were used to estimate the cost of the appropriate necessary work. This method has been used successfully by BCI for many years to plan annual street paving programs and to apply for grants where appropriate.

The costs included on the assessment forms are for those elements rated as "fair" or "poor" and which will need either replacement or repairs in the next few years. The provided tables include the quantities of all roads and parking lot areas.

#### **B.** UTILITIES

The utility data collection primarily included length, diameter, material type, and age using a combination of CPB's records and available CAGIS data. In some cases, the age is estimated from building permit records. For parks that have one facility on site and no available mapping CAGIS records were used to estimate the length of the water service and sewer lateral. The extent of the services was estimated using the facility's use and size.

The quality and condition of the utilities is difficult to identify without testing and the use of cameras in the pipes, methods that were beyond the scope of this assignment. Also taken under consideration is the fact most utility lines have a 50-year life span - many of the CPB parks are well over that 50 year limit. Typical construction unit pricing was used to calculate total replacement cost. A cost equal to 15% of the total replacement cost was added for areas which may need repairs or replacement over

the next ten years. Parks that are newer or have had utilities replaced were omitted from the formula (e.g., Westwood Town Hall, Washington Park, and Smale Riverfront Park).

It should be noted that age is not the primary factor for determining when an underground utility should be replaced. Pipe material dating as far back as the 1920's and 1930's is often higher quality then post WW II materials and workmanship. Additional factors to consider include ground conditions, soil type, and vegetative growth above the utility.

Past performance is a good indicator of need. This makes it critical that CPB personnel maintain accurate repair and replacement records, including the type of failure. For example, a longitudinal failure along the crown of a pipe has different causes than failures at a joint. Whenever major reconstruction or new paving takes place in a given park, video inspections of underground pipe should be conducted. Experience has shown that an underground utility replacement is 25-30% less expensive if completed in conjunction with a paving project.

#### C. CONCRETE PONDS

The CPB system has four concrete ponds. Two are at Eden Park and one each at Inwood Park, and Rapid Run Park. The pond at Burnet Woods has a natural bottom. The BCI Team reviewed each pond in the field. The general observation is that wall repairs are needed now and periodically moving forward, as well as regular caulking of the joints.

To estimate the number of joints, BCI determined the number and length of joints using CPB archive drawings, Google Earth images, or CAGIS mapping for Rapid Run Park. Because it is under the jurisdiction of Cincinnati Waterworks, a cost for Mirror Lake was not identified. Based upon the area of the ponds, the Team calculated a linear foot of joint per square foot of concrete area and identified a linear foot of side wall. BCI successfully uses this method to determine the footage of cracks in asphalt and concrete pavement on large areas such as airport aprons, taxiways, and runways.

Typical repair unit price data was applied to these quantities.

#### D. SLIDE AREAS

The BCI Civil Team completed site visits at five parks selected by CPB Staff::

- Fairview Park
- Burnet Woods
- Eden Park
- Hill Street Park
- Theodore Berry International Friendship Park
- Mt. Storm Park

At each site the length of the apparent slide area was measured and to the extent possible the downslope condition was also reviewed to obtain a better idea as to the type and depth of the slope failure. Except for Friendship Park, each is generally typical of the type of slope failures in southwest Ohio encountered along the Ohio River valley.

Using recent unit costs from other similar BCI projects an average linear foot cost was determined for a drilled pier wall with concrete plug piers.

The previous project at Friendship Park was extensive. The Team's understanding is that these are tie back walls the cost of which may vary significantly.

In summary, lacking more detailed geotechnical information and engineering analysis, the estimates included for these projects is an order-of-magnitude estimate.

#### E. WALLS

All walls identified in CAGIS and those identified by CPB Staff were visited in the field by a Structural Engineer and rated on the assessment forms. All walls with a "fair" or "poor" rating have an associated cost. Walls needing immediate attention include some at Eden, Inwood, Jackson Hill, and

Mt. Airy Forest. Walls needing to be planned for repairs (rated "fair") are found at Alms, Bettman, Eden, Fleischmann, Hoffner, and Theo Berry International Friendship Park.

#### F. STRUCTURES

A collaborative approach was used on the structures. The Advance Team included an architect or construction administrator together with a staff person from CPB who could access locked areas and provide insight of known conditions. The Team documented external conditions (roof, walls, windows, doors, etc.) and size, materials, and condition of each room in buildings with multiple rooms. Where conditions warranted, a follow-up visit by the Structural and MEP Engineers allowed expanded documentation of the conditions and systems.

The Structural and MEP Engineers documented the condition and cost for each improvement required. The Architects and Construction Administrators documented the conditions but gave the structure an overall condition rating. They also applied a square foot cost (using the Unit Cost Table) for the entire structure rather than the individual elements. Costs are based upon the extent of the repairs required.

#### G. SITE FURNITURE, WALKS, STEPS, FENCES, PLAYGROUNDS, SWINGS, AND PLAY SURFACES

This group included Landscape Architects from Human Nature and Brandstetter Carroll Inc. who visited every site to document the conditions of site elements. Using digital sources, TEC Engineering identified and quantified the amount of steps, walks, fences/railings prior to site visits. Qualitative assessment was then performed on site. All facilities were documented, rated, and costs assigned. The previously-conducted ADA assessment was reviewed to determine known conditions and deficiencies.

To ensure ADA accessibility, in places where walks to various features exceeded a 5% slope or 2% cross slope the amount of walk needed to be improved or added was identified and included in the cost.

These costs are identified on the Assessment forms.

#### **SUMMARY COSTS**

The table on the following page summarizes the anticipated costs by project type.

#### **STUDY LIMITATIONS**

- A. This project does not include the more than 65 miles of trails in the system because CPB Staff will assess those facilities.
- B. Also, this project does not include forest/landscape improvements or natural resource management recommendations.
- C. Utility information was based upon existing GIS mapping provided through CAGIS, as well as a review of scanned site plans from the CPB archives. Some of the GIS mapping for utilities was limited to the public right-of-way. In these instances, the scanned site plans were searched. If none were available, the team estimated the age based on the date of the park and surrounding neighborhood development.
- D. The costs represented in this analysis are for improvements to existing infrastructure. The cost of implementing the recommendations from the 2007 Centennial Master Plan and other planned improvements are in the process of being updated. The Master Plan Update will address these implementation costs plus costs associated with the ongoing Equity Analysis being performed by CPB Staff.

## PARK FACILITIES- FUNDING REQUIRED BY IMPROVEMENT TYPE Cincinnati Park Board Infrastructure Assessment

Brandstetter Carroll Inc. November 24, 2020

BUILDINGS	
Pavilions	\$3,288,175
Lodges	\$1,944,390
Comfort Stations	\$865,880
Shelters	\$250,530
Former Caretaker Houses	\$13,000
Service Buildings	\$1,987,300
Offices	\$1,683,600
Concession Buildings	\$176,970
Nature Centers	\$1,169,455
Additional Buildings	\$3,185,325
Greenhouses	\$9,440,750
CIRCULATION	
Roads	\$7,417,852
Parking	\$1,849,261
Curbs	\$145,750
Paved Pads/Plazas	\$3,065,738
Walks/Steps	\$2,075,117
STRUCTURES	
Retaining Walls	\$3,560,750
Other Structures / Fountains	\$5,745,200
Slide Areas	\$2,920,000
<b>}</b>	

DIAVODOUNDS	
PLAYGROUNDS	#2.001.000
Play Sets	\$3,091,000
Play Surfaces	\$1,215,044
Swings	\$429,783
Site Furnishings	\$981,200
UTILITIES	
Storm Systems	\$2,300,455
Sanitary Systems	\$190,409
Water Systems	\$1,246,414
Site Lighting	\$581,480
Sub-Total	\$60,820,827
10% Contingency	\$6,082,083
CONSTRUCTION SUB-TOTAL	\$66,902,910
12% Design and Engineering	\$8,028,349
TOTAL	\$74,931,259
ANNUAL BUDGET COSTS	
Fountains & Water Features	\$250,000
Emergency Utilities Maintenance	\$150,000
Emergency Damage/Vandalism	\$150,000

### **STRUCTURES**



1. Inwood Pavilion decaying exterior



3. Owls Nest Pavilion exterior



5. Mt. Airy Area 23 shelter



2. Inwood Pavilion decaying interior



4. Owls Nest Parvilion interior



6. Mt. Airy Comfort Station closed for 30 years

STRUCTURES 1284



Lichens and insect damage at Ault Pergolas



9. Eden Twin Lakes concession used for storage



11. Cracked post at Eden Park



Burnet Woods concession used for storage



Eden Twin Lakes used for storage



12. Cracked walls at Eden HQ Building



13. California Woods sagging roof on shelter





15. Seasongood Square CS interior damage



16. Seasongood Sq. CS rusted door frame



17. Wulsin unused former comfort station



18. Stella Shelter rusting posts

STRUCTURES 1286



19. Fairview Shelter roof damage



Planning Office wet carpet damage



21. Mt. Echo CS ceiling damage



22. Mt. Echo shelter roof damage



23. Warder Greenhouse single pane glass



24. Ault Cascade delaminating sandstone

### **PAVEMENT**



1. Eden Twin Lakes crosswalk pavers



2. Eden Twin Lakes crosswalk



3. Alms Park deteriorating pavement



4. Avon Woods pavement



5. Mt. Echo poor pavement



6. Hauck Gardens deteriorated pavement

PAVEMENT 1288





13. Kennedy Heights steps with no railing



14. Kennedy Heights shaky footbridge



15. Mayfield steps with no handrails



16. McEvoy cracked concrete



17. Mt. Airy Area 13 uneven sidewalks



18. Arboretum damaged sidewalk

PAVEMENT 1290

### **PLAYGROUNDS & SITE FURNISHINGS**



Inwood tables



Jackson Hill worn picnic tables



5. Mayfield inaccessible driking fountain



Jackson Hill rusted swings



Mayfield dented slides



Stella Park damaged playground



7. McEvoy uneven safety surface



9. Mt. Airy Treehouse dead tree



11. Cracked light post at Alms Park



8. Maple Ridge worn play equipment



10. Mt. Airy Treehouse uneven surfaces



12. Rusted light post at Burnet Woods

PLAYGROUNDS & SITE FURNISHINGS 1292





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status		
202100748	Presentation	Held		
	PRESENTATION submitted by Paula Boggs Muething, City Manager, dated 2/22/2021, regarding Parks Department FY 2022-2023 Biennial Operating Budget Needs.			
	Introduced: 2/19/2021	Controlling Body: Budget and Finance Committee		
	Meeting Date: 2/22/2021 Sponsor(s): City M			
	Drafter: CMOltemApproval@cincinnat	-oh.gov		



March 1, 2021

To: Budget and Finance Committee 202100843

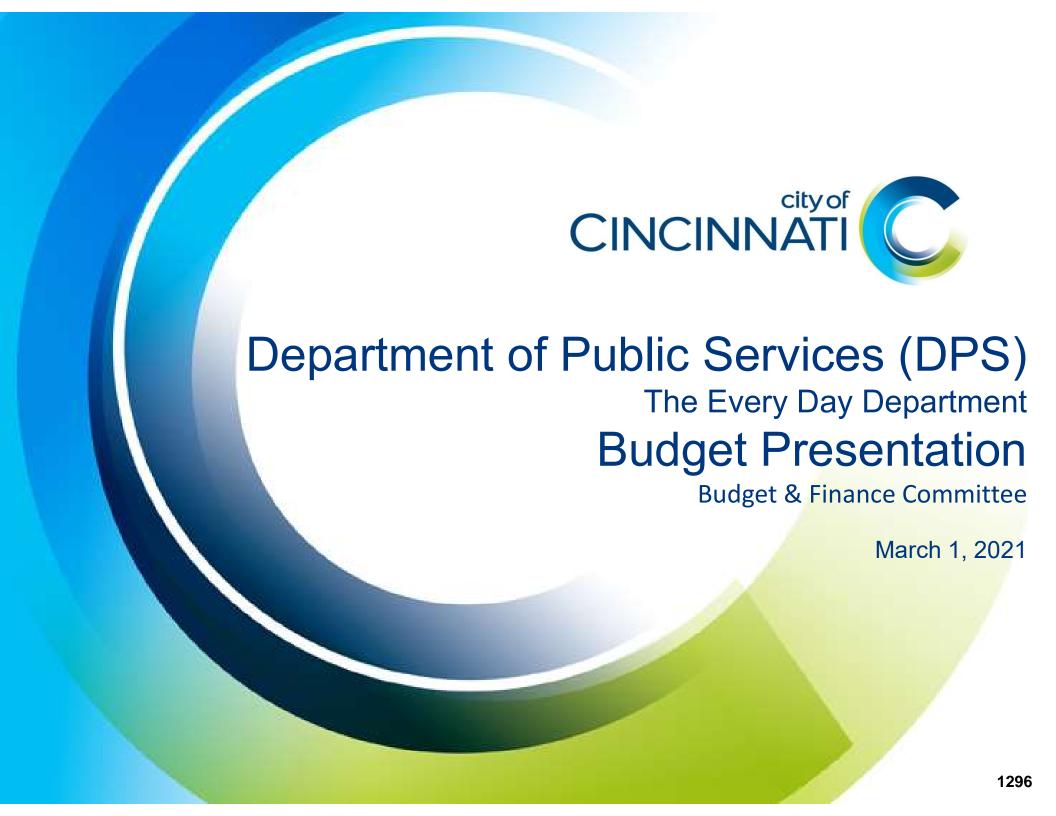
From: Paula Boggs Muething, City Manager

Subject: Presentation – Department of Public Services FY 2022-2023 Biennial

Operating Budget Needs

Attached is the Department of Public Service's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on March 1, 2021.

cc: Christopher A. Bigham, Assistant City Manager



### **DPS Budget History**

### General Fund Operating Budget FY 2017 – FY 2021

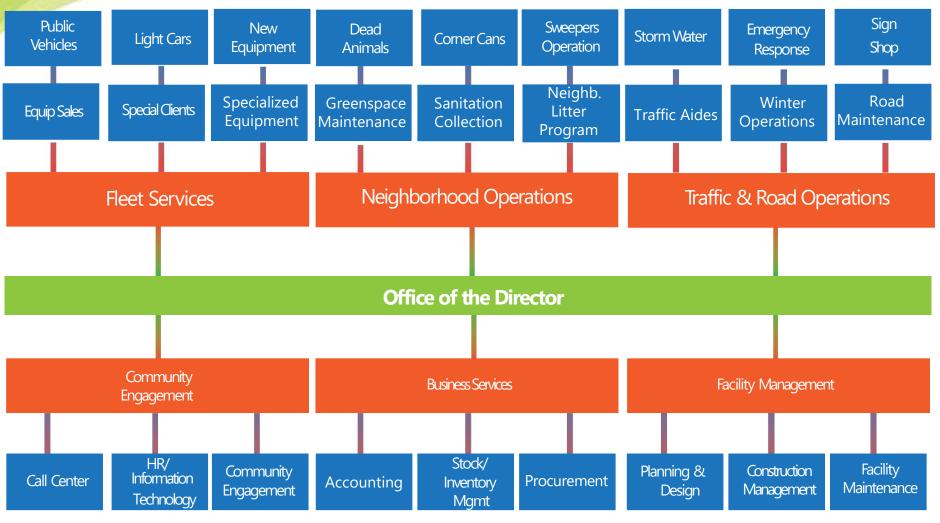
	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	6,859,360	5,799,514	4,949,530	4,945,690	4,806,920
Fringe Benefits	2,512,510	2,213,984	1,983,730	2,065,290	1,896,000
Non-Personnel Expenses	9,358,750	8,402,547	8,289,460	7,614,450	7,659,370
Total	\$ 18,730,620	\$16,416,045	\$15,222,720	\$14,625,430	\$14,362,290

### **DPS Budget History**

Restricted Funds Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Fund 107	2,070,200	4,207,550	6,064,770	8,168,520	8,377,230
Fund 301	9,728,630	10,794,934	11,374,560	14,836,230	13,490,250
Fund 302	6,516,370	6,580,356	6,973,240	6,616,110	4,135,280
Fund 306	2,624,470	2,761,826	2,896,220	3,559,030	3,316,850
Total	\$20,939,670	\$24,344,666	\$27,308,790	\$33,179,890	\$29,319,610

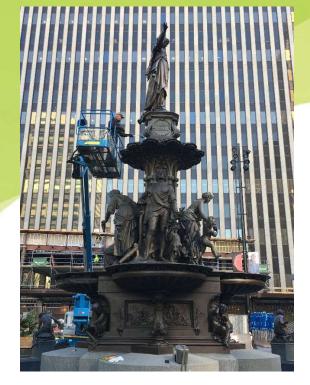
### **DPS** Table of Organization

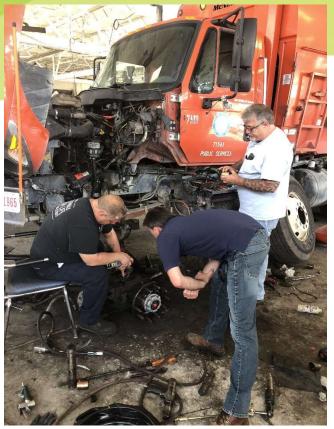


## **DPS Significant Issues**Staffing

- ERIP Impact Knowledge, experience, and stability.
- Sufficient funding to fill approved FTE.
- Flexibility to reorganize existing staff for current needs.
- Continuous need for workforce with Commercial Driver's License.
- Safety Trainer/Risk Assessor (inhouse).

















## DPS Significant Issues Non-Personnel

- New Infrastructure = Funding for New Maintenance
- Maintaining current level of funding to maintain current infrastructure.
- Trash collection increased 6% in 2020 and 11% over two years.
- Winter Operation expenses expected to come in significantly higher in FY 2021.



## Assorted Roles in DPS

Traffic & Road Operations Division (TROD)	Neighborhood Operation Division (NOD)
Laborer/Truck Driver	Laborer/Truck Driver
Road Repair – Potholes,     Landslides, Stormwater	Greenspace Maintenance - Cutting
Traffic Control – Painting, Street Closures	Illegal Encampments - Clean up
Street Signs - Replace and Repair	Flooding- Clean up
Winter Operations - Plowing &     Treating	Winter Operations - Plowing &     Treating

















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## DPS Significant Issues Miscellaneous

- Technology enhancements and continuous training for staff.
- Stormwater expenses went up 18.5% or \$100k.
- Harsh Winter = road repairs such as potholes and line striping.



### QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status			
202100843	Presentation H				
		ula Boggs Muething, City Manager, dated Public Services FY 2022-2023 Biennial			
	Introduced: 2/26/2021	Controlling Body: Budget and Finance Committee			
	Meeting Date: 3/1/2021	Sponsor(s): City Manager			
	Drafter: CMOItemApproval@cincinna	ti-oh.gov			



March 1, 2021

To: Budget and Finance Committee 202100849

From: Paula Boggs Muething, City Manager

Subject: Presentation – Health Department FY 2022-2023 Biennial Operating Budget

Needs

Attached is the Health Department's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on March 1, 2021.

cc: Christopher A. Bigham, Assistant City Manager



### Health Department Budget History

General Fund Operating Budget\* FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	11,117,740	11,586,194	11,618,190	11,594,410	12,370,420
Fringe Benefits	3,944,030	4,170,772	4,327,670	4,701,640	4,456,640
Non-Personnel Expenses	1,979,820	1,189,326	1,105,630	1,026,990	988,810
Total	\$ 17,041,590	\$ 16,946,292	\$ 17,051,490	\$ 17,323,040	\$ 17,815,870

<sup>\*</sup>Since FY 2020, General Fund support for the Health Department is reflected as a transfer out to Cincinnati Health District Fund 416.

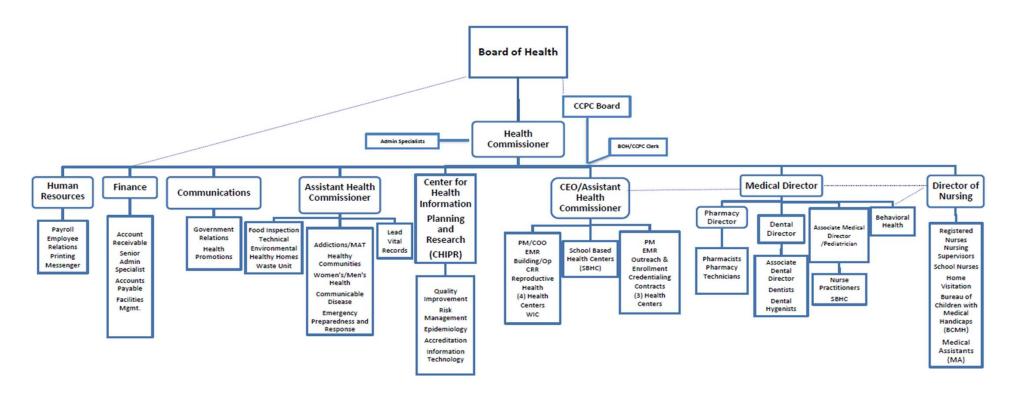
### Health Department Budget History

### Restricted Funds Operating Budget FY 2017 – FY 2021

### Community Health Center Activities Fund 395

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	4,175,090	4,561,465	11,652,930	12,600,050	10,657,110
Fringe Benefits	1,577,230	1,625,789	4,452,450	5,073,920	3,942,990
Non-Personnel Expenses	3,662,720	3,712,220	7,286,220	5,707,950	6,675,170
Total	\$ 9,415,040	\$ 9,899,474	\$ 23,391,600	\$ 23,381,920	\$ 21,275,270

#### Cincinnati Health Department Table of Organization-Divisions



<sup>\*</sup>Note\*\* a. Finance Director has a reporting relationship to the Board of Health and Finance Committee

- b. Finance Director has a reporting relationship with the Medical Director and Assistant Health Commissioner for Population Health
- c. Director of Nursing has a reporting relationship with QI (Clinical) and programs with clinical employees
- d. Communicable Disease has a reporting relationship to the Medical Director and Director of Nursing

### **Plan Cincinnati Strategy**

Number	Position	Quantity	Objective
			The position would be responsible for providing infectious disease COVID- 19 epidemiology support as well as the primary role of Chronic disease/ health equity epidemiology. This position would be responsible for providing infectious disease COVID-19 epidemiology support as well as the primary role of quality improvement epidemiology for the
1	Epidemiologist	2	department.
2	Sanitarians	3	This position would be responsible for staffing a sanitarian in the Food Safety program. The other positions would be responsible for staffing two sanitarians in the Healthy Homes program.
3	Public Health Practitioner (Physician)	1	This position would be responsible for providing primary care services to Health's medical clinics.

Plan Cincinnati Strategy

Number	Position	Quantity	Objective
4	Public Health Practitioner (Psychiatrist)	1	This position would be responsible for providing behavioral health services to the Health's patients.
5	Dental Hygienist	1	This position would be responsible for providing dental care in Health's school based dental clinics.
6	Dentist	1	This position would be responsible for providing dental care in Health's school based dental clinics.

#### **Plan Cincinnati Straegy**

Number	Position	Quantity	Objective
			This position is to assist with the management and leading our clinical teams of 122 registered nurses and medical assistance across 22 clinical sites. The deputy nursing director would assist in identifying and initiate clinical process improvements along with oversee and manage the QI team on projects.
7	Nurse Supervisor	1	
8	Health Program Manager	1	This position would be the Director of Care Integration, with a focus on improve integration of Pharmacy, Vision, Medical, and Dental services.
			This position would be responsible for delivering medications to Health's School Based Health Centers and patients homes. Also this position would be used to recapture dollars and increase prescription volume lost to outside pharmacies due to issues related to pharmacy convenience to
9	Pharmacy Delivery Driver	1	patient's homes and patients' lack of private transportation.

		Meets the Sustain and Live Initiative Areas. This will allow us to become a healthier Cincinnati and create a more livable community.			
Number	Position	Quantity	Objective		
10	Health Clinic Coordinator	2	In order to provide accountability for clinical revenue, this position is needed to ensure proper workflows, training and quality improvement for the team. They will work to ensure policy compliance with processes and provides needed training.		
11	Public Health Educator	1	Position would serve as Patient Advocate to assist patients navigating the complex health care environment. PHE provides education and health insurance enrollment assistance to patients, therefore, decreasing the uninsured rate and increasing reimbursable revenue, specifically through Ohio Medicaid.		
12	Community Health Workers	4	This position is needed to assist with social determinants of health assessments, providing needed referrals and services to patients to assist them with their day to day living. This position also serves as patients advocates.		

### **Plan Cincinnati Strategy**

Number	Position	Quantity	Objective
13	IT Coordinator	1	This position is needed to assist with IT needs and manages our electronic medical record (EMR). They will work to ensure connectivity and security of the system, managing computer, printing and remote needs of the organization.
14	Customer Relations Representatives	4	This position is needed to ensure we have adequate front line workers to register, schedule, collect required insurance information and nominal fees from patients.

ı	Plan Cincinnati Strategy	Meets the Sustain and Live Initiative Areas. This will allow us to become a healthier Cincinnati and create a more livable community.				
Number	Position	Quantity	Objective			
15	Caseworker Associate	1	This position to assist with recruitment, distribution, outreach/ education for Cribs for Kids and Sweet Cheeks programs.			
16	Environmental Safety Specialist	1	This position would be responsible for supporting the Public Health Emergency Preparedness grant and Departmental risk management.			

## Health Department Significant Issues Non-Personnel

Plan Cincinnati Strategy		Meets the Sustain Initiative Area. This increase will allow us to become a healthier Cincinnati and manage our financial resources.				
Number	Item	Cost Annual/One Time		Objective		
1	Medical and Operating supplies	\$250,000	One Time	Health Department would need approximately one time basis of 5% increase for it medical and surgical supplies. This increase has resulted in scarce resources for the high demand for medical and surgerical supplies as well as services that has driven cost up exponentially. These neccesities of expenditures is out pacing the current budget allotment due to the pandemic crisis.		
2	Portable IT equipment	\$50,000	Bi-Annual	The Health Department to be more efficient as well as keeping up with technological need for portable IT equipment. Also, routine replacement as well as backup of laptops and desktop computers.		
2	Overflow Parking	\$18,000	Annual	The Health Department will need rent additional (30) park spaces for Bobbie Stern to help accommodate the employees, patients and guest. The location of clinic is land locked and parking on street is only available to residences which makes it problematic to those coming to Bobbie Stern for any form business.		

# Health Department Significant Issues Miscellaneous/Capital

Plan Cincinnati Strategy		Meets the Sustain and Live Initiative Areas. This will allow us to preserve our buildings and support and stablilize our neighborhoods.					
Number	Number Item Cost		Annual/One Time	Objective			
1	Capital Funding	\$3,000,000	Annual	The purpose of this project is for ongoing funding needs that are first and foremost for the safety of both the staff and citizens, patients, and stakeholders who enter and use CHD's facilities. These (22) facilities should operate with reliable efficiency that needs to be replaced within designated timeframes along with keeping up structural appearance in being well maintained both to the staff and various end users.			
	Plan Cincinnati Strategy			Meets the Sustain Initiative Area. This increase will allow us to become a healthier Cincinnati and manage our financial resources.			
	-						
Number	Item	Cost	Annual/One Time	Objective			
2	Telehealth equipment	\$1,500,000	One time	This funding will assist with better care management and compliance of our patients as they are able to complete remote visits.			
3	Parking lot expansion	\$200,000	One time	This funding will allow greater access for patients and improve patient satisfaction. This site is in a vulnerable neighborhood with a high patient volume.			

# Health Department Significant Issues Miscellaneous/Capital

### **Plan Cincinnati Strategy**

Meets the Sustain Initiative Area. This increase will allow us to become a healthier Cincinnati and manage our financial resources.

Number	ltem	Cost	Annual/One Time	Objective
4	Dental Electronic Upgrade	\$250,000	One time	Funding will allow health to change the existing electronic dental record to EPIC/Wisdom. This change will incorporate patients' dental records into the medical record allowing for interdisciplinary collaboration, increased efficiency, better claim management, and increased staff satisfaction
5	Pharmacy health record upgrade	\$100,000	One time	This funding will enhance our pharmacy accountability with reports and care management needs thus leading to increase revenue.
6	Vital Records remote printing	\$18,450	One time	Funding will allow health to print birth certificates at a remote location to allow improved access for customers
7	Vital Records microfilm conversion	\$19,328	One time	Funding will allow for Vital Records to more efficiently access the death records that are on microfilm and destroy the decayed microfilm

### QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

#### File Summary

File Number	Title	Current Status				
202100849	Presentation					
	PRESENTATION submitted by Paula Boggs Muething, City Manager, dated 3/1/2021, regarding Health Department FY 2022-2023 Biennial Operating Budget Needs.					
	Introduced: 2/26/2021	Controlling Body: Budget and Finance Committee				
	Meeting Date: 3/1/2021 Sponsor(s): Cit					
	Drafter: CMOItemApproval@cincinna	i-oh.gov				



February 9, 2021

To: Mayor and Members of City Council

Copy: Paula Boggs Muething, City Manager

From: Cincinnati Retirement System Board of Trustees

Subject: State of CRS Pension Trust and Healthcare Trust as of December 31, 2019

This report is written to provide to the Mayor and City Council the state of the Cincinnati Retirement System (CRS) Pension Trust and Healthcare Trust based on the latest actuary report from December 31, 2019, additional updated actuarial reports prepared due to the implementation of the Early Retirement Incentive Program (ERIP), the impact to date of the Deferred Retirement Option Program (DROP) and reports from our investment consultant.

Given the current and projected funding positions of the Pension Trust, we recommend that the Mayor and City Council take the immediate step of requiring the City Manager to address the downward trajectory of the Pension Trust. In addition, we recommend that the Mayor and City Council require the City Manager to develop a funding policy for the Healthcare Trust. The Cincinnati Municipal Code requires that the City get "input and recommendations" about the Healthcare Trust funding policy from the CRS Board.

#### **Background**

The purposes of the CRS Pension Trust and Healthcare Trust are to provide retirement benefits and healthcare benefits to eligible retired city employees. As of December 31, 2019, there were 2,903 full-time active members, 4,276 pensioners receiving pension payments, and 4,926 pensioners and spouses receiving healthcare benefits.

The CRS Board of Trustees serves as an independent fiduciary on behalf of active and retired members of the retirement system. The Board is not a party to the Collaborative Settlement Agreement (CSA). The Board retains Marquette Associates, an independent investment consulting firm, and Cheiron, a pension and healthcare actuarial consulting firm, both of which specialize in public sector plans. Marquette and the Board have developed and follow a disciplined investment policy that can be found on the CRS website. Cheiron calculates the actuarial value of assets and liabilities and projects the funding status of the Trusts in future years based on professional actuarial standards and practices.

The assumed investment rate of return and discount rate for calculating liabilities is 7.5% per year as prescribed in the CSA. The actual annualized market rate of return for the past 5 and 10 years as of December 31, 2020 was 8.8% and 8.0%, respectively.

As of December 31, 2019, the total combined actuarial value of assets for both Trusts was \$2.25 billion. The table below highlights the actuarial value of assets, liabilities, and funded ratios. The actuary will use the annual rate of return for 2020 of approximately 8.9% to complete the December 31, 2020 valuation report expected to be presented to the Board in June 2021.

As of 12/31/19:	<u>Assets</u>	<u>Liabilities</u>	<u>Funded Ratio</u>
Pension Trust	\$1.76 billion	\$2.47 billion	71.2%
Healthcare Trust	\$488.0 million	\$376.6 million	129.6%

#### **Pension Trust**

The assumptions used in finalizing the CSA projected that the Pension Trust would be fully funded in 30 years. The status of the annual contributions and distributions is described below:

- The active employees contribute 9% of covered payroll to the Pension Trust as required by the CSA;
- The City contributes only the minimum rate per the CSA of 16.25% of full-time covered payroll to the Pension Trust. (The General Fund represents 37.5% of covered payroll and other non-general funds represent 62.5% of covered payroll);
- The Actuarially Determined Contribution (ADC) for the Pension Trust, as calculated by the actuary, is the annual contribution amount required to bring the Pension to a fully funded status in 30 years. The ADC as of 12/31/2019 was 30.67% of covered payroll for FYE 6/30/2021 compared to the City's contribution rate of 16.25%;
- Benefit payments and expenses have exceeded employer and employee contributions for several years placing CRS in the bottom quartile among other public pension funds with negative cashflows.

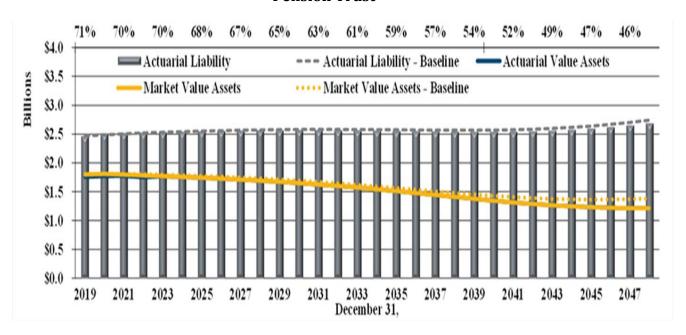
After the CSA was finalized the following events occurred:

- Ordinance 336, which reflects changes made in finalizing the CSA that increased liabilities, was approved by City Council in 2016;
- Revisions to actuarial assumptions (e.g., longer life span of retirees) were made as recommended by the actuary and approved by the CRS Board.
- Annualized 5-year investment returns (2016 2020) were 8.8% vs. the assumed 7.5%.
- The City offered an ERIP in 2020 that provided two (2) additional years of service to participants.

The DROP has added cost to CRS according to the actuary.

The actuary's latest revised funding progress for the Pension Trust, which includes the impact of the 2020 ERIP and DROP, projects an alarming decline in the funded ratio from 71% as of 12/31/2019 to 46% in 30 years, reaching a projected unfunded liability of \$1.5 billion. The graph reflects the City's minimum contributions of 16.25% of covered payroll for 30 years, in addition to \$2.7 million per year for the next 15 years to pay for the ERIP liabilities and assumes a 7.5% investment return for all future years.

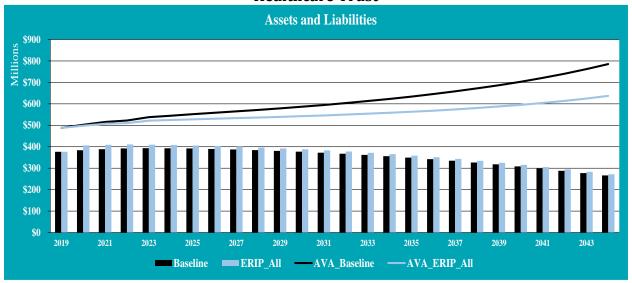
#### **Pension Trust**



#### **Healthcare Trust**

At the time of the CSA signing, the Healthcare Trust was fully funded, and the City was required per the CSA to establish a funding policy to keep the Trust fully funded over the lifetimes of its members. The City has yet to adopt a Healthcare Trust funding policy as required by the CSA and there have been no City contributions to the Trust since the CSA was signed. In the graph below, the bars represent liabilities and the lines represent assets before and after the ERIP.

#### **Healthcare Trust**



#### **Investment Performance**

While the simple conclusion may be to achieve higher returns or "invest our way out of this," CRS' investment performance has been solid relative to what the capital markets have provided. At the current level of historically low interest rates and modest economic growth, a 7.5% annualized return is a high hurdle and an optimistic assumption based on the investment consultant's analysis. Our investment policy and portfolio allocation are already among the more aggressive pension systems in our effort to achieve the 7.5% target with an acceptable level of risk.

Our portfolio is well diversified across asset class, sector, investment managers and securities. The Board has recently changed the asset allocation as shown below with the goal of full implementation in 2021. The change in allocation is expected to maintain the projected rate of return with less volatility.

Asset Class Total Fixed Income	<u>Policy %</u> 17.0%
Total U.S. Equity	27.5%
Total Non-U.S. Equity	23.0%
Risk Parity	5.0%
Real Estate	7.5%
Infrastructure	10.0%
Private Equity	10.0%

#### Conclusion

The CRS Pension Trust and Healthcare Trust are undoubtedly challenged in providing promised retirement benefits. At the time of the CSA, the Pension Trust and Healthcare Trust, based on assumptions at the time, were projected to be fully funded in 30 years.

Now we are headed toward less than 50% funding in 30 years on a downward trajectory for the Pension Trust. The future of the Health Care Trust is also uncertain due to the lack of a funding policy as required by the CSA.

Following are possible solutions to avert these outcomes:

- 1. Increase City contributions to the Pension Trust above the minimum required amount of 16.25%, as provided for in the CSA. This is still far below the Actuarially Determined Contribution of 30.67% for FYE 2021. For the Healthcare Trust, establish a policy to ensure the fund remains fully funded as required by the CSA;
- 2. Increase investment performance by increasing risk. Generally, there are several strategies affecting increased investment return. These include using different investment managers, making a riskier asset allocation, and attempting to lower fees. There is little we can do regarding these factors because we believe we have the appropriate managers, the appropriate asset allocation, and fees are already on the low end. With regard to asset allocation, the only way to increase expected returns in the future is to lower the fixed income allocation and add more to stocks or other "riskier" assets. Investment performance has been solid over time and the risk level of the portfolio is already aggressive relative to our peers. We and our investment consultant believe that taking any more risk would be imprudent. Conversely, taking less risk would decrease our chances of achieving the 7.5% target;
- 3. Reduce benefits. While unpopular and considered the last resort, reducing benefits would require re-opening the CSA; and
- 4. As the City has done before, explore issuing judgement bonds to reduce the unfunded actuarial liability. As of 12/31/2019, the unfunded actuarial liability for the Pension Trust was \$710 million.

#### Recommendation

At this time, we recommend that City Council increase the City's employer contributions to the Pension Trust and develop and implement a funding policy for the Health Care Trust to ensure that the promises to CRS members will be met well into the future. City Council should devise a plan to consistently contribute the ADC. The ADC for FYE 2021 is \$63.4 million for the Pension Trust. The Healthcare Trust was well funded as of the 12/31/19 valuation and did not require an ADC amount. Immediate action is required. Further delays will result in higher contributions in future years.

cc: Paula Tilsley, Executive Director



March 22, 2021 202101116

To: Budget and Finance Committee

From: Paula Boggs Muething, City Manager

Subject: Presentation – Department of Finance FY 2022-2023 Biennial Operating

**Budget Needs** 

Attached is the Department of Finance's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on March 22, 2021.

cc: Christopher A. Bigham, Assistant City Manager



### Finance Department Budget History

### General Fund Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	4,051,180	4,564,068	4,580,460	4,753,500	4,546,490
Fringe Benefits	1,354,320	1,580,483	1,569,300	1,598,970	1,428,700
Non-Personnel Expenses	1,327,910	1,207,242	1,014,980	966,200	1,002,275
Total	\$ 6,733,410	\$ 7,351,793	\$ 7,164,740	\$ 7,318,670	\$ 6,977,465

### Finance Department Budget History

### Restricted Funds Operating Budget FY 2017 – FY 2021

#### **Bond Retirement Fund 151**

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	308,960	334,354	317,090	304,780	236,100
Fringe Benefits	80,540	99,077	119,010	93,960	96,399
Non-Personnel Expenses	155,020,980	116,683,950	124,730,100	128,816,350	147,173,220
Total	\$ 155,410,480	\$ 117,117,381	\$ 125,166,200	\$ 129,215,090	\$ 147,505,719

# Finance Department Table of Organization



# Finance Department Significant Issues Staffing

- The Finance Department has 112 full time positions, with 16 positions currently vacant.
- Income Tax Division must maintain current staffing levels.
- Continued concerns about the ability to segregate duties to avoid theft or mismanagement of funds if additional positions are cut.
- An additional Accountant is needed in the Accounts and Audits Division.

## Finance Department Significant Issues Non-Personnel

- The Income Tax Call Center is outdated.
- Training is needed to keep up on professional licensing requirements, GASB updates, cyber securities fraud, etc.
- The City's banking fees are no longer covered by the earnings credit.
- Health care costs are estimated to increase 4.6% in CY 2021.
- Workers' Compensation claim costs are anticipated to increase significantly.

### Finance Department Accomplishments

- GFOA Certificate of Achievement for Excellence in Financial Reporting
- Maintained AA rating with Standard & Poor's and Aa2 rating with Moody's
- Major upgrade to Cincinnati Financial System (CFS)
- Launched a rapid COVID-19 testing and vaccination clinic for employees
- Invested approximately \$1 billion of cash generating investment income of more than \$6 million
- Managed the financial transactions related to the supplies and services needed during the COVID-19 pandemic

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# Finance Department Accomplishments (continued)

- Automated treasury cash receipting and banking reconciliation processes
- Implemented the Lock-Box Data Entry Project to expedite tax returns
- Automated the income tax "return mail" process
- Installed Smart Safes for more efficient and safe cash deposits
- Named one of the top 100 Healthiest Employers in Greater Cincinnati by the Cincinnati Business Courier
- Gold Award from the Health Business Council of Ohio and silver-level health achievement workplace from the American Heart Association

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## QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202101116	Presentation	Held
	•	ula Boggs Muething, City Manager, dated nent of Finance's FY 2022-2023 Biennial
	Introduced: 3/15/2021	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/22/2021	Sponsor(s): City Manager
	Drafter: CMOltemApproval@cincinnat	-oh.gov



March 22, 2021 202101167

To: Budget and Finance Committee

From: Paula Boggs Muething, City Manager

Subject: Presentation – Department of Human Resources FY 2022-2023 Biennial

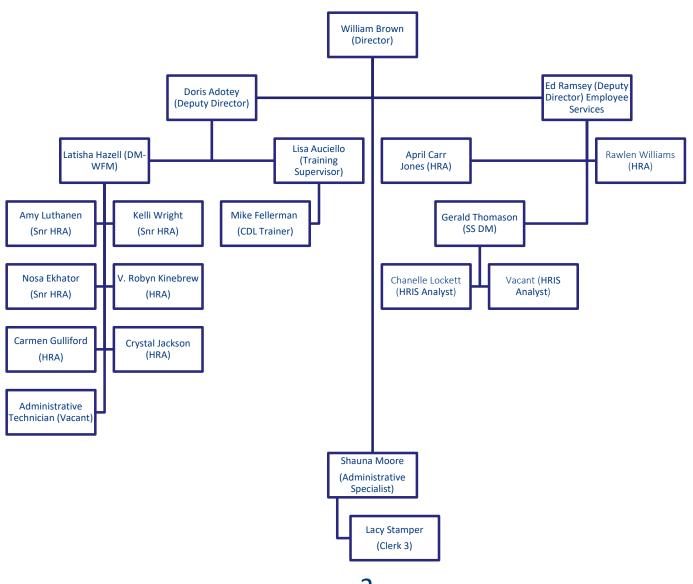
Operating Budget Needs

Attached is the Department of Human Resources' FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on March 22, 2021.

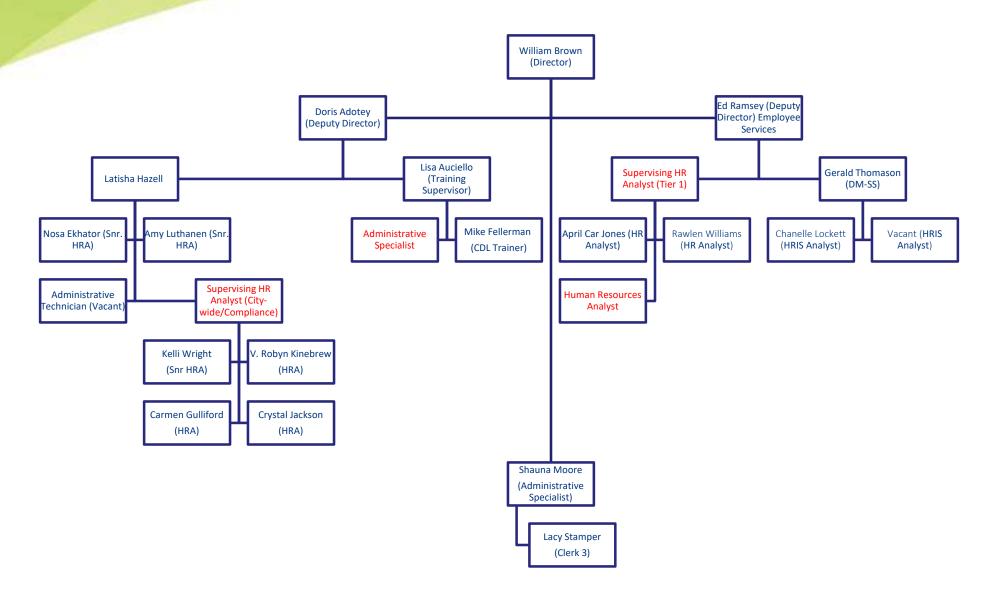
cc: Christopher A. Bigham, Assistant City Manager



### HR Department Current Org Chart



### HR Department Proposed Org Chart



### HR Department Budget History

## General Fund Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	1,169,550	1,092,290	951,920	1,225,690	1,154,170
Fringe Benefits	340,930	357,370	339,740	389,180	461,560
Non-Personnel Expenses	537,840	462,350	486,520	455,350	214,220
Total	\$ 2,048,320	\$ 1,912,010	\$ 1,778,180	\$ 2,070,220	\$ 1,829,950

### HR Department Budget History

## Restricted Funds Operating Budget FY 2017 – FY 2021

Income Tax-Infrastructure Fund 302

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	220,560	237,870	312,670	313,910	321,910
Fringe Benefits	69,330	80,990	67,240	138,990	129,600
Non-Personnel Expenses	-	-	-	-	-
Total	\$ 289,890	\$ 318,860	\$ 379,910	\$ 452,900	\$ 451,510

# HR Department Significant Issues Staffing

The HR Centralization Model will require additional staff as HR functions are beings transitioned from the Tier 2 departments to Central HR. The additional staffing is necessary to successfully implement the HR Centralization Model.

#### 1. Employee Services

The Centralization Model creates a significantly increased workload for Employee Services, which manages union contracts and policies that require citywide consistency. Accordingly, there is no anticipated decrease in workload from Tier 1 departments to offset the increased workload from absorbing workload from Tier 2 departments. These positions are needed to maintain service level to all City departments.

- a. Supervising HR Analyst (ES) This position will support Tier 1 departments as the central HR Analysts manage all Employee Services activities for Tier 2 departments as part of the centralization efforts.
- **b. Human Resources Analyst** This position will support Tier 2 departments on Employee Services activities. Currently, there are only 2 staff members supporting 15 departments/divisions.
- 2. Supervising HR Analyst (WFM) This position will oversee city-wide exam administration and will monitor departments' compliance of WFM activities city-wide.
- **3. Administrative Specialist** This position will work in the Office of Employee Advancement for the entire organization. Currently there are only 2 staff members.

## HR Department Significant Issues Non-Personnel

 City-wide Learning Management System – This will support the Office of Employee Advancement (OEA) to bridge city-wide training gaps by aligning trainings with organizational goals and improved performance.

#### **Citywide benefits**

- ✓ Automatic reminders
- ✓ All device training
- ✓ Increase training opportunities
- ✓ Increase performance
- ✓ Increase OEA capacity
- ✓ Improves compliance

#### **Employee Benefits**

- Self registration
- Bite sized learning
- Flexible scheduling
- Self-paced learning
- Access own training records
- Create training plan
- Learning network

## HR Department Significant Issues Non-Personnel Continued

- 2. Background Check Software This is necessary for performing background checks for new hires. As part of centralization, Central HR will perform this function citywide.
- 3. CHRIS Enhancement Improvement of the City's Human Resources Information System to increase efficiency across the organization through the implementation of key modules in CHRIS including integration of Onboard and Perform NeoGov Modules in our applicant tracking system that will increase efficiencies in the hiring and performance management process across the city and create a seamless transition from candidate to employee. Currently these activities occur on paper or fragmented across various systems.
- **4. Document Processing/File Sharing System** This is necessary to ensure updates to SOP, MOUs, P&Ps are tracked, shared, and stored in a centralized system for streamlined reference and application.
- **5. Specialized Job Postings** This is necessary for streamlining our recruiting process, allowing the City access to a large pool of candidates and ensuring the best qualified candidates.

## HR Department Significant Issues Miscellaneous

**1. Arbitration Services** – Due to the COVID-19 State of Emergency, many arbitrations were delayed and are now being scheduled. The total cost for the increased number of arbitrators and court reports is expected to be higher than normal.

## QUESTIONS?





### **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202101167	Presentation	Held
	•	ula Boggs Muething, City Manager, dated nt of Human Resources' FY 2022-2023 Biennial
	Introduced: 3/17/2021	Controlling Body: Budget and Finance Committee
	Meeting Date: 3/22/2021	Sponsor(s): City Manager
	Drafter: CMOItemApproval@cincinnat	i-oh.gov



March 22, 2021

202101176

To: Budget and Finance Committee

From: Paula Boggs Muething, City Manager

Subject: Presentation – Office of Environment and Sustainability FY 2022-2023

Biennial Operating Budget Needs

Attached is the Office of Environment and Sustainability's FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on March 22, 2021.

cc: Christopher A. Bigham, Assistant City Manager



### Office of Environment and Sustainability

Assistant City Manager
John Juech

**Sustainability** 

Sustainability Coordinator
Oliver Kroner

Urban Ag/Food Robin Henderson

Energy Manager (Open)

Sustainability External Contractors (4)

Sustainability Fellows/Interns (3.5)

OES Director Michael Forrester

**Environmental** 

Sr Enviro Specialist Howard Miller

Sr Enviro Specialist (Open)

Recycling

Recycling Coordinator
Sue Magness

Cart Service
External Contractors (2)

### **OES Introduction**

OES's mission is to move Cincinnati forward in a sustainable, resilient and equitable way.

OES is connective tissue for Departments and Community Stakeholders to shift processes and implement Council directives and vision.

- Internal technical resources on waste, environmental science and sustainability
- Indirect funding/external technical resources
- Direct external funding

Green Cincinnati Plan – The City's 5-year sustainability roadmap

- Adopted by the City Council in 2018
- 80 recommendations
- 2/3<sup>rds</sup> are currently completed or in process

### **OES Major Accomplishments**

OES executed the largest municipally lead solar array in the Country. This 1000-acre array will provide 25% of the City Government's electricity and 15% of the aggregation programs annual electricity consumption.

OES helped to secure financial, technical, and strategic support to help with the passage of Issue 7, the City's transit levy.

OES launched WarmUp Cincy, a series of energy equity programs for multifamily buildings to help meet the 2018 Green Cincinnati Plan goal of reducing household energy burden by 10%.

OES launched Solarize Cincy to increase residential solar installations and provide a discount to participants through a bulk buying model

#### OES funding secured:

- \$2.5 million in technical assistance from the American Cities Climate Challenge
- \$400,000 in funding from OEPA for new clean diesel trash trucks
- \$22,000 to fund EV charging at Lunken Airport
- \$25,000 for urban agriculture from GCF
- Funding secured to develop an Urban Heat Map
- Funding secured for Food Waste initiatives through NRDC
- Technical assistance to increase recycling through the Beyond 34 Initiative

## **OES Budget History**

## General Fund Operating Budget FY 2017 – FY 2021

		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$	373,620	\$ 434,055	\$ 426,810	\$ 442,188	\$ 497,310
Fringe Benefits	\$	125,130	\$ 139,620	\$ 143,570	\$ 155,182	\$ 162,730
Non-Personnel Expenses		2,754,250	\$ 2,682,392	\$ 1,870,770	\$ 1,860,240	\$ 1,704,880
Total	\$	3,253,000	\$ 3,256,067	\$ 2,441,150	\$ 2,457,610	\$ 2,364,920

### **OES Budget History**

Restricted Funds Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	\$ 120,710	\$ 152,450	\$ 162,510	\$ 164,510	\$ 173,130
Fringe Benefits	\$ 49,900	\$ 60,060	\$ 66,690	\$ 71,460	\$ 72,060
Non-Personnel Expenses	\$ -	\$ -	\$ 815,000	\$ 843,150	\$ 1,026,050
Total	\$ 170,610	\$ 212,510	\$ 1,044,200	\$ 1,079,120	\$ 1,271,240

 Restricted Funds include Employee Safety and Risk Management Fund 212 and Stormwater Management Fund 107.

Note: The Stormwater Management Fund 107 appropriation began in FY 2019 to support the recycling program.

# OES Significant Issues Staffing

Peer Cities invest more in sustainability staffing

- Pittsburgh
- Columbus
   6
- Cleveland8
- Louisville 5

OES dedicated sustainability staff – 3.5 FTE

FY 2021 – 7.5 FTE equivalent staffing through grants, fellowships and interns

4 contracted FTE positions will end at the conclusion of FY 2021: Programmatic Impact:

- Warm Up Cincy
- Climate Safe Neighborhoods
- Solarize Cincy
- Ability to respond to funding opportunities

## OES Significant Issues Non-Personnel

Sustainability is growing in importance – OES asked to do more.

Revenue, savings, and incentives are not reinvested.

Resolutions and Ordinances require funding to advance or implement:

- Plastic Bag Ban
- 100% Renewable Energy by 2035
- 100% Electrified Fleet by 2035
- Zero Waste Plan for Cincinnati

Program demands exceed funding:

Urban Agriculture: Average annual request – \$164,000 for \$20,000

## OES Significant Issues Non-Personnel

Green Cincinnati Plan 4.0 – Begin planning in 2022 with the plan for adoption in 2023

 Increased push toward equity engagement and job creation



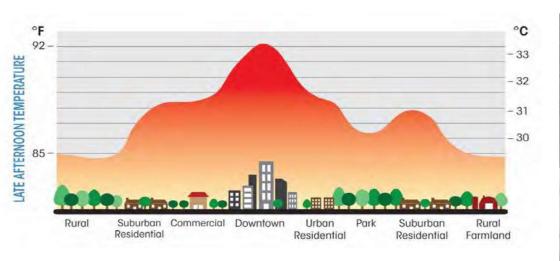




# OES Significant Issues Miscellaneous

### The Climate is Changing:

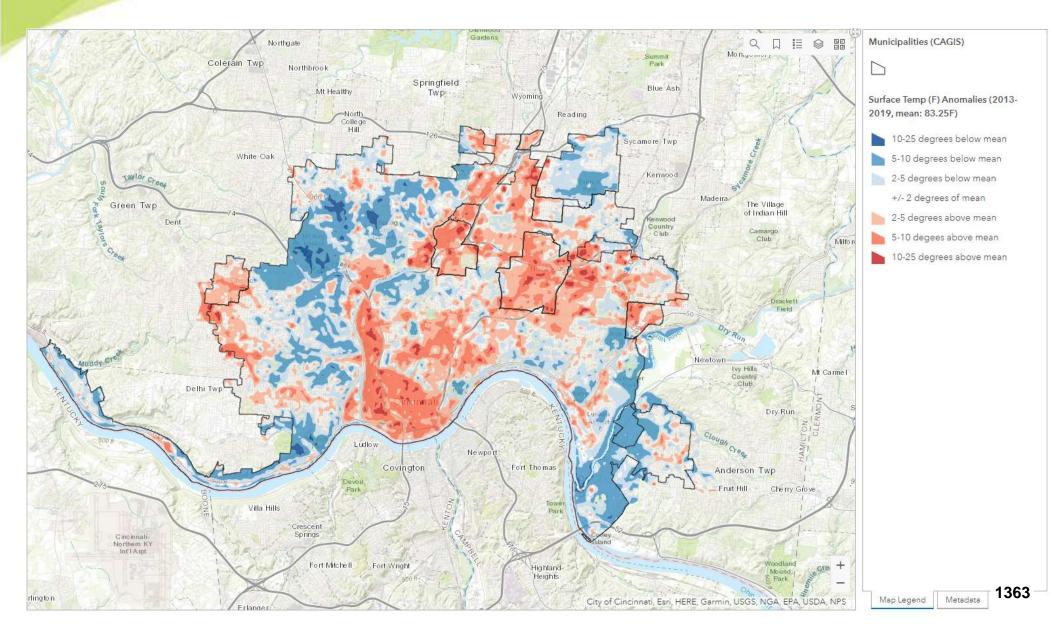
- Hotter
- Wetter
- More extreme storms
- Shifting Populations







# OES Significant Issues Miscellaneous



## OES Department Significant Issues Miscellaneous

Federal Government pushing investment towards climate initiatives:

- Green Infrastructure
- Increase in vehicle electrification
- Energy efficiency in buildings
- Public Transit
- Renewable Energy

Investing in preparation is key to success.

## QUESTIONS?



Top-Rated Nonprofit – 4-Star Charity



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Communities (/topics/communities) Cities (/topics/cities) Renewable Energy (/topics/renewable-energy)

### Cincinnati Paves the Way for Equitable, Climate-Forward City Planning

February 12, 2021



Cincinnati, Ohio, is a midsize city that has attracted attention for its outsized climate action. In early 2020, Cincinnati contracted the nation's largest municipal solar farm (https://www.motherjones.com/environment/2020/02/the-biggest-municipal-solar-farm-in-the-us-is-coming-to-cincinnati/) as part of its plan to convert the city government's power usage to 100 percent renewable energy by 2035. The 100 percent renewable energy goal is just one of 80 total recommendations in the 2018 Green Cincinnati Plan (https://www.cincinnati-oh.gov/oes/citywide-efforts/climate-protection-green-cincinnati-plan/), which aims to reduce city carbon emissions 80 percent by 2050 and implement a suite of other projects in the fields of environmental sustainability, environmental justice, and climate resilience. The plan, the third of its kind, acts as the city's roadmap for climate and environmental action.

According to Carla Walker, Climate Advisor for the City of Cincinnati, the first Green Cincinnati Plan was born out of Cincinnati's engagement with the U.S. Conference of Mayors (https://www.usmayors.org/) in 2008. The first plan focused primarily on carbon reduction and sustainability; the second, published in 2013, incorporated climate resilience; and the third and current plan has deepened its engagement with issues of equity and justice.

Beyond this expansion of focus areas, Oliver Kroner, the Sustainability Coordinator for the city's Office of Environment and Sustainability, says the plan has benefited from major advances in science, policy, and technology over the last 10 years. The city has also worked to create a more robust community engagement process, which is central to the creation of the plans.

However, plans are only as good as the actions they inspire. So, Cincinnati got to work and is on track to meet its emissions targets. Relative to a 2006 baseline of 9.3 million tons of carbon dioxide (CO2), the city's emissions have decreased 18.4 percent. Emission reductions have been realized due to trends in population movements, grid decarbonization, and city policies. The city's Energy Aggregation (https://www.cincinnati-oh.gov/oes/energy/energy-aggregation-program/) program, introduced in 2012, provides 100 percent renewable energy or natural gas to tens of thousands of households, abating 250,000 tons of CO2 per year. Over the same period, emissions from municipal government facilities dropped 36.3 percent from about 432,000 tons due to solar installations and efficiency upgrades to the municipal water works and other government systems.

A major initiative in the latest Green Cincinnati Plan is an effort to create a 2030 (https://www.2030districts.org/cincinnati/about)District

(https://www.2030districts.org/cincinnati/about), or a collection of buildings and neighborhoods committed to reducing energy usage, water consumption, and transportation emissions by 50 percent by 2030. The project has required collaboration with large corporate and institutional partners. Though the city had limited experience engaging with such partners on a project of this scale before, Kroner says the District has seen enthusiastic uptake by stakeholders across the city. According to Kroner, the 2030 District has been one of his office's "faster growing efforts" and now covers around 25 million square feet of property.

Like cities across the United States, Cincinnati has limited municipal resources at its disposal. While increased federal support would be beneficial, the city has found creative ways to implement its programs. According to Kroner, the Office of Environment and Sustainability (OES) has unlocked resources by winning grants and saving the city money in operations. But one of its most important resources has been the local community itself.

"We have relied heavily on community support," Kroner said.

Indeed, the 2018 plan came about through an extensive community engagement process. The first consultation meeting in 2017 attracted about 350 attendees. From there, the city convened over 30 meetings, resulting in a list of over 1,400 recommendations that were later distilled down to the 80 included in the plan. A wide range of stakeholders, including individuals, businesses, community groups, faith organizations, and nonprofits, all contributed.

"Anyone who wants to help out with the implementation of the plan, you are more than welcome to do so," Walker said. "That's really part of OES' DNA. We're always reaching out to partners, not only in the development of programs, but also in the execution of the Green Cincinnati Plan."

The city has made strides to center equity for underserved communities in its community engagement process. Savannah Sullivan, Climate and Community Resilience Analyst at OES,

says the city is working on "centering equity within the work, not only with outcomes but also with processes." She cited work with Groundwork USA (https://groundworkusa.org/) on the city's Climate Safe Neighborhoods project, which analyzes the relationship between historical patterns of urban racial segregation and climate risk to inform the development of participatory resilience plans in at-risk communities.

"This work is focused on developing community engagement structures that are inclusive and center racial equity, and not only learning from the lived experiences of people within climate-impacted neighborhoods, but also creating feedback and connection systems with our office that can then inform our future plans," Sullivan said.

One of Walker's projects is the city's Energy Equity (https://www.cincinnati-oh.gov/oes/energy-equity/energy-equity-programs/) program, in which the city provides grant funding and educational assistance to low-income tenants of multifamily housing so they can access energy efficiency upgrades. The project emerged from research showing that this population paid a greater share of income towards energy than most other populations in the country. Energy Equity seeks to fill an important gap—programs encouraging energy efficiency upgrades usually focus on homeowners, not renters, reinforcing structures of inequality.

Another goal at the intersection of environmental justice and climate resilience is to expand urban greenspace by ensuring that every neighborhood has at least 40 percent tree canopy coverage. The city has significant work ahead to achieve this goal. At present, some neighborhoods have as much as 70 percent coverage and others have as little as 10 percent, with sharp divisions along lines of race and income.

Greenspace reduces the urban heat island (https://www.epa.gov/heatislands) effect, whereby sunlight is absorbed by dark surfaces, like asphalt, increasing the air temperature. Urban heat islands are disproportionately common (https://papers.ssrn.com/sol3/papers.cfm?abstract\_id=3684952) in low-income communities and communities of color. The city's work in this area dovetails with a National Oceanic and Atmospheric Administration-funded study (https://www.fox19.com/2020/08/25/study-uses-data-points-locate-urban-heat-islands-cincinnati/) on urban heat islands released by the city in fall 2020, which aimed to locate the most heavily impacted areas in Cincinnati.

Cities are well-positioned to be climate leaders. From the adoption of renewable energy to reducing the urban heat island effect, the work to address climate change impacts is happening first and foremost in municipalities.

"We're on the front lines of responding to climate change, climate justice issues, matters of where climate issues intersect with economic issues," Walker said.

Kroner emphasized that while the United States set emissions targets under the Paris Agreement, it did not go into detail on recommending actions to meet those targets. Detailed recommendations to figure out *how* to reduce emissions are just what the Green Cincinnati Plan process generated. Cities only heightened their ambition to create and deploy specific climate plans in the wake of the executive branch's announcement of its intention to withdraw from the Paris Agreement in 2017 (the withdrawal took place in November 2020, but the United States has rejoined the Paris Agreement under the Biden Administration). Along with other cities, Cincinnati has benefited from the funding and technical assistance opportunities created to support the work of sub-national entities, including grants from organizations like Bloomberg Philanthropies and the National League of Cities.

Cities have also been collaborating with one another to share experiences and relevant policy solutions. In Cincinnati's case, their climate planning draws lessons from other cities with an industrial legacy. The city participates in regional initiatives like the Ohio-Kentucky-Indiana (OKI) Regional Council of Governments (https://www.oki.org/).

"We learn a lot from peer cities. Cities around the country are all trying to figure this out together, and all of our solutions are open source," Kroner said.

#### The Green Cincinnati Plan (http://www.cincinnatioh.gov/oes/citywide-efforts/climate-protectiongreen-cincinnati-plan/) in Brief

The 273-page plan calls for a wide range of investments in environmental protection and sustainability. It includes carbon reduction goals, but also seeks to improve resilience and equity. It is organized into eight main sections:

- The built environment
- · Education and outreach
- Energy
- Food
- Natural systems: air quality, water quality, and green space
- Resilience
- Transportation
- Waste

Each section describes a set of measurable goals and a set of recommendations to meet them. Each recommendation comes with an estimated carbon reduction potential and cost-benefit analysis. The city and its community partners actively work to implement each of the recommendations and track their progress over time.

City leaders have also shared their work at the global level through the Global Covenant of Mayors on Climate and Energy (https://www.globalcovenantofmayors.org/), which includes representatives from over 10,000 cities in 138 countries. Cincinnati Mayor John Cranley joined the Covenant on the same day that President Trump announced the United States' withdrawal from the Paris Agreement in 2017.

Walker emphasized that while city and subnational leaders have been drawing more attention for their climate work in recent years, this work is not new, "There have been a number of coalitions that have been working on this over the years, not only the last four years, I mean the last couple of decades. The U.S. Conference of Mayors has been working on these issues since I was in Mayor Mallory's office [from 2005 to 2010]."

"We've been taking the lead for a while," Walker said. "It's not like this is a new phenomenon." The experience cities have gained leading on climate action is more important than ever in this critical moment in the climate fight.

Author: Joseph Glandorf

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Press Releases Oct 30 • Written By Sophie Revis

# City of Cincinnati and Groundwork Ohio River Valley Awarded National Climate Grants

Local Government and Nonprofit Team up to Ensure Equity in Climate Change Planning



(CINCINNATI)- The City of Cincinnati and Groundwork Ohio River Valley (Groundwork) are collaborating on national projects with



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Heat anomalies; red indicates temperatures higher than the mean, blue indicates temperatures lower than the mean. <u>From the</u> Climate Safe Neighborhoods map.

the equity and inclusion component of the Green Cincinnati Plan. Groundwork received a \$50,000 Climate Safe Neighborhoods grant from The Kresge Foundation and The JPB Foundation to work with vulnerable communities to develop mitigation measures

for extreme heat, flooding, and air pollution. Groundwork and OES are working together to expand the impact of both projects. The partnership with Groundwork is helping OES to work directly with neighborhoods to equitably plan for Cincinnati's green future.

"It has become clear that cities will lead the global effort to fight climate change, and Cincinnati is on the front lines, " said Cincinnati Mayor John Cranley. "This grant will expand upon the work of the Cincinnati Green Plan to ensure the results are inclusive and equitable for everyone."

"This partnership highlights the City's commitment to addressing racial equity and building stronger, more resilient communities from the ground up. Working with locally based Groundwork ensures long-term project sustainability and uplifts expert community voices in Cincinnati," says Cooper Martin, the director of Sustainability & Solutions within the Center for City Solutions at the National League of Cities.

Together, Groundwork and OES plan to pilot an approach through Climate Safe Neighborhoods for residents to provide their neighborhood-level expertise, share a vision for their community, and cocreate recommendations in the Green Cincinnati Plan - the City's playbook for local climate action.



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climate change, according to the National Climate Assessment. These impacts will not affect neighborhoods equally.

"Research has shown time and time again that communities of color and low-income communities will be disproportionality impacted by climate change," says Groundwork's Co-Executive Director, Tanner Yess. "We see that these impacts are not felt equally at a state, city, and even at the neighborhood level."

Across the country, cities are now evaluating and revisiting policies that have helped create inequities in health, investment, greenspace, and climate vulnerability. Historic policies have left some communities more at risk than others- namely minority and low-income communities. Such neighborhoods have suffered from disinvestment, the effects of which can be seen today; fewer trees, green spaces, and far more heat-retaining surfaces. Little greenery and a high number of impervious surfaces create a hotter area and less space for rain to infiltrate naturally. In addition, neighborhoods like these have fewer resources to bounce back from the damaging effects of heat and flooding.

#### ADDITIONAL BACKGROUND

The Climate Safe Neighborhoods Partnership pairs resident-led advocacy with environmental, demographic, and historical context. Resident science and mapping efforts will be used to engage the community, business, and government stakeholders to identify and prioritize mitigation efforts for extreme heat, flooding, and air pollution.



## **About Programs**

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#### **Get Involved News**

The Cincinnati Park Board's Natural Resource Management Division (Parks) is overseeing the third iteration of the County's Urban Tree Canopy Assessment, which will take stock of the city's canopy coverage. From the assessment, which is supported by a grant from the U.S. Forest Service through the Ohio Department of Natural Resources, will come a detailed planting plan.

Groundwork will work with Parks to equitably implement meaningful improvements in neighborhood canopy coverage.

OES also recently completed an Urban Heat Island Community Science Campaign with the National Oceanic and Atmospheric Administration, which will support the Climate Safe Neighborhoods effort. Vivek Shandas, Professor of Climate Adaptation at Portland State University, recently co-authored a study revealing that historical housing policies may be directly responsible for disproportionate exposure to current heat events.

"Even with the ongoing and pernicious effects of climate-induced pressures, historically disinvested communities have been remarkably resilient. Imagine how much we could learn about building regional resilience to climate change in Cincinnati if we centered communities of color in the policies and programs we develop," says Shandas.

Dr. Shandas is also the Principal at CAPA Strategies and provided support to the Cincinnati urban heat campaign along with CAPA's Manager Joey Williams.

Check out Cincinnati's Climate Safe Neighborhoods map.



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efforts to build a more sustainable, equitable, and resilient future in the Green Cincinnati Plan.

press release · climate safe neighborhoods

Sophie Revis

# World Wildlife Fund's Spotlight on Groundwork and Cincinnati

# **Green Team Perspectives**

Ground work Ohio River Valley **f** ලා

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# Study Aims To Reduce Energy Disparities In Cincinnati's Multifamily Housing Stock

By TANA WEINGARTNER (/PEOPLE/TANA-WEINGARTNER) • AUG 20, 2020

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 $\underline{u = https\%3A\%2F\%2Ftinyurl.com\%2Fyytgqxmq\&t = Study\%20Aims\%20To\%20Reduce\%20Energy\%20Disparities\%20In\%20Cincinnational and the second of the$ 



(//www.wvxu.org/sites/wvxu/files/styles/x\_large/public/202008/open-window-1246191\_1920.jpg)

**PIXABAY** 

A study by researchers at the University of Cincinnati finds energy efficiency disparities in Cincinnati's multifamily housing stock. The city of Cincinnati's Office of Environment and Sustainability will use the findings to inform policy.



Amanda Webb, assistant professor of architectural engineering, and David Moore, a graduate research assistant, reviewed the city's multifamily rental market (https://www.researchgate.net/publication/343610403\_Understanding\_Cincinnati%27s\_multifamily\_housi income\_households?channel=doi&linkId=5f3403b3a6fdcccc43c34a6e&showFulltext=true), which for their study is defined as buildings with four or more units.

Webb and Moore found energy cost intensity (cost per square foot) and energy burden are unevenly distributed throughout the city, with up to 20% of some residents' income going to energy bills.

"That's not fair," Webb points out. "It's not fair that just based on where somebody lives in the city, they end up paying a higher dollar per square foot or they end up with a higher energy burden."

Most multifamily dwellings are congregated in a handful of areas, with two thirds located in very low or extremely low income areas, she adds.

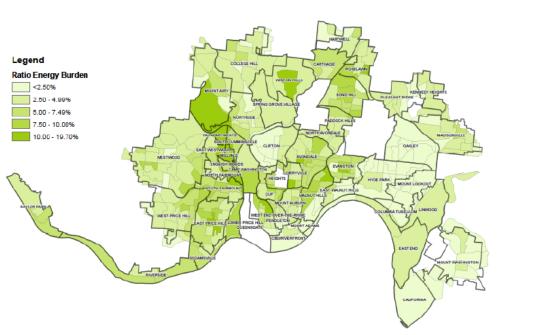


Figure 16: Map of energy burden

(https://mediad.publicbroadcasting.net/p/wvxu/files/styles/x large/public/202008/1597255966736.png)

A map showing where Cincinnati's multifamily housing residents experience the greatest energy burden. CREDIT COURTESY OF UC

Webb says it's important to understand this data in order to find solutions, and because multifamily dwellings represent a sizeable percentage of Cincinnati's built square footage, a figure which she says wasn't known prior to the study.

"It's 17% of the total square footage in Cincinnati and 31% of the residential square footage," she says.

"It's also important to understand multifamily buildings because they suffer from what's known as the 'landlord-tenant split incentive.' Often multifamily buildings house renters and in the split incentive 1376

landlords pay for upgrades but tenants are the ones who pay the utility bill and benefit from energy savings. So, there's often a barrier to energy efficient upgrades in these buildings."

In other words, there's no incentive to make fix uninsulated walls, drafty windows or replace old HVAC systems.

The research is meant to inform city policies and lead to a targeted policy approach. Webb says some actions are already being taken. She points to a program called WarmUp Cincy (https://www.cincinnati-oh.gov/oes/news/city-duke-energy-ohio-pilot-energy-efficiency-program-for-income-eligible-renters/) which aims to improve energy efficiencies in low income, multifamily homes.

Now that Webb and Moore have the data, they're working on a more detailed statistical analysis including socioeconomic variables, race, income, and housing characteristics and how they interrelate. They're aiming to have that data by the end of the year.

Additionally, Webb says, they're collaborating with Office of Environment and Sustainability to view the data through a historical lens like "historical housing policies in Cincinnati, for example, the practice of redlining, etc. to see how these historical practices relate to what we're seeing today in terms of building energy performance and energy burden."

TAGS: UNIVERSITY OF CINCINNATI (/TERM/UNIVERSITY-CINCINNATI) ENERGY POLICY (/TERM/ENERGY-POLICY)

ENERGY (/TERM/ENERGY) NEWSLETTER (/TERM/NEWSLETTER)

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u=https%3A%2F%2Ftinyurl.com%2Fyytgqxmq&t=Study%20Aims%20To%20Reduce%20Energy%20Disparities%20In%20Cincinnati

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# **Mother Jones**

**ENVIRONMENT FEBRUARY 10, 2020** 

# The Biggest Municipal Solar Farm in the US Is Coming to... Cincinnati?

"This really is a big deal."

#### WILL PEISCHEL



Interstate highway sign to Cincinnati. AndreyKrav/Getty

Let our journalists help you make sense of the noise: Subscribe to the Mother Jones Daily newsletter and get a recap of news that matters.

In 2017, when the Trump administration withdrew from the 2015 Paris Climate Agreement—an international treaty that attempted to avert climate catastrophe by cutting global emissions—John Cranley, the Democratic mayor of Cincinnati, Ohio, joined other mayors across the country to announce his intention to remain faithful to the agreement's primary goal of keeping the rise of global temperatures below 1.5 degrees Celsius in this century. Cranley and leaders from from dozens of cities like San Francisco and Chicago even went a step further, promising to work toward a 100 percent transition to clean energy sources, with ambitious deadlines.

So, in 2018, Cincinnati announced its own 2035 mandate for carbon neutrality—the 100th US city to do so—by turning to solar energy. "I was inspired to [pursue this project] out of anger over Trump's withdrawal from the Paris accords," Cranley says, describing the frustration he suspects he shared with many other city leaders who made the carbon-neutral pledge.

Cincinnati planned to create the largest municipal-run solar farm in the country, and two years later, it looks like they've succeeded. "This really is a big deal," says Gregory Wetstone, who heads the American Council on Renewable Energy, an organization that advocates for a transition to renewables in the energy sector. "Our team could not find anything that competes with it at a municipal level."

So how did Cincinnati make that happen?

In 2018, the city was awarded a \$2.5 million Bloomberg Philanthropies grant that was aimed to provide technical assistance to cities eager to address climate change. Cincinnati had considered introducing solar panels to its energy portfolio for years but lacked the resources city managers needed in order to determine how to reach that goal. The flat, rural expanses of land around the city turned out to be perfect for installing a vast solar farm the size of 750 football fields. Cranley realized that with this level of investment in solar energy, "an enormous amount of carbon reduction...can occur." And, though environmental sustainability was a priority, Cranley notes that the solar is also "cost neutral," which made the project especially appealing.

The plan was to have solar deliver 100 Megawatts of energy, which would offset approximately one quarter of the municipality's total utility usage. In January, the project entered what's known as an "interconnection agreement" with the electrical grid operator, which means that the city would be able to plug into the physical framework through which power travels in the energy network. Groundbreaking is scheduled for later this year. By 2021, Cincinnati will have the largest city-established solar farm in America.

The city of Cincinnati negotiated a 20-year flat-rate contract with Hecate Energy, a Chicago-based solar installer and operator, which would cover construction costs and purchase 100 MW of electricity a year. A locally-based company, Creekwood Energy, is serving as the project manager. A former soybean farm, about 40 miles east of the city, will be the solar farm's location.

From the sky, the plot of land looks like an enormous Tetris game gone wrong—a series of rectangular pieces bordering each other without forming a cohesive shape. Eventually, a plain of 310,000 panels will occupy 1,000 acres and provide 100 MW to the city. Here's the rough breakdown: municipal buildings like the fire and police stations, sewage treatment and water consume 125 MW per year and in the future solar will contribute 35 MW to that. Another 65 MW would go to cover utility usage by city residents, who use about 800 MW annually. All of these numbers are estimates, however, because the proportion of power usage that solar can provide on a given day depends on how much the panels can produce. On a bright summer afternoon, for instance, when energy is in peak demand, officials estimate that the panels could even produce sufficient energy to power all of the city's services.

The cost of the energy itself will be allocated from Cincinnati's already-existing power budget, which typically comes out to about \$21 million per year. According to Michael Forrester, the city energy manager, that should roughly equal \$2.7 million in electricity costs a year for the city services. Conservatively, he estimates the city should save almost \$2 million over the duration of this 20-year contract and the equivalent of 30,000 cars worth of emissions annually. If it didn't make sense for taxpayers, Forrester says, "We wouldn't do it."

In 2015, when Obama signed the climate agreement, the costs for alternative energy sources like solar were prohibitively expensive for a city the size of Cincinnati. Wetstone notes that those costs "have declined dramatically in the last decade." Forrester agrees and acknowledges there is a measurable difference between 2015 and 2020. "The cost of solar has significantly fallen over the last ten years–75 to 80 percent," he says. "The market has shifted."

Even with this relative success, Cincinnati will have to make substantial efforts to achieve its 2035 goal. Residential power usage demands 800 MW and that doesn't include the need to direct another 90 MW to all of its other energy requirements. "You can't predict the future, but you know the old statement about how to eat an elephant?" Forrester asks. "One bite at a time."



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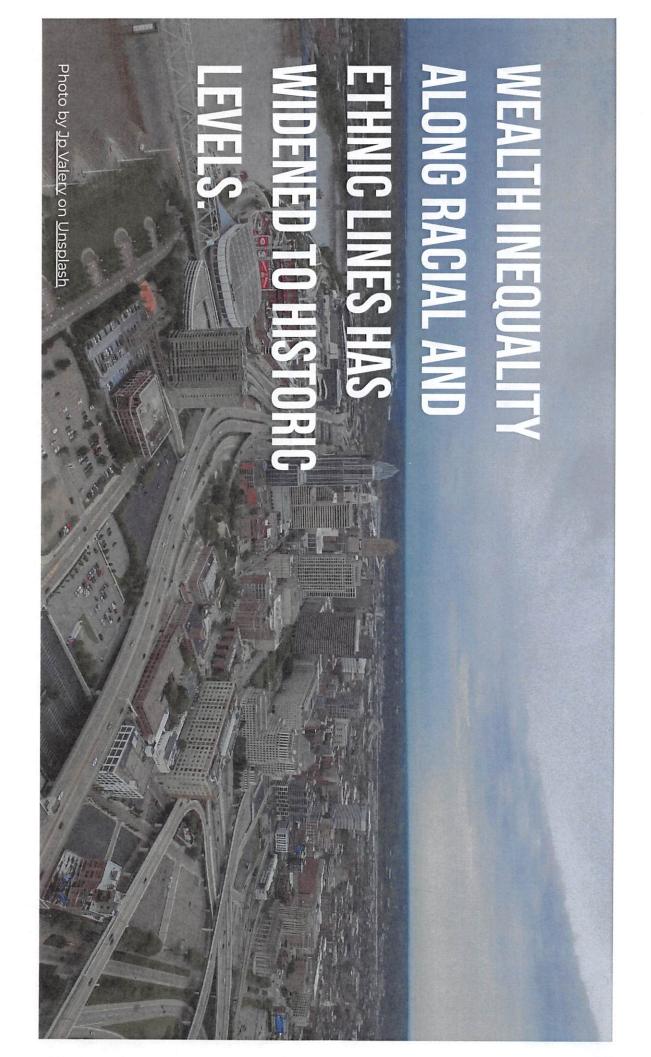
# **City of Cincinnati**

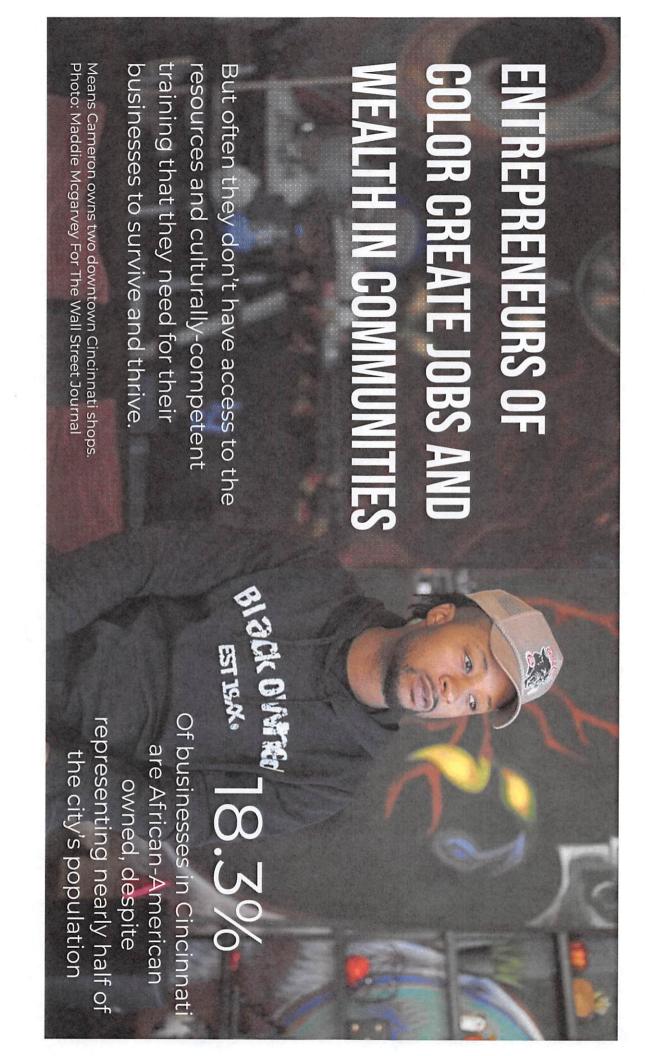
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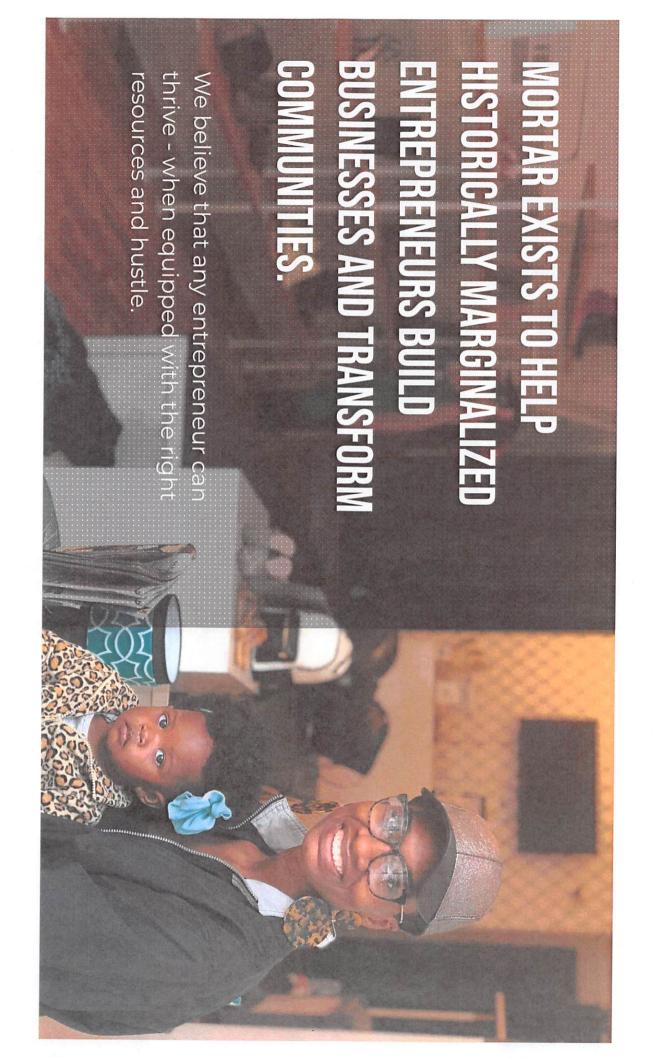
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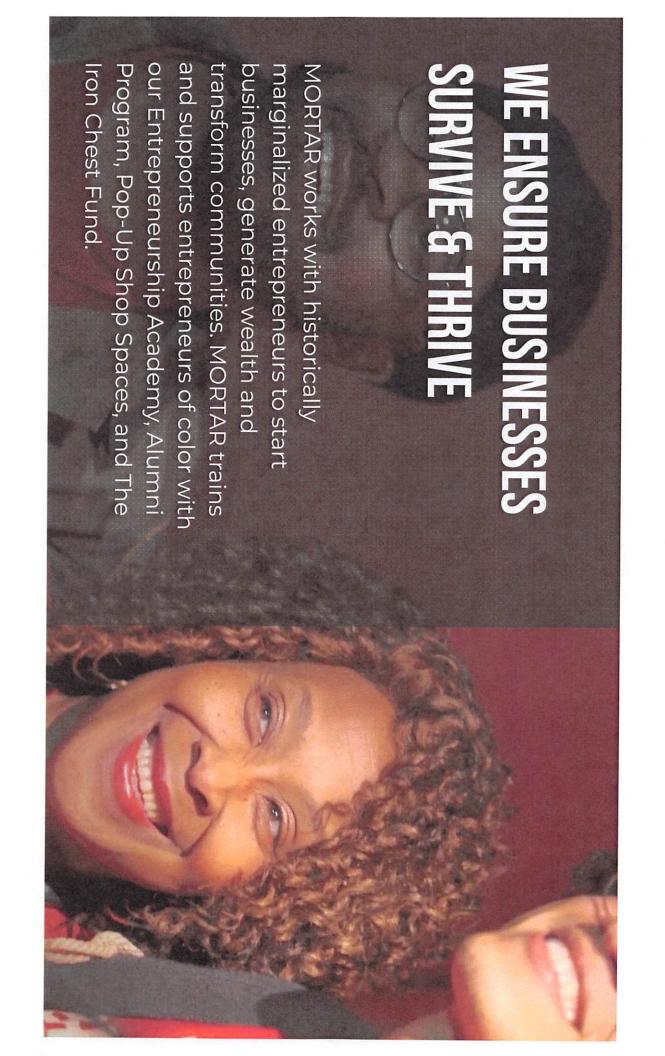
File Number	Title	Current Status					
202101176	Presentation	Held					
	PRESENTATION submitted by Paula Boggs Muething, City Manager, dated 3/22/2021, regarding the Office of Environment and Sustainability's FY 2022-2023 Biennial Operating Budget needs.						
	Introduced: 3/18/2021	Controlling Body: Budget and Finance Committee					
	Meeting Date: 3/22/2021	Sponsor(s): City Manage					
	Drafter: CMOltemApproval@cincinnati	-oh.gov					

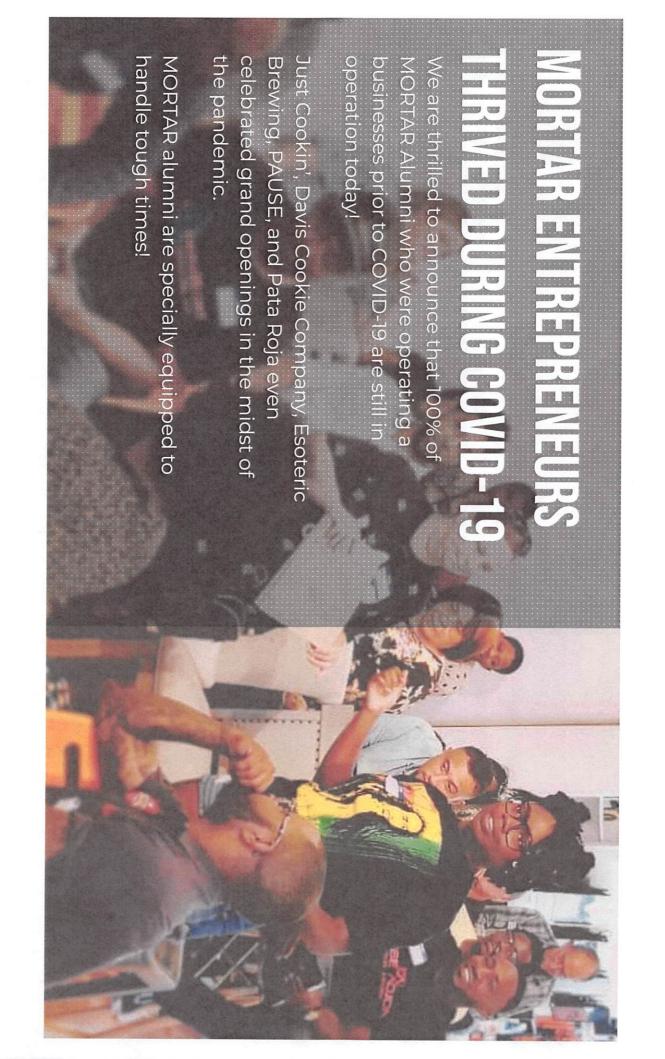








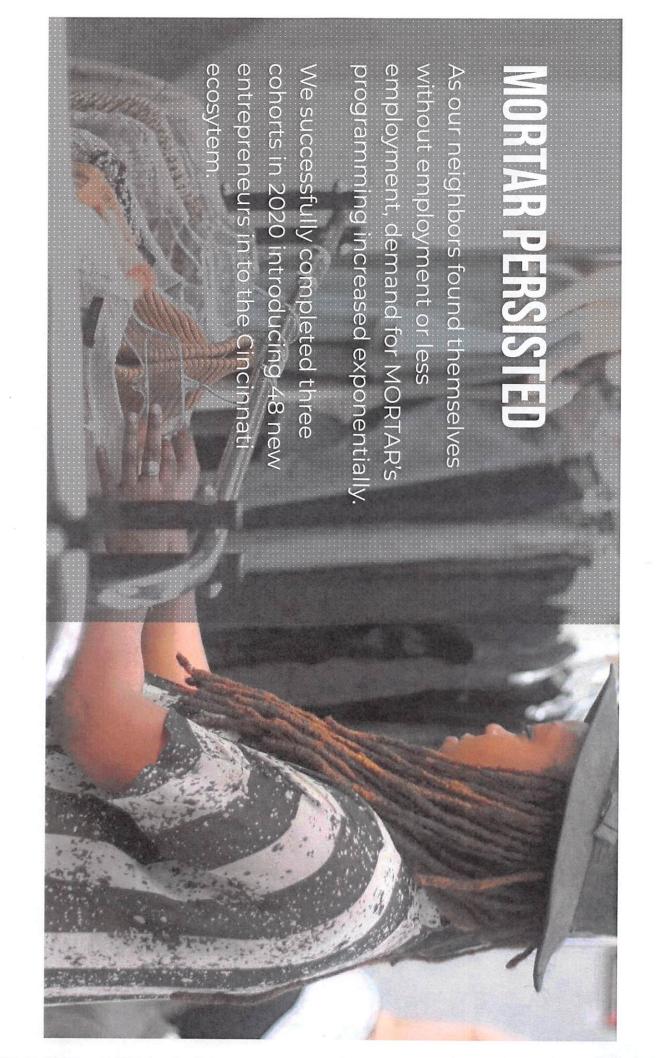


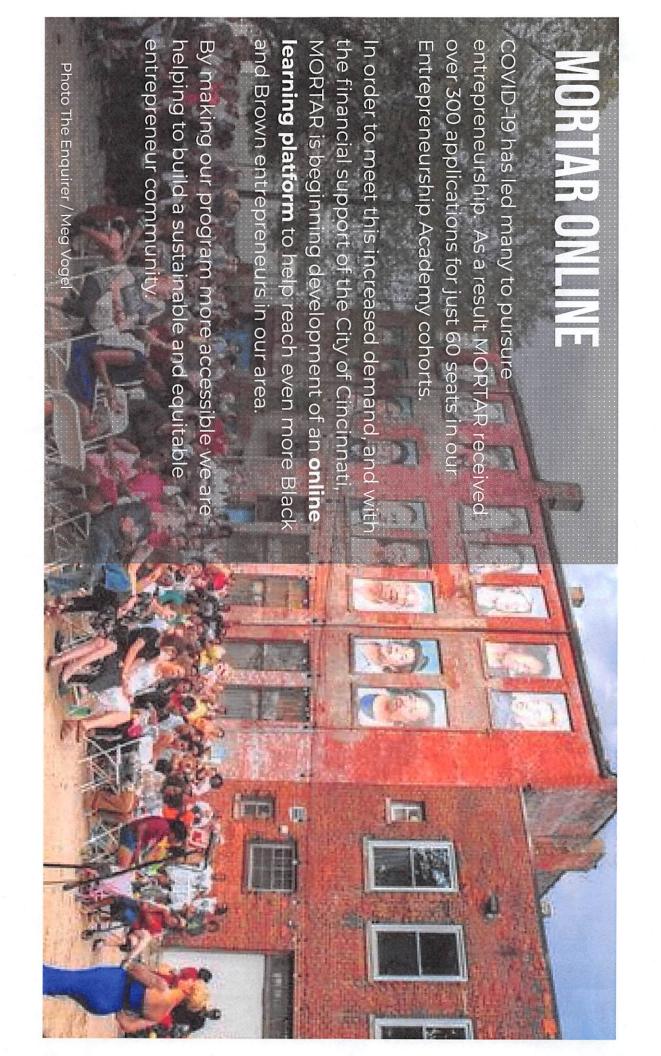




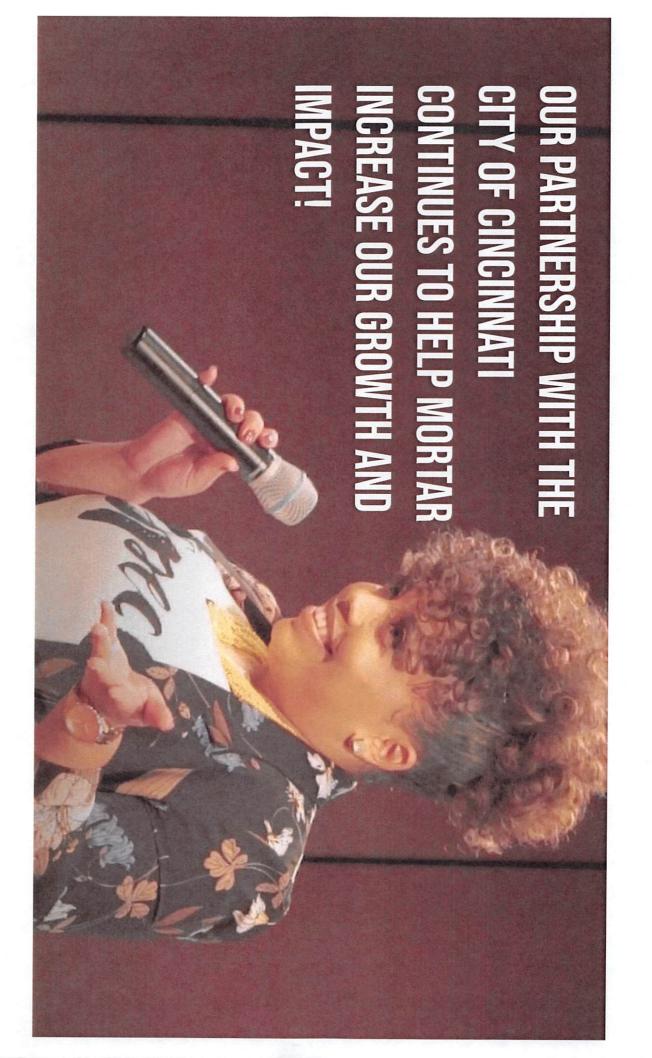
\$10,000 in emergency relief grants to our alumni from our Iron Chest Fund At the onset of COVID-19 MORTAR activated over

all know entrepreneurship is difficult but I don't think any of us could have seen this coming. The beauty of it all is, as a small time successfully." Crystal Render, Magnificent Morsels leaves me feeling confident that I will get through this trying business owner, to know that I have the support of MORTAR to offset the work they have missed due to the shutdown. We my employees a gift card to cover some of their grocery costs monthly kitchen storage fees, insurance, website fees & give move forward in my business. I'm able to continue to pay my Emergency Grant. These funds will allow me to continue to Catering "I'm so humbled to be a recipient of MORTAR's Covid-19











# **City of Cincinnati**

801 Plum Street Cincinnati, OH 45202

# File Summary

File Number	Title	Current Status				
202101198	Presentation	Held				
	PRESENTATION, dated 03/19/2021, submitted by Councilmember Mann, from Ali Trianfo, regarding MORTAR.					
	Introduced: 3/19/2021	Controlling Body: Budget and Finance Committee				
	Meeting Date: 3/22/2021	Sponsor(s): Mann				
	Department: David Mann					
	Drafter: Robert.Neely@cincinnati-oh.gov					



March 22, 2021

202101200

To: Budget and Finance Committee

From: Paula Boggs Muething, City Manager

Subject: Presentation – Enterprise Technology Solutions FY 2022-2023 Biennial

Operating Budget Needs

Attached is the Enterprise Technology Solutions' FY 2022-2023 Biennial Operating Budget needs presentation for the Budget and Finance Committee meeting on March 22, 2021.

cc: Christopher A. Bigham, Assistant City Manager



# **ETS Budget History**

# General Fund Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Personnel Compensation	3,285,030	3,786,059	4,183,190	4,241,100	3,667,800
Fringe Benefits	1,007,200	1,173,846	1,221,100	1,384,000	849,400
Non-Personnel Expenses	685,450	584,078	1,022,270	586,940	580,290
Total	\$4,977,680	\$5,543,983	\$6,426,560	\$6,212,040	\$5,097,490

# **ETS Budget History**

# Restricted Funds Operating Budget FY 2017 – FY 2021

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
CAGIS Fund 449	4,301,700	4,885,601	4,487,820	4,489,410	4,299,721
CLEAR Fund 457	4,407,110	5,644,611	5,085,070	5,187,050	5,172,560
Total	\$8,708,810	\$10,530,212	\$9,572,890	\$9,676,460	\$9,472,281

# **ETS** Organization

## **Restricted Funds Divisions**

### **CAGIS**

- ✓ GIS Mapping
- ✓ Customer Service Request System
- ✓ Permitting
- ✓ Code Enforcement
- ✓ Inspections
- ✓ Construction Coordination

#### **CLEAR**

- ✓ Databases & Applications
- ✓ Law Enforcement Data Sharing
- ✓ Training, Auditing & CJIS Compliance
- ✓ Access to LEADS/NCIC/NLETS/BMV/BCI
- ✓ Automated Fingerprint Identification System
- ✓ Jail Management System

## **Enterprise Infrastructure**

- ✓ Networks
- ✓ Datacenter
- ✓ Office 365 / Email
- ✓ Security

# **Enterprise Applications**

- ✓ Digital Services
- ✓ CFS
- ✓ CHRIS

## **Administrative Support**

- ✓ Budget
- ✓ Finance
- ✓ HR

# **Enterprise Service Desk**

- ✓ Tier 1 / 2 Support
- ✓ Telecom Support

# **Public Safety**

- **✓** ECC IT
- ✓ Radio

# ETS Department Significant Issues Staffing

Positions authorized are not necessarily funded due to PVA, ERIP, and fluctuations in reimbursements.

Fund	2013	2014	2015	2016	2017	2018	2019	2020	2021
General Fund	49.00	46.75	49.75	47.55	49.75	50.75	58.00	58.00	57.90
ETS Fund 702	13.00	15.00	4.80	4.80	5.80	5.80	5.80	5.80	5.80
CAGIS Fund 449	18.00	19.00	18.00	18.00	19.00	18.00	18.00	18.00	18.00
CLEAR Fund 457	17.00	15.00	13.00	13.00	13.00	14.00	14.00	14.00	14.00
Total FTE Authorized	97.00	95.75	85.55	83.35	87.55	88.55	95.80	95.80	95.70
General Fund / Fund 702 FTE Gap	3.00	8.00	4.00	6.00	7.00	8.00	9.00	11.00	18.00
Net FTE	94.00	87.75	81.55	77.35	80.55	80.55	86.80	84.80	77.70

# ETS Department Significant Issues Staffing

- Increased reliance on PVA and unbudgeted reimbursements to balance the budget
- Difficulties attracting and retaining critical positions (Applications, Database, Network, Datacenter, GIS)
- Funding for IT training, career development, succession planning.
- Technology demands and complexities have increased while staffing levels have decreased.

# ETS Department Significant Issues Increased Demands

- Increased Cyber attack risks, responsibilities and remediations.
- Increased costs on aging Infrastructure that increases security risks and adds additional complexity for support.
- 160 current IT projects in progress or queued.
- IT staff is mainly focused on incidents, support and break / fix.

# QUESTIONS?





801 Plum Street Cincinnati, OH 45202

### File Summary

File Number	Title	Current Status
202101200	Presentation	Held
	•	ula Boggs Muething, City Manager, dated e Technology Solutions' FY 2022-2023 Biennial
	Introduced: 3/19/2021 Controlling Body: Budget and Fina	
	Meeting Date: 3/22/2021	Sponsor(s): City Manager
	Drafter: CMOItemApproval@cincinnat	i-oh.gov



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

March 30, 2021

#### **MOTION**

I move for a report from the city administration evaluating the compliance with basic COVID precautions by this past weekend's attendees at the Banks DORA and what additional enforcement or education may be appropriate to minimize the risk that the DORA will become a major source of new COVID cases.

Councilmember David Mann

#### **STATEMENT**

We all look forward to the day when we can move around mask free without social distancing. That moment is getting close, but we cannot risk causing a setback with a surge of new cases. Soon, just about everyone will be vaccinated and we can declare freedom from the COVID nightmare. In the meantime, the Health Commissioner and City Manager should review whether DORA rules should be modified temporarily.



City Hall, Room 346B 801 Plum Street Cincinnati, Ohio 45202

(513) 352-3640

Betsy.Sundermann@cincinnati-oh.gov Email

### Betsy Sundermann

Cincinnati City Councilmember

May 24, 2021

#### **MOTION**

In lieu of funding the repainting of the Black Lives Matter Mural on Plum Street in front of City Hall, I MOVE that the Administration prepare an ordinance in an equal amount to fund business development grants to Black-owned business through the African American Chamber of Commerce. The source of funds for the grants should be the "Reserve for Weather Related Events, Other Emergency and One-Time Needs."

We have previously provided American Rescue Plan funding to the arts community. As we now work to regain our region's economic footing, we should be helping Black businesses recover through grants administered through the African American Chamber. Actions speak louder than words.

Cincinnati has the #1 Chamber in the United States that is advocating for African American businesses in the Greater Cincinnati and Northern Kentucky region. On June 9, 2017, the Cincinnati Business Courier ranked Cincinnati's African American Chamber of Commerce as the #1 fastest growing Chamber in the Region.

1407



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

Phone (513) 352-5205

Email Jan Michele.Kearney(a cincinnati-oh.gov

Web www.eincinnati.oh.gov

### Jan-Michele Lemon Kearney Councilmember

#### **MOTION**

WE MOVE for the establishment of the Cincinnati Property Tax Delinquency Program to prevent loss of homeownership by homeowners who are delinquent in property tax payments due to the COVID-19 pandemic. The COVID-19 pandemic has caused financial hardships for Cincinnati homeowners, putting many in danger of foreclosure due to delinquent property taxes. Hamilton County Treasurer Charlie Winburn reported in May 2021 that owners of 106 Cincinnati Homestead properties, and 636 Cincinnati owner-occupied homes are delinquent in property taxes, for a total of 742 delinquent Cincinnati property owners. Therefore, the Treasurer has requested that the City of Cincinnati partner with Hamilton County to provide funds to homeowners who are delinquent in property taxes due to the effects of the pandemic so that they will not lose their homes. The Treasurer estimates that the average delinquency is \$5,000 for a total of \$3,710,000 in delinquent property taxes.

The agency that would manage the Cincinnati Property Tax Delinquency Program would verify that the property tax delinquencies are COVID-related, and execute the necessary documents and actions to bring the homeowners current in their property taxes. The Hamilton County Treasurer's Office has partnered with the non-profit, Working in Neighborhoods, for this service at the total cost of \$500,000. The City could choose Working in Neighborhoods, the Hamilton County Community Action Agency, or another agency to manage the City's program.

THEREFORE, the total projected cost for the Cincinnati Property Tax Delinquency Program is \$4,210,000.

WE FURTHER MOVE for the City Administration to provide a REPORT on a feasible funding source or sources, such as funds from the State's share of the Homeowner Assistance Fund (HAF), the City's Reserves Fund, or other viable sources.

Councilmember Jan-Michele Lemon Kearney

#### **STATEMENT**

The Hamilton County Treasurer has identified homeowners who are on the verge of foreclosure due to delinquent property taxes caused by the COVID-19 pandemic. The Cincinnati Property Tax Delinquency Program would go to immediately help those in need to ensure that owners stay in their homes and that the COVID-19 pandemic does not eliminate housing due to an owner's inability to pay delinquent property taxes.

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Web www.cincinnati-oh.gov

### Jan-Michele Lemon Kearney Councilmember

#### **MOTION**

WE MOVE for a REPORT on the establishment of the Cincinnati Property Tax and Mortgage Delinquency Program for low to moderate income families to prevent loss of homeownership by homeowners who are delinquent in property tax payments due to the COVID-19 pandemic. The COVID-19 pandemic has caused financial hardships for Cincinnati homeowners, putting many in danger of foreclosure due to delinquent property taxes. Hamilton County Treasurer Charlie Winburn reported in May 2021 that owners of 106 Cincinnati Homestead properties, and 636 Cincinnati owner-occupied homes are delinquent in property taxes, for a total of 742 delinquent Cincinnati property owners. Therefore, the Treasurer has requested that the City of Cincinnati partner with Hamilton County to provide funds to homeowners who are delinquent in property taxes due to the effects of the pandemic so that they will not lose their homes. The Treasurer estimates that the average delinquency is \$5,000 for a total of \$3,710,000 in delinquent property taxes.

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homes and that the COVID-19 pandemic does not eliminate housing due to an owner's inability to pay delinquent property taxes.



June 2, 2021

To: Budget and Finance Committee

From: Paula Boggs Muething, City Manager 202102100

Subject: Presentation - City Manager's Recommended FY 2022-2023 Biennial

Budget

Attached is the Administration's presentation regarding the City Manager's Recommended FY 2022-2023 Biennial Budget for the Budget and Finance Committee meeting on June 2, 2021.

cc: Christopher A. Bigham, Assistant City Manager



Budget and Finance Committee

City Manager's Recommended FY 2022-2023 Biennial Budget

June 2, 2021

### FY 2022 Strategic Priorities

- FISCAL SUSTAINABILITY
- **EXCELLENT SERVICE DELIVERY**
- **SAFETY**
- **THRIVING NEIGHBORHOODS**
- **GROWING ECONOMIC OPPORTUNITIES**



### FY 2022 Fiscal Stability and the ARP

- Funding in the amount of \$299 million provided to the City under the American Rescue Plan, \$139.8 million received to date.
- Council approved the use of \$18.7 million in FY 2021.
- Council approved the use of \$67.5 million for FY 2022.
- There is significant uncertainty in the short-term regarding the extent of these impacts—with ongoing litigation challenging the City's ability to levy taxes on remote workers during the pandemic and with various pending state-level legislative initiatives.



# City Manager's Recommended FY 2022-2023 All Funds Biennial Budget

Table II - Recommended FY 2022 -2023 All Funds Biennial Operating Budget

	2020-20	21 Biennial		From 2021 Update	Approved	<u>Fi</u>	rom 2022 Reco	mmended
(\$ in Millions)	2020 Approved	2021 Update Approved	Recommended FY 2022 <sup>(3)</sup>	\$ Change	% Change	Recommended FY 2023 <sup>(3)</sup>	\$ Change	% Change
Operating Budget								
General Fund (1)	\$416.9	\$416.2	\$461.3	\$45.1	10.8%	\$463.8	\$2.5	0.5%
Restricted Funds <sup>(2)</sup>	\$728.8	\$707.0	\$734.8	\$27.8	3.9%	\$683.2	-\$51.6	-7.0%
Grand Total	\$1,145.7	\$1,123.2	\$1,196.1	\$72.9	6.5%	\$1,147.0	-\$49.1	-4.1%
					-			-

<sup>(1)</sup> Includes Transfers Out; FY 2020 and FY 2021 Update includes \$16.7 million and \$17.4 million in transfers out respectively to the Cincinnati Health District Restricted Func



<sup>(2)</sup> The Streetcar Operations Fund is not included in the Restricted Funds Total.

<sup>(3)</sup> The Recommended FY 2022 and FY 2023 Restricted Funds amounts do not include \$16.6 million and \$18.1 million respectively in Health Department funding that is now in the Cincinnati Health District Restricted Fund.

## Balancing the FY 2022 Budget

- For the past several years, the City's continuation budget at the time of the TTB has resulted in a projected budget deficit ranging from \$18 million to \$25 million.
- However, due to the impact of the COVID-19 pandemic, the continuation budget deficit for FY 2021 was estimated at \$73.4 million.
- Balancing the projected deficit of \$73.4 million in the Approved FY 2021 General Fund Budget Update required \$32.5 million of expenditure reductions many of which were one-time reductions.



### Balancing the FY 2022 Budget

The Approved FY 2021 General Fund Budget Update expenditure reductions included:

- Vacant positions were eliminated.
- Position vacancy savings was sharply increased.
- Leveraged support was shifted to Federal entitlement funds.
- Costs were shifted to various Restricted Funds where eligible.
- An Early Retirement Incentive Program (ERIP) was implemented (ongoing reduction).
- Police and Fire Recruit classes were delayed until FY 2022.

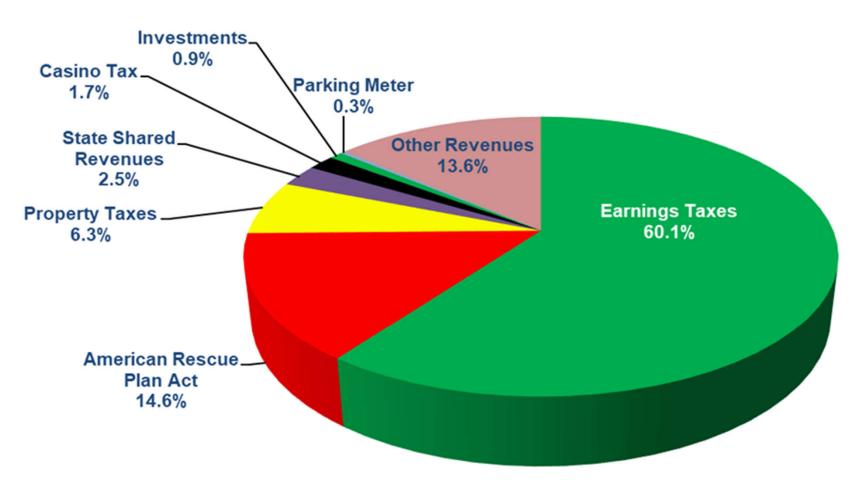
The one-time reductions were restored in FY 2022 for the Tentative Tax Budget (TTB).



### Balancing the FY 2022 Budget

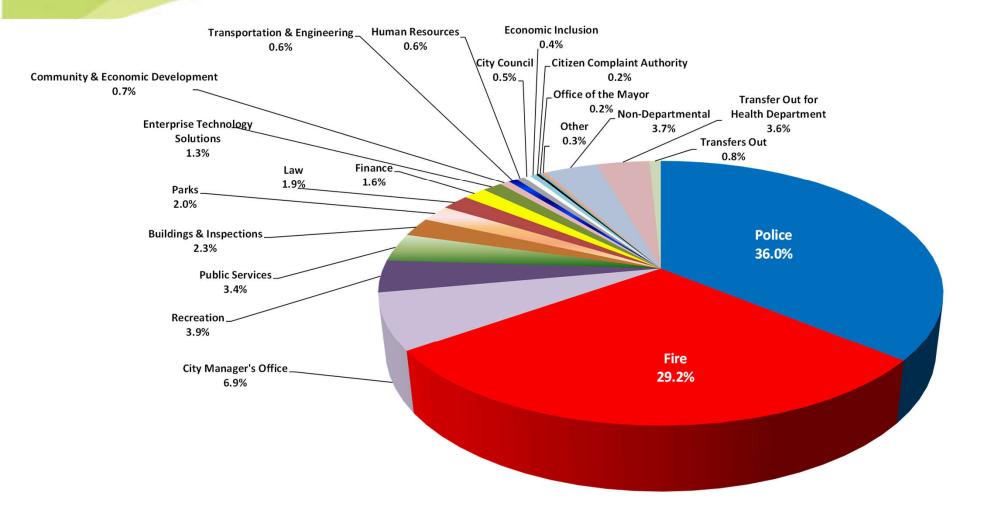
- The Tentative Tax Budget (TTB) deficit was \$25.7 million which included 5.0% COLAs for Police and Fire and 2.0% COLAs for all non-sworn positions based on approved labor agreements and the restorations of one-time reductions as referenced on the previous slide.
- The UC Economics Center revised the FY 2022 Income Tax forecast down by \$34.1 million due to the impact of non-City residents working from home after the pandemic subsides.
- Net expenditure increases of \$7.7 million since the TTB resulted in a projected deficit of \$67.5 million.
- Council passed an appropriation ordinance of \$67.5 million from the American Rescue Plan (ARP) to close the deficit.

# OPERATING BUDGET FY 2022 General Fund Revenue \$461.3 million



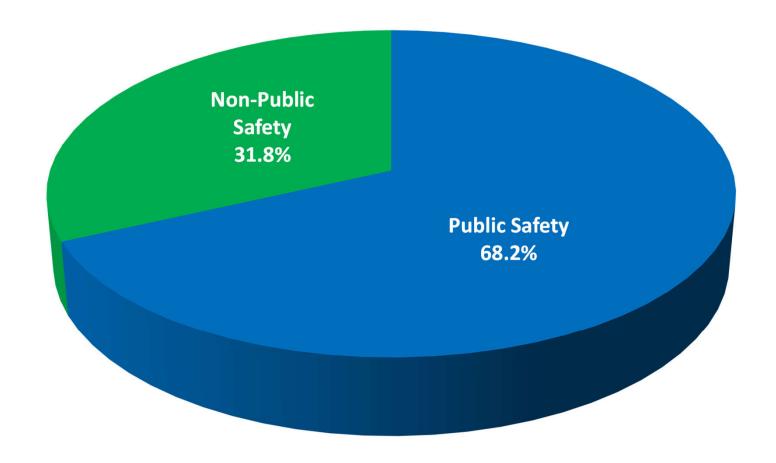


# OPERATING BUDGET General Fund Expenditures – \$461.3 million





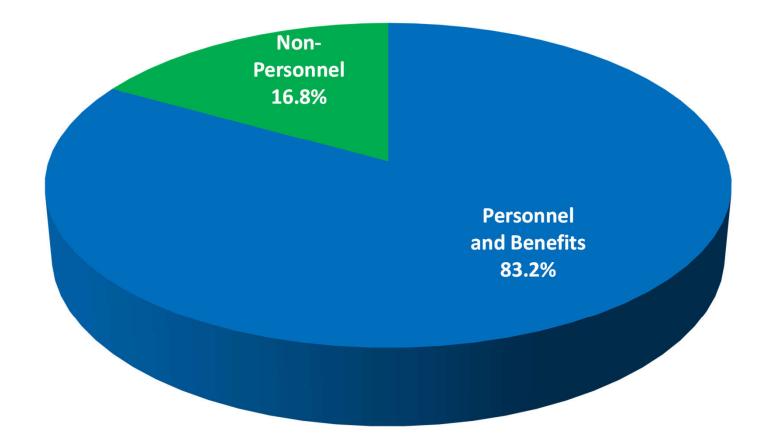
# OPERATING BUDGET General Fund Expenditures





## General Fund Expenditures\*

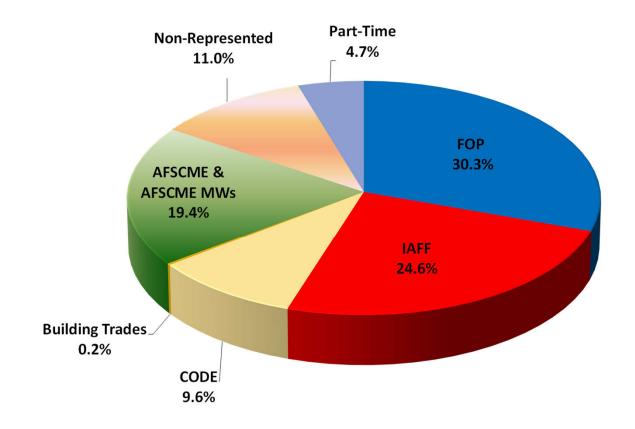
Where does the money go? Personnel and Non-Personnel

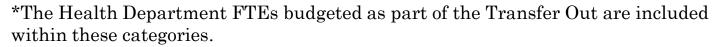




# **OPERATING BUDGET**General Fund Expenditures

Personnel Expenses represent 83.2% of the General Fund Budget with 84.3% of employees\* represented by labor contracts.







### All Funds Staffing

### Public Safety Sworn FTE Estimates\*

Sworn FTE	July 2021	July 2022 40 Fire Recruits and 80 Police Recruits Graduate	June 2023 40 Fire Recruits and 50 Police Recruits Graduate
POLICE	983	1,019	1,024
FIRE	776	802	806



<sup>\*</sup>Estimates as of July 1st of each year based on expected recruit class graduations during each fiscal year less expected attrition.

# **General Fund Expenditure Highlights:**Human Services and Procurement

- Exceeds the goal of allocating 1.4% of the General Fund allocation to human services, with total funding of \$8.0 million.
- Creation and staffing of a new Office of Human Services, which will become part of the City Manager's Office.
- Purchasing Division is moving to the City Manager's Office as the Office of Procurement.



# **General Fund Expenditure Highlights:**Public Safety

### Cincinnati Police Department:

- Recruit class of 53 COPS Hiring Grant funded recruits
- Lateral recruit class of 30 recruits in FY 2022
- Gun Crime Intelligence Center (GCIC)
- Funding for additional Crime Analysts
- Expanded capacity on the Body Worn Camera Redaction Team

### Fire Department:

• Two recruit classes of 40 City funded recruits: one graduates during FY 2022 and the second graduates during FY 2023



# OPERATING BUDGET General Fund Expenditure Highlights: Public Safety

Emergency Communications Center (ECC):

- Additional resources for training
- Establishment of a Quality Assurance (QA) team
- NICE (Neptune Intelligence Computer Engineering) System Upgrade to provide updated telephone loggers that record telephone audio and includes screen captures



# OPERATING BUDGET Restricted Funds

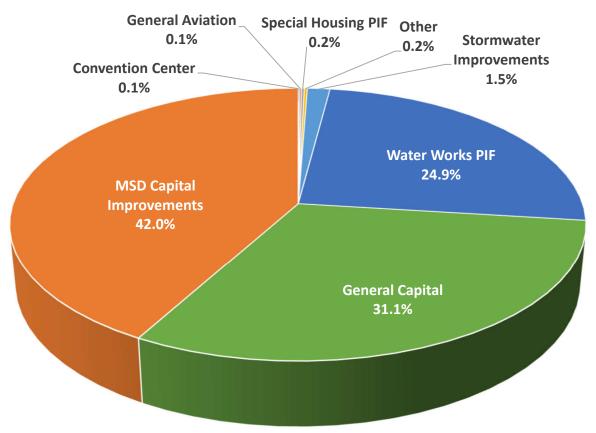
Major Changes Impacting Restricted Funds:

- Greater Cincinnati Water Works (GCWW) proposes a rate increase effective January 1, 2022, annually through 2026.
- Water Budget includes the lead line replacement program.
- GCWW will give a presentation on the proposed rate increase at the June 7th Budget and Finance Committee Meeting.
- Income Tax-Transit Fund 759 is being eliminated in FY 2022 which is a reduction of \$18.9 million due to the 0.3% income tax rollback related to transit.



# CAPITAL BUDGET BY FUND ALL FUNDS TOTAL: \$269.0 million\*

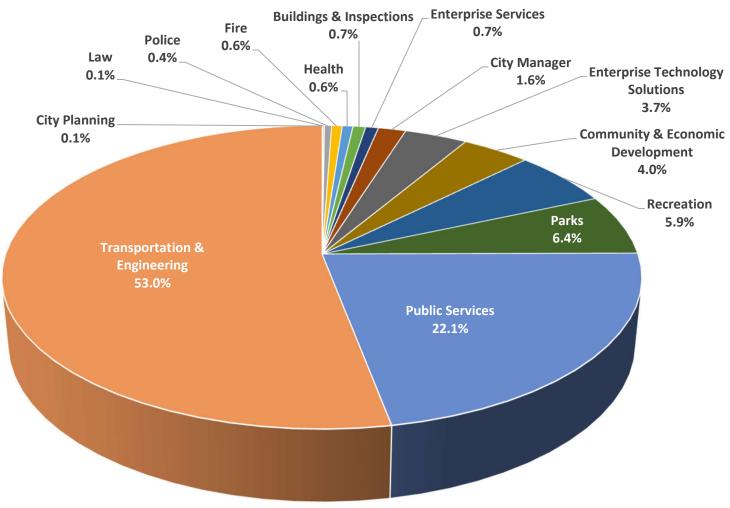
\*Excluding anticipated grant resources



"Other" funds combines the FY 2022 recommended capital budget amount for the following funds: Telecommunications Services, Metropolitan Sewer District, Water Works, and Parking System Facilities. Individually, each of these funds consist of less than 0.1% of the FY 2022 recommended all funds capital budget.



# GENERAL CAPITAL BUDGET BY DEPARTMENT, TOTAL: \$83.6 million





## General Capital Budget Highlights

Community Budget Requests (Volume II, pages 299-388)

- This budget includes fully or partially funding thirty (30) Community Budget Requests (CBR) in the proposed Biennial Budget.
- Projects funded in this budget include pedestrian safety improvements, crosswalks, sidewalks, signage, lighting, and recreation improvements.



## General Capital Budget Highlights

• The Capital Budget includes \$16.2 million for road repaying which allows for the paying of 44 lane miles and providing preventative maintenance for 47 lane miles.

• The Capital Budget also includes funding for:

• Pedestrian Safety \$750k

• Street Calming \$400k

• The Capital Budget also includes funding for projects ineligible for ARP funding:

• Smale Riverfront Park \$1.5 million

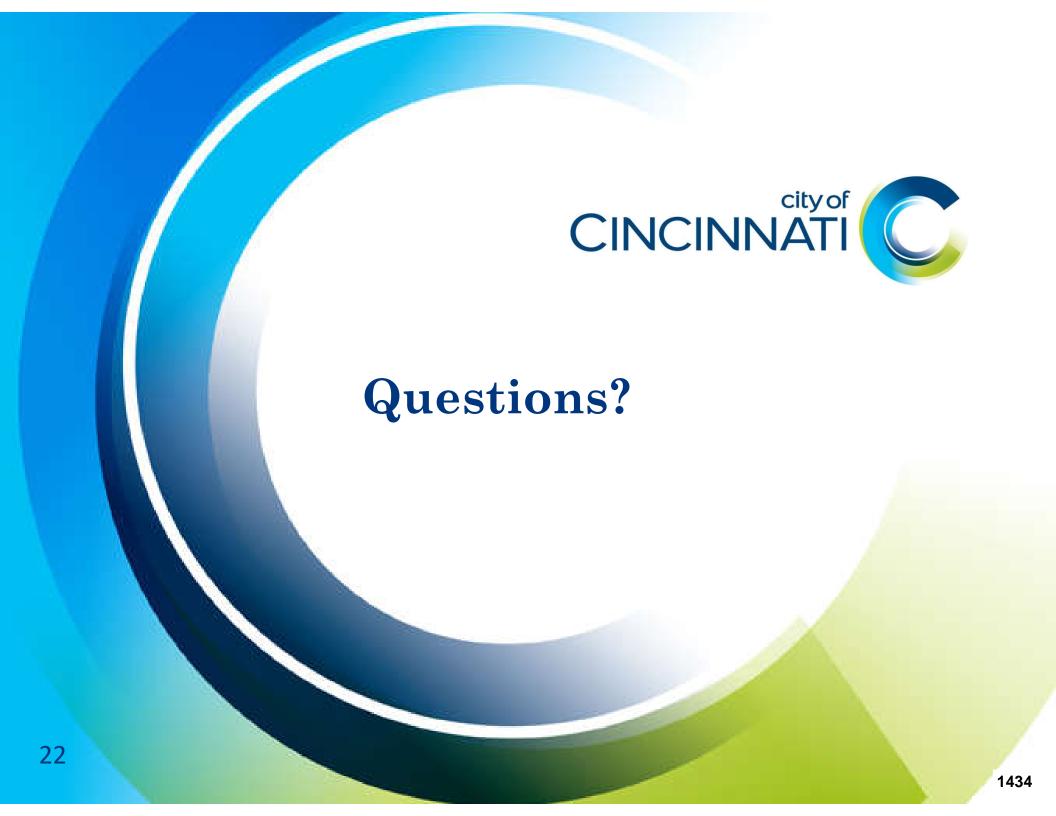
• Mt. Airy Trail Expansion \$1.1 million

• Parks Trails Expansion \$500k

• Sawyer Point Tennis Courts

Improvement (Pickleball) \$250k







June 7, 2021

TO: Members of the Budget and Finance Committee

202102159

FROM: Paula Boggs Muething, City Manager

SUBJECT: Presentation – Setting Water Rates for 2022-2026

Attached is the presentation for setting water rates for 2022-2026.

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

# Greater Cincinnati Water Works

Budget & Finance Committee
June 7, 2021

### Past rate increases

### 2017-2021: annual rate increases of 3.75%

- 2016 approved 5 years of regular/predictable increases
- Significantly lower than 6-7% increases (before 2016)

### Funded:

- Operational requirements
- Capital improvement projects
- Newly established Lead Service Line Replacement Program
- Critical system upgrades (billing system/monthly billing, SCADA, etc.)

AAA bond rating resulted from stable/predictable revenue

Year	Rate
2008	6.0%
2009	5.9%
2010	3.0%
2011	0%
2012	8.5%
2013	7.25%
2014	5.5%
2015	4.0%
2016	5.0%
2017	3.75%
2018	3.75%
2019	3.75%
2020	3.75%
2021	3.75%

# Cost of Service / Rate Study

Study to develop a 5-year financial forecast and plan

Black & Veatch conducted GCWW rate study for 2022-2026

Projects customers and consumption

Forecasts expenditures – operation & maintenance, capital

Determines revenue needs to meet O&M, capital, debt and financial performance criteria

Calculates rates to recover revenue required

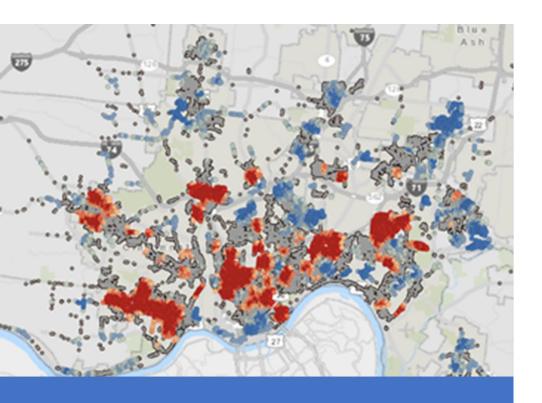
Substantial challenges highlighted in study

## Highlighted Challenges from Rate Study – current and future

- Lead Program and Regulatory Changes
- 2. Operating and Capital Needs
- Maintenance of Financial Targets
- 4. Customer Affordability

# Solutions must support:





# Highlighted challenge #1: Lead Program and Regulatory Changes

# GCWW Lead Program (2016 to present) First of its kind; USEPA "national model"

- Outreach, education, sampling, LSL replacement
- School/child-care free testing
- GCWW pays public side replacement costs
- GCWW contributes to cost of private replacement
  - 40% cost share (up to \$1,500)
  - 0% financing available for balance
- "HELP" for low-income owners
  - additional 30% assistance
  - Funded through donations, cell tower revenue
- Participation through
  - · Watermain replacement project,
  - Property owner request, or
  - Leak in customer service line
- Lead exists inside and outside of City
- Meets/exceeds current Lead & Copper rule

# Highlighted challenge #1:

# Lead Program and Regulatory Changes

# GCWW Lead Program- looking ahead

#### Revised USEPA Lead & Copper Rule (2021) – more stringent:

- Stricter sampling will trigger GCWW into mandated 3% or greater replacement
- Additional treatment required will negatively impact entire service area
- Non-compliance will lead to court orders, consent decree, and/or fines

#### Need for change:

- Realization of lead impacts at extremely low lead levels
- · Lead lines are the primary source of lead in water
- Very significant number of lead lines still in use

## Local challenges still exist:

- Affordability
- Health risk present, particularly for infants, children, pregnant women
- Health and financial inequity in water service to customers with LSLs

Compliance requires a system wide solution

# Highlighted challenge #1: Lead Program and Regulatory Changes





# Proposed LSL replacement program change:

• Increase LSL replacement cost share from 40% to 100%

## Additional investment now will:

- Removes affordability barrier
- Advances health and financial equity among all customers
- Increases customer participation in program
- Increases replacement rate to meet new compliance levels
- Helps address system-wide regulatory compliance

Note: Cleveland, Detroit, Ann Arbor, Indianapolis, Denver, Washington DC, Newark, Philadelphia, Pittsburgh fund 100% LSL replacement via rates



Highlighted challenge #2: Operating and Capital Expenses

#### • Continued movement & risk to critical infrastructure within Riverside corridor

## Increasing labor and material costs

• Impact operating and capital costs

#### Aging and antiquated infrastructure

- Past infrastructure design does not always meet modern standards
- Backlog of projects exists

#### **COVID** impacts

- Operating expenses reduced
- Several important projects delayed (e.g., electrical reliability study)
- Not sustainable; presents increased risk

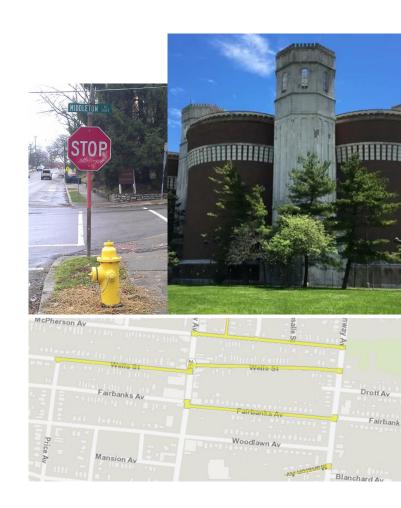
# Highlighted challenge #2: Operating and Capital Expenses

# Address capital and project backlog

- Capital funding increase from \$67M to \$75M
- Address aging and outdated systems
- Expand water main replacement projects
- Build on partnership with CFD for system flow info
- Establish robust fire hydrant program (contracted areas)
- Fund a long-term plan to protect critical infrastructure on Riverside Drive
- Increase system resiliency funding
  - Electrical Reliability Study, Backup generator
  - Physical and Cyber Security Upgrades

#### Outcomes:

 reduced risk of failure, reduced long term O&M costs, more prepared for extreme weather events



# Highlighted challenge #3: Maintenance of Financial Targets

# Financial Targets in Jeopardy

- Could lose AAA bond rating without additional revenue
- Higher costs to finance needed capital improvements
- Loss of bond refinancing and money savings opportunities

# Highlighted challenge #4: Customer Affordability

#### Exacerbated by COVID-19 pandemic

Over 37,000 accounts now delinquent (13% increase)

Past due amount increased by \$11M (87% increase)

Shutoff moratorium still in effect

#### An urgent need to provide customer assistance solutions:

- Emergency Rental Relief Program funding deployed by City
- Partnership with Community Action Agency
- Available to eligible renters to address bill delinquencies
- New payment plan portal is in the works
- Other utilities having success with mobile flexible payment portals
- Assist customers struggling with large water/sewer debt
- Solution will offer flexible payment plans with multiple mobile payment options, including e-check, credit/debit card, cash apps
- Customers sign up and can avoid shutoff

#### Other Customer Service Enhancements

- Smart metering solutions being investigated
- Customer can control usage, monitor bill
- Customer alerted of potential leaks and avoid high bills

Other assistance programs are being evaluated

# Recommendations:

# Black & Veatch Cost of Service Study Findings

 Rate increase of 3.75% for FY2022 & 5.55% for FY23 through FY26

> Average Single-Family Monthly Payment (Calendar Years 2021 thru 2026) 8.33 CCF Per Month (6,230 Gallons) - 5/8" Meter

	Rate Increase:	3.75%	3.75%	5.55%	5.55%	5.55%	5.55%
		CY 21	CY 22	CY 23	CY 24	CY 25	CY 26
Inside City							
Commodity Charge		24.99	25.93	27.34	28.84	30.42	32.09
Service Charge		6.54	6.79	7.17	7.57	7.99	8.43
Fire Hydrant Fee	_	0.65	0.67	0.71	0.75	0.79	0.83
	Total Average Monthly Payment:	32.18	33.39	35.22	37.16	39.20	41.36
	Total Average Increase Per Month:		\$1.21	\$1.83	\$1.94	\$2.05	\$2.16

Year	Rate
2008	6.00%
2009	5.90%
2010	3.00%
2011	0%
2012	8.50%
2013	7.25%
2014	5.50%
2015	4.00%
2016	5.00%
2017	3.75%
2018	3.75%
2019	3.75%
2020	3.75%
2021	3.75%
2022	3.75%
2023	5.55%
2024	5.55%
2025	5.55%
2026	5.55%

#### Monthly Water Costs<sup>†</sup> for the Average Single-Family Household



Water Utility /Cost per Month 8.3 CCF
\*Includes fire hydrant fee. Rate effective January 1, 2021.
† Some of the rates above are based on information from the utility's website as of 12/18/20.

- 1. Provide funding for 100% of the cost of private LSL removal
  - Positive impact for health and well being of community
  - Allows participation in program regardless of income
  - Investment in lead line removal solves the biggest issue with lead in drinking water
  - Poises GCWW to comply with new regulatory changes
  - Cost of this change amounts to about 1% of overall budget



- 2. Provide funds to address aging infrastructure and increase resiliency
  - Reduce risk of asset failure
  - Reduce unplanned expenses
  - Lowers long-term O&M costs
  - Better prepare for extreme weather events/impacts



- 3. Improve and strengthen financial and operational integrity
  - Maintain AAA bond rating to leverage lowest borrowing costs
  - Affords opportunity to refinance current debt at lower interest rates
  - Raises net revenues to total debt ratio and days cash on hand to what investors expect from a AAA utility



- 4. Allow continued implementation of solutions to assist customers with bill payment
  - Solutions are being developed and implemented
  - Allow customer flexibility in bill pay options
  - Increase revenue collection
  - Allow customers insight and control of their water usage



Questions?

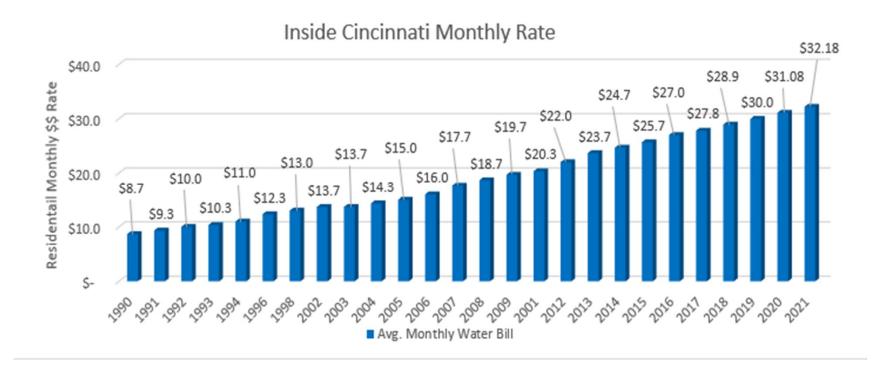
# Noted challenges – current and future

Many customers will struggle to pay what is owed some of which will require write off of needed revenue

	GCWW Account Delinquency @ 2/28/2020 Compared to 4/30/2021										
(Pre-Pa	(Pre-Pandemic compared to April 30,2021 - # Accounts and Dollar Amounts Delinquent)										
GCWW		2/28/2020	4/30/2021		2/28/2020	4/30/2021					
Account	TOTAL#	# Accounts	# Accounts	% Increase in #	Total \$\$ Amount	Total \$\$ Amount	% Increase in \$\$				
Types	of Accounts	Delinquent	Delinquent	<b>Accts Delinquent</b>	Delinquent	Delinquent	Delinquent				
Residential	213,502	28,371	32,533	15%	9,100,000	\$ 16,500,000	81%				
Commercial	24,492	4,136	4,267	3%	3,500,000	6,700,000	91%				
Industrial	2,704	423	374	-12%	490,000	1,300,000	165%				
Government	796	8	10	25%	2,300	4,600	100%				
Wholesale	41	5	6	20%	11,000	2,900	-74%				
TOTAL	241,535	32,943	37,190	12.89%	\$ 13,103,300	\$ 24,507,500	87.03%				

# Average Monthly Water Cost to Residential City Residents

8.33 CCF Per Month (6,230 Gallons) - 5/8" Meter



### CHATFIELD LAW OFFICE

An Association of Independent Attorneys At Law

#### THE CINCINNATI CLUB BUILDING

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mchatfield@fuse.net

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Cincinnati, Ohio 45202

+ also licensed in Mississippi

DAVID E. W. CHATFIELD (513) 621-6265 (513) 621-6264 fax

1921-1988

Of Counsel
JEANNETTE P. MAXEY\*
\*also licensed in Kentucky
jmaxey@lawyer.com

June 15, 2021

Vice Mayor David Mann 801 Plum St., Suite 349 Cincinnati, OH 45202 david.mann@cincinnati-oh.gov

Re: 3500 Glenway Ave / Parcel No.: 173-00030131-00

Dear Mr. Mann,

We are writing you concerning the above stated property owned by The Hyde Park Lumber Company. This property has been in the possession of The Hyde Park Lumber Co. since the early 1900s and was part of several parcels that were divided and sold to a developer to create housing on Fairbanks Ave. This stated parcel is the land that Fairbanks Avenue is situated on. The parcel was never transferred thus causing our client to be the owner of Fairbanks Avenue.

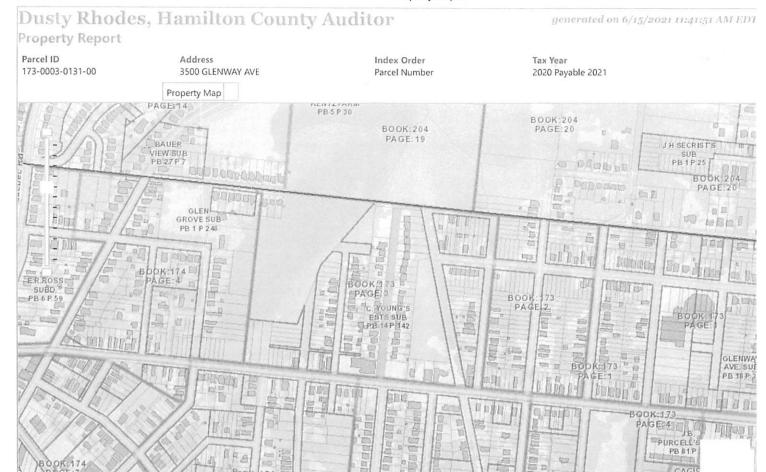
The Hyde Park Lumber Company would like to relinquish their possession of the parcel to the City of Cincinnati. Prior to executing the deed, The Hyde Park Lumber Company is requesting that the City of Cincinnati and or Hamilton County Tax Commission in return forgive any and all current or back taxes and/or any other funds owed to the city or county. Also, The Hyde Park Lumber Co. request an Agreed Release be signed by all parties clearing them of any obligations relating to this parcel.

Please contact me to discuss this matter further and to assure all parties have a positive result.

Very truly yours,

Melancthon W. Chatfield

Melancthon W. Chatfield, Esq.



CAL - DT - CO/15

TSJUN21PH2:27

OF EBK OF COUNCIL

# City of Cincinnati



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

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

### Jan-Michele Lemon Kearney

Councilmember

June 28, 2021

#### **MOTION**

WE MOVE that City Council allocate \$40,000 to the community of Mt. Adams to purchase a greenspace parcel at the intersection of Parkside Place and Martin Drive.

WE FURTHER MOVE that the City Administration recommend a source of funding for this proposal.

Jan-Michele Lemo Kearney

Councilmember Jan-Michele Lemon Kearney

#### STATEMENT

Since raising \$41,000, the Mt. Adams community is seeking a partnership with the City of Cincinnati to purchase a greenspace, located at the intersection of Parkside Place and Martin Drive. The Mt. Adams community is collaborating with the Cincinnati Parks Foundation to take possession of the property as soon as the sale commences. The Parks Department will maintain and control the property once the community donates the land to the City of Cincinnati. In order to purchase the land, the community requires an additional \$40,000 in conjunction with funds already raised.



S810N.SIEM3:08 CFEBK OF COUNCIL



September 1, 2021

To: Mayor and Members of City Council 202102661

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance - LSLRP Assessment for Private Lead

Service

Attached is an Emergency Ordinance captioned:

**LEVYING** assessments for the unpaid costs of private lead service line replacements installed at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135 and as set forth in the attached Exhibit 1.

As part of the Greater Cincinnati Water Works' ("GCWW") ongoing Lead Service Line Replacement Program (LSLRP), property owners within the City contracted for lead service line replacement by GCWW at their properties and agreed to pay a portion of the cost of the lead line replacement. This Emergency Ordinance authorizes the levying of assessments for the unpaid costs of the private lead service line replacement as part of the property owners' tax assessment and in accordance with the terms of the lead service line replacement contract. Exhibit 1 to the Emergency Ordinance represents a list of the properties for which assessments are to be levied.

The reason for the emergency is the immediate need to authorize the Clerk of Council to certify the assessments by the Hamilton County Auditor's September 30, 2021, deadline for 2022 assessments to real estate.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew M. Dudas, Budget Director
Karen Alder, Finance Director
Cathy B. Bailey, Executive Director/Greater Cincinnati Water Works

Attachment

#### EMERGENCY

# City of Cincinnati

ALA

BWG

# An Ordinance No.

- 2021

**LEVYING** assessments for the unpaid costs of private lead service line replacements installed at various locations by the City of Cincinnati's Greater Cincinnati Water Works through its Lead Service Line Replacement Program in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135 and as set forth in the attached Exhibit 1.

WHEREAS, Chapter 401 of the Cincinnati Municipal Code provides that property owners shall be responsible for the cost of replacing the portion of a lead water service line on their private property; and

WHEREAS, in order to assist property owners in financing the cost of private lead service line replacement, the City does not charge interest when the replacement costs are assessed to the property; and

WHEREAS, the owners of the approximately 400 properties listed on the attached Exhibit 1 were either notified by Greater Cincinnati Water Works ("GCWW") that their private lead service lines were required to be replaced pursuant to Chapter 401 of the Cincinnati Municipal Code and Chapter 729 of the Ohio Revised Code or the owners provided a voluntary written waiver of such notice; and

WHEREAS, the owners of the properties listed on Exhibit 1 entered into agreements for the GCWW to perform the replacement work on their private water lines, bill the property owner for owner's share of the resulting costs, and assess to the property for repayment over ten years (or five years, if selected by the owner) any portion of the owner's share of costs that is unpaid following the bill due date; and

WHEREAS, GCWW has completed lead service line replacements at the properties listed on Exhibit 1, the property owners have been billed for their share of the costs, and the due date for payment (30 days from the billing date) has passed; and

WHEREAS, following the due date of the bill, any unpaid portion of the owners' share of costs shall be assessed against their property to be collected by the County Treasurer in the same manner as real estate taxes pursuant to Cincinnati Municipal Code Chapter 401 and the owners' agreements with the City; now, therefore,

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

Section 1. That in accordance with Cincinnati Municipal Code Sections 401-127 through 401-135, the unpaid costs of private lead service line replacement incurred by the City's Greater

Cincinnati Water Works ("GCWW") are hereby levied as assessments upon the real property in the amounts and at the locations described in the attached Exhibit 1 (the "Assessed Properties"), for payment in semi-annual installments for the length of the assessment period indicated on Exhibit 1.

Section 2. That the listed assessments are payable in cash to the City Treasurer within ten calendar days after the passage of this ordinance or, at the option of each property owner, in semi-annual installments for the indicated assessment period.

Section 3. That assessments not paid in cash within ten calendar days are to be certified by the City Treasurer to the County Auditor.

Section 4. That for each of the Assessed Properties, GCWW has either provided written notice of the requirement to replace the private lead service line on the property to the property owner pursuant to Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Chapter 401 or obtained a voluntary written waiver of service of such notice from the property owner.

Section 5. That notes and bonds of the City of Cincinnati may be issued in anticipation of the collection of the assessments.

Section 6. That any amount received as a result of the assessments levied herein shall be deposited into GCWW Fund No. 312, "Private Lead Service Line Replacement."

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6, be effective immediately. The reason for the emergency is the immediate

need to admonze the eler	to Council to certify the assessments by the Hammton County Additor's
September 30, 2021, dead	line for 2022 assessments to real estate.
Passed:	, 2021
	John Cranley, Mayor
Attest:	erk

#### **AFFIDAVIT**

ST	ГАТЕ OF OHIO ) ss:
C	OUNTY OF HAMILTON )
Re	e: Certification of Lead Service Line Replacement costs (CMC 401-133 and -135 and ORC 729.06)
No ba	ow comes Leslie Moening and after being duly cautioned and sworn, states that the following is true and sed upon her own knowledge and belief:
1.	I am employed by the City of Cincinnati and serve in the position of Lead Program Manager of the Greater Cincinnati Water Works (GCWW) of the City of Cincinnati.
2.	Pursuant to the Cincinnati Municipal Code (CMC) sections 401-133 and -135, the City of Cincinnati, through GCWW has the authority to notify the owner in writing of the requirement to replace the private lead service line.
3.	Exhibit A, attached hereto and incorporated herein by reference, contains a list of properties and their owners who were either served with notices to replace their private Lead Service Line or who waived such notice and who executed agreements with GCWW to replace the private lead service line on the property and for owner to pay its share of costs incurred by GCWW.
4.	Pursuant to the agreements and CMC 401-135, GCWW has completed the lead service line replacement work on the properties listed in <u>Exhibit A</u> and billed the property owner for their share of the replacement costs. The due date on the bills for each of the listed properties has passed.
5.	CMC 401-135 provides, that GCWW shall certify any unpaid amounts to the City Treasurer in an affidavit with the following information as detailed in Exhibit A: the number of tax years over which the amount shall be collected, the amounts to be assessed in each semianual assessment, the date the costs were incurred, the address and parcel number(s) of the property served by the replaced service line and the name of the property owner of record at the time the costs were incurred.
6.	Following approval of the assessments by ordinance, CMC 401-135 authorizes the Clerk of Council to certify the assessments to the Hamilton County Auditor for placement upon the tax list and duplicate for the relevant property.
7.	I hereby certify the amounts and information listed on Exhibit A to the City Treasurer, and request that upon approval of ordinance that the Clerk of Council certify the listed assessments to the Hamilton County Auditor for placement upon the tax list and duplicate.
FU	RTHER, AFFIANT SAITH NAUGHT.  Sesler Moening,
Swo	day of August, 2021.  Note: Public - State of Ohio Daniel J. Schlueter, Attorney At Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date Sec. 147,03 R.C.

{00289926-1}

#### Exhibit A to Affidavit

Parcel #   Address   Assessment   Assessment   Assessment   Years   Amount   2022   2023   2024   2025   2026   2027   2028	2029	2030	
Parcel #         Address         Years         Amount         2022         2023         2024         2025         2026         2027         2028           1         218-0A58-0080-00         106 JUERGENS AVE         5         \$1,673.40         167.34 <th>2029</th> <th>2020</th> <th>1</th>	2029	2020	1
1 218-0A58-0080-00 106 JUERGENS AVE 5 \$1,673.40 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34 167.34	2023		2031
		2030	2031
5 52,050-0015-00 1170 HEIDERICENT			
3 179-0077-0154-00 1243 AMANDA 5 51,727.40 172.74 1			
4 043-0001-0012-00 1254 GRACE AVE 5 \$2,146.80 214.68 214.68 214.68 214.68 214.68 214.68 214.68 214.68 214.68			
5 221-0019-0307-00 1319 VANDALIA AVENUE 5 \$1,500.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00			
6 221-0019-0039-00 1409 BOYD STREET 5 \$1,500.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00 150.00			
7   081-0004-0448-00   1428 REPUBLIC STREET   5   \$1,200.00   120.			
8   081-0004-0035-00   1507 REPUBLIC STREET   5   \$1,200.00   120.			
9   196-0024-0080-00   1522 PULLAN AVENUE			
10   055-0002-0061-00   1539 MERRIMAC STREET   5   \$1,650,00   165.00   165			
11 054-0006-0058-00 1541 RUTH AVE 5 \$1,059.00 105.90 105.90 105.90 105.90 105.90 105.90 105.90 105.90 105.90			
12 193-0003-0173-00 1614 COOPERST 5 \$1,475.40 147.54 147.54 147.54 147.54 147.54 147.54 147.54 147.54 147.54			
13 234-0001-0046-00 1636 LARCH AVE 5 \$1,380.00 138.00 138.00 138.00 138.00 138.00 138.00 138.00 138.00 138.00			
14   056-0002-0016-00   1865 MADISON ROAD   5   \$3,500.00   350.00			
15   053-0004-0001-00   1904   POGUE AVENUE   5   \$1,875.00   187.50   187.			
16   054-0002-0080-00   1933 FAIRFAX AVE   5   \$1,086.00   108.60			
17 245-0006-0045-00 22 WOODSDALE AVE 5 \$1,893.00 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30 189.30			
18   088-0007-0004-00   220 DORCHESTER AVE   5   \$1,494.00   149.4			
19 165-0001-0024-00 221 TWAIN AVE 5 \$728.40 72.84 72.84 72.84 72.84 72.84 72.84 72.84 72.84 72.84 72.84 72.84			
20 100-0001-0330-00 2321 FLORA STREET 5 \$1,200.00 120.00 1			
21 100-0001-0316-00 2346 FLORA STREET 5 \$1,200.00 120.00 1			
22 211-0069-0008-00 3036 LISCHER AVE 5 \$1,869.00 186.90 186.90 186.90 186.90 186.90 186.90 186.90 186.90 186.90			
23   189-0023-0064-00   3064 SIDNEY AVE   5   \$1,433.40   143.34			
24 189-0023-0032-00 3072 HENSHAW AV 5 \$1,927.80 192.78 192.78 192.78 192.78 192.78 192.78 192.78 192.78 192.78			
25   054-0001-0076-00   3111 FAIRFIELD AVE   5   \$2,444.00   244.40   244.40   244.40   244.40   244.40   244.40   244.40   244.40   244.40   244.40   248.4			
26 211-0070-0100-00 3145 DAYTONA AVE 5 51,868.40 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84 186.84			
27 125-0001-0043-00 3243 ORION AVE 5 \$1,893.60 189.36 189.36 189.36 189.36 189.36 189.36 189.36 189.36 189.36 189.36			
28   023-0003-0141-00   3300 ROYAL PL 5   51,073.40   107.34   107			
29   054-0005-0030-00   3311   HACKBERRY STREET aka 3309   Hackberry   5   \$2,500.00   250.00			
30   046-0008-0062-00   3319 EASTSIDE AVE 5   \$2,083.80   208.38			
31   046-0008-0075-00   3320 EASTSIDE AVE 5   52,038.80   203.88			
32 100-0001-0291-00 345 ADA STREET 5 \$1,200.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00 120.00			
33   038-0A03-0118-00   3516 ERIE AVENUE aka 3514 Erie 5   51,500.00   150.00   150.00   150.00   150.00   150.00   150.00   150.00   150.00   150.00   150.00			
34 093-0001-0022-00 36 E HOLLISTER ST aka 38 E. Hollister 5 \$1,077.00 107.70 107.70 107.70 107.70 107.70 107.70 107.70 107.70 107.70 107.70 107.70			
55 O42-0A01-0071-00 3692 KENDALLAVE 5 51,872.00 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20 187.20			
36 027-0002-0093-00 3723 SACHEMAVE 5 \$1,910.40 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04 191.04			
37 109-0003-0012-00 3910 WINDING WY 5 \$2,106.60 210.66 210			
38 115-0007-0043-00 3972 ROSE HILL AVENUE 5 \$900.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00			
39 115-0007-0031-00 3987 ROSE HILL AVENUE 5 \$900.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00			
40 111-0002-0014-00 4088 ROSE HILL AVENUE 5 \$900.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00 90.00			
41 221-0019-0163-00 4150 CHAMBERS STREET 5 51,300.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00 130.00			
42 196-0026-0046-00 4225 TURRILLST 5 \$1,667.40 166.74 166.74 166.74 166.74 166.74 166.74 166.74 166.74 166.74			
43 221-0020-0077-00 4233 CHAMBERS STREET 5 51,500.00 150.0			
44 221-0020-0075-00 4237 CHAMBERS ST 5 5941.40 94.14 9			
45 196-0024-0060-00 4312 BEECH HILL AVENUE 5 \$1,500.00 150			
46 098-0006-0014-00 438 ADA STREET 5 \$1,200.00 120.			
47 178-0028-0091-00 536 MT HOPE 5 \$1,651.80 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18 165.18			
48 234-0002-0036-00 5730 LANTANA AVENUE 5 \$1,000.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00 100.00			

49	006-0001-0010-00	5912 KELLOGG AVE	5	\$2,470.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00	247.00										
50	229-0002-0002-00	6116 BELLEAIR PI	5	\$1,704.60	170.46	170.46	170.46	170.46	170.46	170.46	170.46	170.46	170.46	170.46										
51	098-0006-0074-00	616 CLEMMER AVE	5	\$1,013.40	101.34	101.34	101.34	101.34	101.34	101.34	101.34	101.34	101.34	101.34										
52	247-0001-0074-00	6300 HAMILTON AVENUE	5	\$1,200.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00										
53	115-0005-0134-00	749 AVON FIELDS LN	5	\$1,157.40	115.74	115.74	115.74	115.74	115.74	115.74	115.74	115.74	115.74	115.74										
54	132-0002-0057-00	819 DAYTON ST	5	\$1,728.00	172.80	172.80	172.80	172.80	172.80	172.80	172.80	172.80	172.80	172.80										
55	189-0019-0018-00	1037 STRAIGHT ST	10	\$1,639.20	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96
56	094-0008-0182-00	105 W ELDER STREET	10	\$2,500.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
57	081-0002-0016-00	108 W FOURTEENTH STREET	10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
58	174-0006-0037-00	1105 SETON AVE	10	\$1,978.20	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91
59	072-0001-0074-00	1127 BELVEDERE ST	10	\$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
60	180-0080-0177-00	1143 OVERLOOK AVE	10	\$2,090.40	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52	104.52
61	081-0002-0467-00	120 W FOURTEENTH STREET	10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60,00	60,00
62	174-0005-0020-00	1237 MANSS AVE	10	\$1,927.20	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36	96.36
63	217-0052-0068-00	124 GLENMARY AVE	10	\$1,777.80	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89	88.89
64	094-0008-0017-00	125 GREEN ST	10	\$1,738.80	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94	86.94
65	044-0005-0015-00	1250 DELTA AVE	10	\$845.80	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42.34	42,34	42.34	42.34	42.34
66	179-0074-0326-00	1250 FIRST AVE	10	\$1,195.20	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76	59.76
67	116-0002-0021-00	1265 PADDOCK HILLS AVE	10	\$1,418.40	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92	70.92
68	046-0009-0008-00	1273 MICHIGAN AVE	10	\$1,437.00	71.85	71.85	71.85	71.85	. 71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85	71.85
69	174-0004-0083-00	1274 ROSS AVENUE	16	\$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
70	179-0074-0007-00	1275 DEWEY AVE	10	\$1,740.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	87.00	_87.00	87.00	87.00	87.00	87.00	87.00
71	174-0004-0110-00	1276 ROSS AVE	10	\$1,854.60	92:73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92.73	92,73	92.73	92.73	92.73
72	046-0009-0007-00	1283 MICHIGAN AVE	10	\$1,852.80	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64	92.64
73	115-0005-0139-00	13 AVON FIELDS PLACE	10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
74	221-0019-0113-00	1309 BOYD AVE	10	\$1,313.40	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67	65.67
75	221-0019-0136-00	1316 BOYD STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
76	221-0020-0165-00	1318 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
77	172-0016-0078-00	1318 NEFF AVENUE aka 1317 Bowman	10	\$2,100.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00
78	221-0020-0164-00	1320 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
79	221-0020-0211-90	1322 CHASE AVE	10	\$1,011.00	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55	50.55
80	221-0020-0162-00	1324 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
81	221-0019-0158-00	1326 KNOWLTON ST	10	\$1,892.40	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62	94.62
82	043-0005-0060-00	1334 HERSCHEL AVE	10	\$893.40	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44,67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67	44.67
83	063-0002-0087-00	1375 MCMILLAN STREET	10	\$5,000.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250,00	250.00	250.00
84	221-0020-0148-00	1400 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00
85	221-0020-0151-00	1406 APJONES STREET	10	\$1,175.40	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77	58.77
86	081-0002-0373-00	1406 ELM ST	10	\$1,433.40	71.67	71.67	71.67	71.67	71.67	71.57	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67	71.67
87	221-0020-0152-00	1408 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
88	221-0020-0070-00	1409 AP JONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
89	221-0019-0040-00	1411 BOYD STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
90	235-0001-0018-00	1415 AMBROSE AVENUE	10	\$1,320.00	. 66.00	.66.00	66.00	66.00	66.00	66.00	66.00	66.00	66,00	66.00	66.00	65.00	66,00	66.00	66.00	66,00	66.00	56.00	66.00	66.00
91	221-0019-0299-00	1415 BOYD STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
92	221-0019-0042-00	1417 BOYD STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
93	221-0020-0156-00	1418 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
94	081-0004-0111-00	1418 REPUBLIC STREET	10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00
95	221-0020-0157-00	1420 APIONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
96	081-0004-0096-00	1421 REPUBLIC STREET	10	\$1,200.00	. 60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
97	221-0020-0158-00	1422 APJONES ST	10	\$2,089.20	104.46	104.45	104.46	104.46	104.45	104.45	104.45	104.46	104.46	104.46	104.45	104.46	104.46	104,46	104.46	104.46	104.46	104.46	104.45	104.46
98	234-0004-0065-00	1422 HILL CREST RD	10	\$1,050.00	52.50	52.50	52.50	52.50	52.50	. 52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50	52.50
99	221-0020-0065-00	1423 APJONES STREET	10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00

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100		1423 REPUBLIC STREET
101	221-0020-0159-00	1424 APJONES STREET
102	221-0020-0184-00	1426 PULLAN AVENUE
103	233-0003-0124-00	1431 ELKTON PLACE
104	117-0005-0005-00	1431 FRANKLIN AVE
105	221-0020-0123-00	1434 APJONES STREET
106	055-0002-0068-00	1506 MERRIMAC STREET
107	247-0002-0029-00	1518 REID AVENUE
108	081-0002-0311-00	1519 PLEASANT STREET
109	081-0004-0047-00	1522 REPUBLIC STREET
110	247-0001-0085-00	1523 REID AVENUE
111	081-0002-0166-00	1529 ELM ST
112	054-0006-0115-00	1533 BLAIR AVE
113	247-0001-0120-00	1538 REID AVENUE
114	055-0002-0082-00	1540 MERRIMAC STREET
115	199-0040-0046-00	1542 GLEN PARKER AVENUE
116	197-0037-0018-00	1542 PULLAN AVENUE
117	196-0023-0052-00	1543 PULLAN AVENUE
118	233-0003-0146-00	1544 AMBROSE AVENUE
119	055-0002-0085-00	1544 MERRIMAC ST
120	196-0023-0051-00	1545 PULLAN AVENUE
121	197-0037-0017-00	1548 PULLAN AVENUE
122	247-0001-0096-00	1549 REID AVENUE
123	196-0023-0239-00	1559 PULLAN AVENUE
124	233-0003-0016-00	1563 AMBROSE AVENUE
125	200-0047-0115-00	1569 SPRINGLAWN AVE
126	204-0014-0063-00	1603 ROSS AVENUE
127	055-0004-0160-00	1607 NEILSON PL AKA NELSON PL
128	181-0001-0059-00	1612 FIRST AVE
129	197-0036-0024-00	1619 N ARGYLE AVENUE
130	094-0008-0044-00	1622 PLEASANT STREET
230		
	197-0036-0011-00	1626 N ARGYLE AVENUE
131	1	1626 N ARGYLE AVENUE 1627 CLAREWOOD AVE
131 132	1	1
131 132 133	058-0005-0054-00	1627 CLAREWOOD AVE
131 132 133 134	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE
131 132 133 134 135	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE
131 132 133 134 135 136	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE
131 132 133 134 135 136	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD
131 132 133 134 135 136 137	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE
131 132 133 134 135 136 137 138 139	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 054-0005-0148-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE
131 132 133 134 135 136 137 138 139	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 054-0005-0148-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1707 FREEMAN AVE
131 132 133 134 135 136 137 138 139 140	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 055-0004-0120-00 196-0027-0128-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1707 FREEMAN AVE 1711 HEWITT AVENUE
131 132 133 134 135 136 137 138 139 140 141	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 054-0005-0148-00 055-0004-0120-00 196-0027-0128-00 055-0004-0123-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1707 FREEMAN AVE 1711 HEWITT AVENUE 1711 KINNEY AVENUE
131 132 133 134 135 136 137 138 139 140 141 142	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 054-0005-0148-00 055-0004-0120-00 196-0027-0128-00 055-0004-0123-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1707 FREEMAN AVE 1711 HEWITT AVENUE 1711 KINNEY AVENUE 1720 CHASE AVE
131 132 133 134 135 136 137 138 139 140 141 142 143	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 055-0004-0120-00 196-0027-0128-00 055-0004-0123-00 054-0005-0105-00 196-0027-0042-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1707 FREEMAN AVE 1711 HEWITT AVENUE 1711 KINNEY AVENUE 1720 CHASE AVE 1723 KINNEY AVENUE
131 132 133 134 135 136 137 138 139 140 141 142 143 144	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 055-0004-0120-00 196-0027-0128-00 055-0004-0123-00 054-0005-0105-00 196-0027-0042-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1707 FREEMAN AVE 1711 HEWITT AVENUE 1711 KINNEY AVENUE 1720 CHASE AVE 1723 KINNEY AVENUE 1726 HEWITT AVENUE
131 132 133 134 135 136 137 138 139 140 141 142 143 144 145	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 055-0004-0123-00 055-0004-0123-00 055-0004-0123-00 196-0027-0042-00 196-0027-0042-00 195-0028-0297-00 094-0008-0328-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1710 FREEMAN AVE 1711 HEWITT AVENUE 1712 CHASE AVE 1723 KINNEY AVENUE 1726 HEWITT AVENUE 1726 HEWITT AVENUE 1728 CHASE AVE
131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146	058-0005-0054-00 054-0005-0027-00 094-0007-0185-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 055-0004-0120-00 055-0004-0123-00 055-0004-0123-00 054-0005-0105-00 196-0027-0042-00 195-0028-0297-00 094-0008-0328-00 054-0001-0024-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1710 FREEMAN AVE 1711 HEWITT AVENUE 1712 CHASE AVE 1723 KINNEY AVENUE 1726 HEWITT AVENUE 1726 HEWITT AVENUE 1728 CHASE AVE 1728 CHASE AVE 1728 CHASE AVE
131 132 133 134 135 136 137 138 140 141 142 143 144 145 146 147	058-0005-0054-00 054-0005-0027-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 054-0005-0148-00 055-0004-0120-00 055-0004-0120-00 055-0004-0120-00 196-0027-0128-00 196-0027-0042-00 195-0028-0297-00 054-0001-0024-00 054-0001-0024-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1717 FREEMAN AVE 1711 HEWITT AVENUE 1718 KINNEY AVENUE 1720 CHASE AVE 1723 KINNEY AVENUE 1726 HEWITT AVENUE 1728 CHASE AVE 1728 CHASE AVE 1728 CHASE AVE 1754 HANFIELD STREET 18 W. ELDER ST
131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147	058-0005-0054-00 054-0005-0027-00 196-0026-0162-00 233-0001-0023-00 086-0001-0264-00 184-0004-0078-00 054-0005-0148-00 055-0004-0120-00 055-0004-0123-00 055-0004-0123-00 055-0004-0123-00 054-0005-0156-00 196-0027-0042-00 195-0028-0297-00 054-0001-0024-00 054-0001-0024-00 054-0001-0004-00	1627 CLAREWOOD AVE 1628 HEWITT AVENUE 163 E MCMICKEN AVE 1645 WESTMORELAND AVE 1647 NORTH BEND RD 1706 HIGHLAND AVE 1717 FREEMAN AVE 1711 HEWITT AVENUE 1711 KINNEY AVENUE 1720 CHASE AVE 1723 KINNEY AVENUE 1726 HEWITT AVENUE 1726 HEWITT AVENUE 1728 CHASE AVE 1765 HANFIELD STREET 18 W. ELDER ST 1810 FAIRFAX AVENUE

10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
10	\$1,857.60	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88	92.88
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,787.40	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37	89.37
10	\$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
10	\$1,200.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$4,500.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,320.00	65.00	66.00	66.00	66.00	65.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
10	\$1,191.00	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55	59.55
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
10	\$1,936.20	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81	96.81
10	\$1,893.00	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65	94.65
10	\$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
10	\$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
10	\$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,425.00	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25	71.25
10	\$2,220.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00
10	\$1,620.00	81:00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00	81.00
10	\$1,396.20	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81	69.81
10	\$1,875.00	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75	93.75
10	\$1,613.40	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67
10	\$1,938.60	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96,93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96.93	96,93
10	\$1,274.40	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72	63.72
10	\$959.40	47.97	47.97.	47.97	47.97	47,97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97	47.97
10	\$1,372.20	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68,61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61	68.61
10	\$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
10	\$1,978.80	98.94	98.94	98.94	98.94	98,94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94
10	\$870.00	43,50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50	43.50
10	\$1,500.00	.75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,020.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00	51.00
10	\$2,500.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00	125.00
10	\$2,220.00		111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45,00	45.00
10	\$1,644.00	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20	82.20
101	22,000	02:20	02.20	. 02.20	02.20	- U.L.EU		OLILO		, 02.20		02.20		- ULILU	05.20	- UL.LU	02.20			OLILO	02.20

151	184-0003-0096-00	1822 FREEMAN AVENUE
152	056-0003-0014-00	1841 KEYS CRESCENT LA
153	054-0001-0036-00	1848 FAIRFAX AVENUE
154	087-0004-0059-00	1869 WALKER ST
155	205-0021-0001-00	1875 WESTWOOD AVE
156	132-0003-0315-00	1919 CENTRAL AVE
157	056-0004-0004-00	1949 MADISON RD
158	056-0004-0008-00	1961 MADISON RD
159	206-0007-0030-00	1963 HARRISON AVE
160	054-0002-0061-00	1984 FAIRFAX AVENUE
161	206-0001-0100-00	2032 YOAST BLVD
162	053-0003-0024-00	2116 POGUE AVENUE
163	095-0005-0036-00	2120 VAN LEAR ST
164	171-0010-0015-00	2137 SELIM
165	094-0004-0115-00	2152 RICE ST
166	100-0002-0254-00	216 ATKINSON ST
167	096-0002-0281-00	2173 SOKN ST
168	100-0002-0295-00	219 ATKINSON ST
169	069-0001-0220-00	2222 KENTON ST
170	096-0002-0077-00	2224 FLORA STREET
171	096-0002-0047-00	2225 FLORA STREET
172	096-0002-0046-00	2227 FLORA STREET
173	096-0002-0075-00	2228 FLORA STREET
174	096-0002-0074-00	2230 FLORA STREET
175	096-0002-0072-00	2234 FLORA STREET
176	069-0002-0087-00	2236 ST JAMES AVE
177	096-0002-0070-00	2238 FLORA STREET
178	096-0002-0067-00	2244 FLORA STREET
179	096-0002-0031-00	2245 FLORA STREET
180	096-0002-0065-00	2248 FLORA STREET
181	096-0002-0323-00	2249 FLORA STREET
182	100-0001-0041-00	2308 FLORA STREET
183	097-0002-0105-00	2309 RAVINE STREET
184	097-0002-0157-00	2311 RAVINE STREET
185	100-0002-0134-00	2311 WHEELER ST
186	100-0001-0037-00	2316 FLORA STREET
187	100-0001-0335-00	2317 FLORA STREET
188	100-0001-0036-00	2318 FLORA STREET
189	097-0002-0162-00	2319 MURIEL COURT
190	100-0001-0347-00	2320 RAVINE STREET
191	100-0001-0034-00	2322 FLORA STREET
192	097-0002-0182-00	2324 MURIEL COURT
193	097-0002-0170-00	2327 MURIEL COURT
194	100-0001-0324-00	2328 FLORA STREET
195	100-0001-0296-00	2331 FLORA STREET
196	097-0002-0174-00	2331 MURIEL COURT
197	100-0001-0217-00	2331 CHICKASAW ST
198	100-0001-0169-00	2332 STRATFORD AVE
199	097-0002-0179-00	2335 MURIEL COURT
200	100-0001-0319-00	2340 FLORA STREET
201	100-0001-0318-00	2342 FLORA STREET
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10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
10	\$1,800.00	90.00	90.00	90.00	90.00	90,00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
10	\$1,554.00	77.70	77.70	77,70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70	77.70
10	\$1,493.40	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67
10	\$1,155.60	57.78	57.78	57.78	57.78	57,78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78	57.78
10	\$2,880.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00	144.00
10	\$1,944.00	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20	97.20
10	\$1,170.00	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50
10	\$2,100.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00
10	\$851.40	42.57	, 42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57	42.57
10	\$1,469.40	73,47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73.47	73,47	73.47	73.47	73.47	73.47	73.47	73.47	73.47
10	\$1,058.40	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	. 52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92	52.92
10	\$1,812.60	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63	90.63
10	\$1,118.40	55.92	55.92	55.92	55.92	55,92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92	55.92
10	\$1,950.00	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97,50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50	97.50
10	\$2,038.80	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94	101.94
10	\$1,560.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00	78.00
10	\$1,670.40	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52	83.52
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60,00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,933.80	96.69	96.69	96.69	96.69	96.69	96.69	96,69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69	96.69
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60:00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	3 60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	. 60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	. 60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00
10	\$1,553.40	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67	77.67
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	50.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,125.00	56.25	56.25	56.25	56.25	56,25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25	56.25
10	\$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00

202 100-0001-0270-00	2346 RAVINE STREET
203 100-0001-0314-00	2352 FLORA STREET
204 100-0001-0279-00	2355 FLORA STREET
205 100-0001-0311-00	2356 FLORA STREET
206 100-0001-0278-00	2357 FLORA STREET
207 100-0001-0310-00	2358 FLORA STREET
208 100-0001-0307-00	2364 FLORA STREET
209 100-0001-0304-00	2370 FLORA STREET
210 100-0001-0261-00	2371 FLORA STREET
211 100-0001-0260-00	2373 FLORA STREET
212 100-0001-0259-00	2375 FLORA STREET
213 100-0001-0258-00	2377 FLORA STREET
214 100-0001-0244-00	2382 RAVINE STREET
215 042-0006-0038-00	2422 VISTA TE
216 217-0054-0027-00	243 GREENDALE AVE
217 089-0003-0005-00	2478 PARIS ST
218 175-0014-0032-00	2487 WARSAW AVE
219 217-0054-0011-00	250 GREENDALE AVE
220 047-0001-0043-00	2514 RITCHIE AVE
221 213-0001-0006-00	2523 ORLAND AVE
222 213-0001-0005-00	2525 ORLAND
223 062-0002-0038-00	2554 INGLESIDE AVE
224 213-0001-0089-00	2580 ORLAND AVE
225 213-0001-0088-00	2584 ORLAND AVE
226 096-0002-0301-00	259 EMMING ST
227 089-0003-0186-00	260 MCCORMICK PL
228 070-0002-0092-00	2623 STANTON AVE
229 013-0002-0012-00	265 ROBB ST
230 121-0001-0037-00	2724 SILVERLEAF AVENUE
231 121-0001-0039-00	2728 SILVERLEAF AVENUE
232 056-0002-0014-00	2777 BAKER PL
233 121-0001-0149-00	2914 DOUGLAS TE
234 044-0002-0006-00	2918 VAN DYKE DR
235 210-0075-0134-00	2930 MONTCLAIR AVE
236 055-0006-0061-00	2935 CLEINVIEW AVENUE
237 055-0006-0061-00	2937 CLEINVIEW AVENUE
238 055-0006-0166-00	2944 CLEINVIEW AVENUE
239 055-0006-0064-00	2945 CLEINVIEW AVENUE
240 043-0003-0104-00	3005 SPRINGER AVE
241 055-0006-0116-00	3009 CLEINVIEW AVENUE
242 055-0005-0012-00	3015 FAIRFIELD AVENUE
243 216-0043-0050-00	302 ROCKDALE AVE
244 060-0006-0025-00	3020 GILBERT AVE
245 055-0006-0112-00	3028 HACKBERRY STREET
246 055-0006-0101-00	3035 HACKBERRY STREET
247 211-0069-0006-00	3048 LISCHER PL
248 210-0073-0089-00	3049 DAYTONA AVE
249 043-0002-0072-00	3055 SPRINGER AVE
250 055-0004-0139-00	3061 CLEINVIEW AVENUE
251 096-0002-0288-00	308 KLOTTER AV
252 039-0003-0133-00	3106 CELERON
2021003.0000.0233-00	1

																-					
10	\$1,200.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	- 60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	. 60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	50.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60,00	. 60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	50.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,091.40	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57	54.57
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,613.40	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67	80.67
10	\$3,142.00	157,10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10	157.10
10	\$1,965.00	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25	98.25
10	\$1,870.80	93.54	93.54	93.54	93,54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54	93.54
10	\$1,311.00	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55	65.55
10	\$1,674.60	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73	83.73
10	\$1,704.60	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23	85.23
10	\$1,649.40	82.47	82.47	82,47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47	82.47
10	\$1,317.00	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85	65.85
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,654.20	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82,71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71
10	\$1,397.40	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87	69.87
10	\$1,374.00	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70	68.70
10	\$1,097.40	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87	54.87
10	\$1,992.60	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63	99.63
10	\$2,000.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
10	\$2,544.00	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20	127.20
10	\$1,816.80	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84	90.84
10	\$2,293.00	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65	114.65
10	\$1,651.80	82.59	82.59	82,59	82.59	82.59	82.59	82.59	82.59	. 82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59
10	\$1,651.80	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59	82.59
10	\$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
10	\$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90,00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
10	\$971.40	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57	48.57
10	\$787.80	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39	39.39
10	\$3,000.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00
10	\$1,772.40	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62
10	\$1,592.40	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62	79.62
10	\$1,119.00	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95	55.95
10	\$942.60	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47,13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13	47.13
10	\$2,089.20	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46	104.46
10	\$1,959.00	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95
10	\$1,793.40	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67	89.67
10	\$1,800.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00	90.00
10	\$1,032.00	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60	51.60
10	\$941.40	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07	47.07

253 055-0002-0092-00	3115 HARVARD AVENUE
254 055-0001-0085-00	3118 HARVARD AVENUE
255 055-0001-0099-00	3122 HARVARD AVENUE
256 123-0001-0006-00	3136 GLOSS AVE
257 055-0003-0028-00	3141 DURELL AVE
258 055-0003-0041-00	3143 DURRELL AVE
259 122-0003-0041-00	3157 TROY AVE
260 054-0002-0118-00	3222 WOLD AVENUE
261 054-0003-0016-00	3236 WOLD AVENUE
262 211-0068-0024-00	3243 BOUDINOT AVE
263 089-0002-0032-00	325 MCGREGOR AVE
264 212-0066-0057-00	3264 BROADWELL AVE
265 039-0001-0081-00	3268 OBSERVATORY AVE
266 060-0002-0089-00	3275 GAFF AVE
267 054-0004-0049-00	3306 FAIRFIELD AVENUE
268 054-0005-0091-00	3326 HACKBERRY STREET
269 054-0003-0178-00	3329 BEVIS AVE
270 053-0003-0081-00	3355 HEWITT CRESCENT
271 030-0003-0188-00	3414 GOLDEN
272 100-0001-0292-00	343 ADA STREET
273 211-0071-0107-00	3452 CRAIG AVE
274 100-0001-0354-00	347 CASSATT STREET
275 100-0001-0272-00	350 ADA STREET
276 042-0006-0039-00	3500 VISTA TR
277 041-0002-0022-00	3519 SHAW AV
278 129-0002-0063-00	3519 ZINSLE AVE
279 038-0A03-0120-00	3522 ERIE AVENUE
280 038-0A03-0459-00	3523 PAPE AVE
281 157-0060-0021-00	3528 AKRON AVE
282 042-0005-0064-00	3533 HOLLY AVE
283 059-0006-0019-00	3607 NEWTON AVE
284 057-0003-0004-00	3634 BEVIS AVE
285 038-0A03-0189-00	3641 BELLECREST AVE
286 040-0005-0006-00	3645 COLUMBUS AVE
287 039-0001-0296-00	3651 MARBURG AVE
288 039-0006-0039-00	3653 PAXTON AVE
289 027-0003-0037-00	3714 MORRIS PL
290 027-0002-0014-00	3716 STEVENS PL
291 038-0A03-0326-00	3798 AULT PARK AVE
292 040-0001-0062-00	3804 DRAKE AV
293 038-0A03-0417-00	3817 AULT PARK
294 027-0003-0158-00	3817 EASTERN AVE
295 050-0008-0029-00	3840 COUNTRY CLUB PL
296 039-0002-0101-00	3856 MARBURG AVE
297 194-0011-0209-00	3910 CHERRY ST
298 115-QA03-0011-00	3915 LEYMAN DRIVE
299 115-0007-0025-00	3953 ROSE HILL AVENUE
300 115-0003-0130-00	3959 WARWICK AVE
301 115-0001-0043-00	3977 PARKER PL
302 115-0003-0020-00	3991 LOWRY AV
303 115-0007-0030-00	3993 ROSE HILL AVE
202/222-0007-0030-00	lassa mare interest

10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,373.40	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67	68.67
10	\$1,764.00	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20
10	\$1,157.40	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87	57.87
10	\$1,959.00	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95
10	\$1,878.00	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90	93.90
10	\$2,220.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00	111.00
10	\$1,121.40	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07	56.07
10	\$2,100.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00	105.00
10	\$1,868.40	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42	93.42
10	\$2,168.40	108.42	108.42	108,42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42	108.42
10	\$3,253.00	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65	162.65
10	\$1,585.20	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26	79.26
10	\$1,775.40	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77	88.77
10	\$1,844.40	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22	92.22
10	\$885.00	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25	44.25
10	\$1,644.60	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23	82.23
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,772.40	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62	88.62
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,782.00	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10	89.10
10	\$1,835.40	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77	91.77
10	\$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$2,299.00	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95	114.95
10	\$1,880.40	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02	94.02
10	\$1,959.00	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95	97.95
10	\$2,065.80	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29	103.29
10	\$1,146.00	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30	57.30
10	\$1,103.40	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17	55.17
10	\$1,903.80	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19	95.19
10	\$1,930.80	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54	96.54
10	\$1,133.40	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67	56.67
10	\$1,064.40	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22	53.22
10	\$2,310.00	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	115.50	.115.50	115.50	115.50	115.50
10	\$1,764.00	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20	88.20
10	\$1,673.40	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67
10	\$1,946.40	97.32	97.32	97.32	97.32	97,32	97.32	97.32	97.32	97,32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32	97.32
10	\$1,798.80	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94	89.94
10	\$1,913.40	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95.67	95,67	95.67	95.67	95.67
10	\$1,196.40	59.82	59.82	59.82	59.82	59,82	59,82	59.82	59.82	59.82	59.82	59.82	59.82	59,82	59.82	59.82	59.82	59.82	59.82	59.82	59.82
10	\$1,853.40	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67	92.67
10	\$2,350.00	117.50	117,50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50	117.50
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$2,064.00	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20	103.20
10	\$200.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10,00	10,00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00
10	\$1,662.00	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10	83.10
10	\$1,109.40	55.47	55.47	55.47	55,47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55.47	55,47	55.47	55.47	55.47

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304	098-0006-0033-00	400 ADA STREET
305	115-0007-0029-00	4003 ROSE HILL AVE
306	115-0007-0026-00	4021 ROSE HILL AVENUE
307		4082 ROSE HILL AVENUE
308	115-0006-0052-00	4105 ROSE HILL AVENUE
309	096-0003-0144-00	411 W MCMICKEN AVE
310	195-0028-0274-00	4113 KIRBY AVENUE
311	195-0028-0160-00	4114 KIRBY AVENUE
312	195-0028-0159-00	4116 KIRBY AVENUE
313	221-0019-0126-00	4120 CHAMBERS ST
314	195-0028-0245-00	4123 LAKEMAN ST
315	221-0019-0065-00	4125 CHAMBERS STREET
316	221-0019-0143-00	4128 CHAMBERS STREET
317	221-0019-0195-00	4128 FERGUS ST
318	221-0019-0068-00	4131 CHAMBERS STREET
319	195-0028-0290-00	4131 KIRBY AVENUE
320	221-0019-0131-00	4132 CHAMBERS STREET
321	221-0019-0146-00	4133 DANE AVENUE
322	221-0019-0149-00	4139 DANE AVENUE
323	195-0028-0010-00	4142 KIRBY AVENUE
324	221-0019-0164-00	4152 CHAMBERS STREET
325	115-0005-0011-00	4153 ROSE HILL AVENUE
326	098-0006-0024-00	418 ADA STREET
327	098-0006-0023-00	420 ADA STREET
328	049-0003-0093-00	4208 28TH 5T
329	115-0005-0107-00	4212 RED BUD PLACE
330	221-0020-0037-00	4213 MAD ANTHONY ST
331	196-0023-0206-00	4215 FERGUS STREET
332	098-0006-0022-00	422 ADA STREET
333	196-0023-0125-00	4220 LANGLAND ST
334	115-0005-0065-00	4220 ROSE HILL AVENUE
335	221-0020-0083-00	4221 CHAMBERS STREET
336	221-0020-0012-00	4222 FERGUS STREET
337	221-0020-0082-00	4223 CHAMBERS STREET
338	196-0023-0066-00	4226 BROOKSIDE AVENUE
339	221-0020-0080-00	4227 CHAMBERS STREET
340	115-0005-0100-00	4228 RED BUD PLACE
341	221-0020-0058-00	4230 MAD ANTHONY ST
342	221-0019-0106-00	4231 SPRING GROVE AVENUE
343	221-0020-0107-00	4234 CHAMBERS STREET
344	221-0020-0076-00	4235 CHAMBERS STREET
345	221-0020-0074-00	4239 CHAMBERS STREET
346	221-0020-0108-00	4240 CHAMBERS STREET
347	221-0020-0108-00	4242 CHAMBERS STREET
348	196-0023-0057-00	4244 BROOKSIDE AVENUE
349	221-0020-0148-00	4249 CHAMBERS STREET AKA 1400 APJONES ST
350	097-0002-0131-00	425 ADA STREET
	221-0020-0267-00	4251 CHAMBERS STREET AKA 1400 APJONES ST
352	221-0020-0148-00	4253 CHAMBERS STREET AKA 1400 APJONES ST
353	221-0020-0148-00	4255 CHAMBERS STREET AKA 1400 APJONES AVE
354	097-0002-0129-00	429 ADA STREET
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10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	. 60.00	60.00	60.00	60.00
10	\$2,329.00	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45	116.45
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,683.60	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18	84.18
10	\$1,500.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	. 75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,978.20	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91	98.91
10	\$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
10	\$730.80	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	36.54	35.54	36.54	36.54	36.54	36.54	36.54	36.54
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30,00	30.00	30.00	30.00	30.00	30.00	30.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,178.40	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92	58.92
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,277.40	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87	63.87
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	-60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,256.40	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82	62.82
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,500.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00
10	\$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,494.00	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70	74.70
10	\$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
10	\$1,639.20	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96	81.96
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00.	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$4,500.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00	225.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75,00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00

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355	196-0024-0007-00	4313 BEECH HILL AVENUE
356	196-0024-0058-00	4316 BEECH HILL AVENUE
357	098-0006-0017-00	432 ADA STREET
358	196-0024-0014-00	4327 BEECH HILL AVENUE
359	197-0037-0030-00	4329 HAIGHT AVENUE
360	097-0002-0127-00	433 ADA STREET
361	196-0024-0087-00	4332 BEECH HILL AVENUE
362	098-0006-0015-00	436 ADA STREET
363	177-0035-0173-00	440 CONSIDINE AVE
364	097-0002-0121-00	447 ADA STREET
365	036-0005-0067-00	4508 ERIE AVENUE
366	097-0002-0119-00	451 ADA STREET
367	197-0039-0070-00	4510 HAMILTON AVENUE
368	037-0001-0408-00	4513 HOMER AVE
369	219-0053-0023-00	4516 CIRCLE AVE
370	097-0002-0118-00	453 ADA STREET
371	036-0001-0192-00	4545 ERIE AVENUE
372	097-0002-0203-00	464 FAIRVIEW PL
373	167-0003-0007-00	47 THORNTON AVE
374	036-0004-0089-00	4700 WHETSEL AVE
375	036-0004-0253-00	4710 GLENSHADE AVE
376	036-0002-0016-00	4821 EBERSOLE AVE
377	027-0002-0005-00	510 TUSCULUM AVE
378	215-0065-0027-00	514 EVANSWOOD PLACE
379	035-0004-0042-00	5218 KENWOOD RD
380	132-0003-0064-00	523 YORK ST
381	214-0002-0048-00	528 TERRACE AVE
382	107-0008-0105-00	542 BLAIR AV
383	121-0002-0052-00	5574 ATTICA AVE
384	123-0002-0182-00	5639 RIDGE AVE
385	234-0003-0023-00	5646 BELMONT AVE
386	036-0005-0013-00	5753 WHITNEY
387	234-0002-0072-00	5761 LANTANA AVENUE
388	235-0002-0038-00	5770 LANTANA AVENUE
389	214-0006-0047-00	578 HOWELL AV aka 576 Howell
		5786 LANTANA AVENUE
391	127-0001-0029-00	5836 RED BANK ROAD
	126-0002-0113-00	5909 EAST WOODMONT AVE
393	115-0005-0092-00	6 AVON FIELDS PL
394	235-0001-0023-00	6017 LANTANA AVENUE
395	098-0004-0110-00	604 STRAIGHT ST
396	233-0003-0099-00	6118 GLADYS AVENUE
	036-0004-0168-00	6119 NAVARRE PL
	121-0001-0105-00	6127 FAIRWAY DR
	1	614 PROBASCO ST
	124-0004-0034-00	6230 KINCAID RD
401	124-0004-0081-00	6255 ORCHARD LN
402 403		6257 KINCAID RD 6318 GRACELY DR
	153-0002-0055-00	655 STEINER AVE
405	166-0003-0154-00	6642 PARKLAND AVE
	166-0003-0126-00 166-0003-0130-00	6654 GRACELY DR 6668 GRACELY DR
707	1-00-0003-0200-00	lance evaluation

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10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,500.00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75,00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$1,755.00	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87.75	87,75	87.75	87.75	87.75	87.75	87.75	87.75	87.75
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
10	\$3,500.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00
10	\$1,710.00	85.50	85.50	85.50	85.50	85.50	85,50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50
10	\$1,973,40	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67	98.67
10	\$1,200.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60,00
10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
		83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25	83.25		83.25
10	\$1,665.00	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	126.05	83.25 126.05	126.05
10	\$2,521.00 \$1.619.40	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97	80.97
10	\$1,519.40	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87.30	87,30	87.30	87.30	87.30	87.30	87.30	87.30
						92.34	92.34				92.34	92.34		92.34	92.34		92.34	92.34	92.34		92.34
10	\$1,846.80	92.34 278.50	92.34 278.50	92.34 278.50	92.34 278.50	278.50	278.50	92.34 278.50	92.34 278.50	92.34 278.50	278.50	278.50	92.34 278.50	278.50	278.50	92.34 278.50	278.50	278.50	278.50	92.34 278.50	278.50
10	\$5,570.00					_															
10	\$2,184.00	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20	109.20
10	\$2,023.80	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19	101.19
10	\$1,030.80	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	51.54	. 51.54	51.54	51.54
10	\$1,170.00	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50	58.50
10	\$1,689.60	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48	84.48
10	\$1,929.60	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48	96.48
10	\$1,978.80	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94	98.94
10	\$600.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00
10	\$1,661.40	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07	83.07
10	\$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
10	\$1,320.00	66.00	56.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
10	\$1,710.00	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85.50	85,50	85.50	85.50	85.50
10	\$1,320.00	66.00	56.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66,00	66.00	66.00	66.00
10	\$2,810.00	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50	140.50
10	\$1,845.60	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28	92.28
10	\$1,350.00	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67.50	67,50	67.50	67.50
10	\$1,320.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66,00	66.00	66.00	66.00
10	\$867.00	43.35	43.35	43.35	43.35	43.35	43,35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43.35	43,35	43.35	43.35	43.35
10	\$1,320.00	66.00	66.00	66.00	66.00	66.00	66,00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00	66.00
10	\$1,769.40	88.47	88,47	88.47	88.47	88.47	88.47	88.47	88.47	88,47	88.47	88.47	88.47	88.47	88.47	88.47	88.47	88,47	88.47	88.47	88.47
10	\$1,647.00	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35	82.35
10	\$1,680.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00	84.00
10	\$1,872.00	93,60	93,60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93.60	93,60	93.60	93.60	93.60
10 10	\$1,920.00 \$1,912.20	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61	96.00 95.61
10	\$1,319.40	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97	65.97
10	\$1,935.00	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75	96.75
10 10	\$1,696.20 \$1,714.80	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74	84.81 85.74
10	\$1,898.40		94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92	94.92

408	153-0002-0094-00	671 DELHI AVE	10	\$1,815.00	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75	90.75
409	115-0005-0140-00	680 AVON FIELDS LANE	10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
410	099-0002-0072-00	696 RIDDLE RD	10	\$950.40	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52	47.52
411	179-0078-0225-00	706 TRENTON AVE	10	\$1,755.60	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78	87.78
412	115-0004-0056-00	711 E MITCHELL AVE	10	\$1,943.40	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17	97.17
413	167-0007-0014-00	7146 FERNBANK AVE	10	\$1,873.20	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66	93.66
414	178-0025-0096-00	735 GRAND AVE	10	\$1,942.20	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11	97.11
415	167-0002-0039-00	7411 WYNNE PL	10	\$1,733.40	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67	86.67
416	115-0005-0086-00	756 RED BUD AVENUE	10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
417	115-0005-0132-00	760 RED BUD AVENUE	10	\$900.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00
418	242-0002-0016-00	7603 ANTHONY WAYNE AVE	10	\$1,705.20	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26	85.26
419	112-0001-0019-00	765 N FRED SHUTTLESWORTH CR	10	\$1,275.00	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75	63.75
420	176-0019-0122-00	784 WELLS ST	10	\$1,654.20	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71	82.71
421	133-0007-0094-00	806 POPLAR STREET	10	\$1,493.40	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67
422	176-0019-0185-00	820 MCPHERSON AVE	10	\$1,833.00	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65	91.65
423	244-0003-0028-00	8260 WOODBINE AVE	10	\$1,493.40	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67	74.67
424	179-0076-0090-00	828 SUIRE AVE	10	\$1,179.00	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95	58.95
425	133-0007-0081-00	842 POPLAR STREET	10	\$1,673.40	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67	83.67
426	069-0002-0037-00	963 FRANCISCO ST	10	\$1,090.80	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54	54.54
427	072-0001-0218-00	972 HATCH ST	10	\$1,365.00	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25	68.25

Total

\$659,954.20

Number of properties 427



202102643 Date: August 26, 2021

To:

Councilmember Steven Goodin

From:

Andrew W. Garth, City Solicitor

Subject:

Ordinance - Prohibition of Campaign Contributions from Persons

**Finacially Interested in Ctiy Business** 

Transmitted herewith is an ordinance captioned as follows:

MODIFYING Title I, "Council and Corporation Miscellany," by enacting new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and MODIFYING Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

AWG/MSS/(lnk) Attachment 337192

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## An Ordinance No.

**MODIFYING** Title I, "Council and Corporation Miscellany," by enacting new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of the Cincinnati Municipal Code to restore public trust in elected officials by prohibiting the solicitation or acceptance of campaign contributions from persons having a financial interest in City business while it is pending before Council; and MODIFYING Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code to establish penalties for certain violations of Chapter 119.

WHEREAS, recent allegations of corruption against some Members of Council have diminished public trust in elected officials; and

WHEREAS, following allegations of pay-to-play schemes, the Mayor and Council passed Ordinance No. 384-2020, which created an Economic Development Reform Panel ("EDRP") and charged it with making recommendations regarding best practices and ways to improve the development process and better insulate it from political influence and cronyism, to help restore public trust in City elected officials; and

WHEREAS, the EDRP found that "[e]lected officials soliciting for or receiving campaign contributions from a developer while that developer has business on the City Council calendar pose great risk for corruption and undue influence"; and

WHEREAS, the EDRP also found that "allowing elected officials to solicit or receive contributions from developers during the time period that the developer's project is officially before them increases the risk that the developer may be asked or offer to make a campaign contribution in exchange for the elected official taking that official action"; and

WHEREAS, the EDRP concluded that "[m]any economic development projects take months or years working with the City administration, the community, and other external parties to put all of the pieces together," and that the prohibition on campaign contributions should not extend beyond the time developers have business before the Council; and

WHEREAS, the EDRP therefore recommended that the period of prohibition for elected officials accepting campaign contributions extend "from the time a matter involving the developer is transmitted to the Clerk of Council until the matter is disposed of by final action of Council and the Mayor"; and

WHEREAS, the EDRP also expressed concern that the City not create barriers to entry or unintended legal consequences for individuals who are developing their own homes, a single small

project, or small neighborhood projects, especially given the low risk of corruption that such projects pose; and

WHEREAS, making a list of persons and businesses subject to the regulations enacted herein publicly available will promote transparency in campaign finance; and

WHEREAS, prohibiting the acceptance of campaign contributions from such persons and businesses will help ensure that Council decisions regarding development projects and major contracts are not influenced by campaign contributions; and

WHEREAS, Council intends that the requirements of this new Chapter 119 shall take effect only after Council has appropriated funding for this purpose, after the City Administration has established the required enforcement structure, and after the City Manager has promulgated regulations required under this Chapter; now, therefore,

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

Section 1. That new Chapter 119, "Prohibition on the Solicitation or Acceptance of Campaign Contributions from Persons with a Financial Interest in City Business," of Title I, "Council and Corporation Miscellany," of the Cincinnati Municipal Code, is hereby enacted as follows:

Sec. 119-1. - Definitions.

For purposes of this chapter, the words and phrases shall have the meanings ascribed to them in Title 35, Elections, of the Ohio Revised Code, unless another meaning is ascribed to them in this chapter.

Sec. 119-1-A. - Applicant

"Applicant" means a person or entity who requests or applies for city business.

Sec. 119-1-C1. - Campaign.

"Campaign" means the mayor, each member of council, and their agents, including their campaign committees and associated political action committees.

Sec. 119-1-C2. - City Business.

"City business" means requests or applications for the following items requiring approval by council:

- (a) development incentives, including loans and tax incentives, with an estimated potential value of \$100,000 or more per year;
- (b) sales of city property with an estimated fair market value of \$200,000 or more;
- (c) zoning changes;

Sec. 119-1-C3. - City Business List.

"City business list" means the list or data set published online by the administration specifying the names of the financially interested persons from whom campaigns may not accept campaign contributions under this chapter.

Sec. 119-1-F. - Financially Interested Person.

"Financially interested person" means a person who has a financial interest in city business as defined by this section.

- (a) If the applicant for city business is an individual, it means the applicant and the spouse of the applicant.
- (b) If the applicant for city business is an entity, such as a limited liability company, corporation, partnership, trust, or unincorporated association, it means
  - (1) the entity itself;
  - (2) the owners, members, or partners of such entity and their spouses, provided that such owner, member, or partner owns or controls twenty percent or more of the entity; and
  - (3) the directors and principal officers of such entity and their spouses.

Sec. 119-1-S. - Solicit.

"Solicit" means to ask for, request, seek, or try to obtain something of value from another, whether directly or indirectly. For the purposes of this chapter, it does not include mass communications or speeches, so long as such communications or speeches are to fifty or more people.

Sec. 119-3. - Prohibition on Solicitation or Acceptance of Campaign Contributions.

(a) Campaigns are prohibited from accepting a campaign contribution made by a financially interested person during the period prescribed in section 119-3(c). For

- purposes of this section a campaign contribution has not been accepted if it is disposed of in accordance with the requirements of section 119-5.
- (b) Campaigns are prohibited from soliciting a campaign contribution from a financially interested person during the period prescribed in section 119-3(c).
- (c) The prohibition on solicitation or acceptance of a campaign contribution from a financially interested person shall commence on the day any ordinance regarding the city business is filed with the clerk of council and shall continue until final legislative action regarding the ordinance is complete, such as by a final vote or veto.

### Sec. 119-5. - Timing and Manner of Disposal of Prohibited Contributions.

- (a) A campaign shall dispose of a prohibited campaign contribution from a financially interested person within the following time period:
  - (1) If the financially interested person was on the city business list at the time the campaign received the campaign contribution, then the campaign must dispose of the prohibited contribution no later than two calendar weeks from the day on which the contribution was received, excluding the day on which it was received.
  - (2) If the financially interested person was not on the city business list at the time the campaign received the campaign contribution, then the campaign must dispose of the prohibited contribution no later than two calendar weeks, excluding the day on which it was received, from the sooner of:
    - (A) the day the financially interested person is subsequently placed on the city business list; or
    - (B) the day the campaign receives notice from the administration that the contributor is a financially interested person under this chapter.
- (b) To dispose of a prohibited campaign contribution, the campaign shall first attempt to return or refund the contribution to the financially interested person. If the financially interested person does not accept the refund or return or if the contributor does not respond to the campaign, then the campaign shall dispose of the prohibited contribution by donating an amount equal to the contribution to a corporation that is exempt from federal income taxation under subsection 501(a) and described in subsection 501(c) of the Internal Revenue Code. The campaign shall report all campaign contributions required to be disposed of under this section in its next campaign finance report that is required by Article XIII, Section 2.a of the Charter.

Sec. 119-7. - Reporting of Financially Interested Persons.

- (a) Upon application for city business, an applicant must furnish accurate, truthful, and complete information to the city administration, in a form required by the city administration, identifying the financially interested persons associated with the application or request for city business. Applicants shall promptly update such information if it changes during the period prescribed by section 119-3(c).
- (b) The city administration shall make available to the public a list of financially interested persons through publication of the city business list on the city's website, to be updated at least weekly in accordance with section 119-3(c).
- (c) The city manager is authorized to establish procedures, rules, and regulations to implement the requirements of this section.

Sec. 119-9. - Enforcement.

- (a) The Cincinnati elections commission is authorized to impose civil fines for violations of Section 119-3(a) upon prior notice to the campaign and an opportunity to be heard. The commission shall refer such civil fines to the appropriate city agency for collection.
- (b) The city administration shall notify the city solicitor of any whistleblower or other complaint received that alleges that a campaign has solicited a contribution from a financially interested person in violation of this chapter. The solicitor or the solicitor's designee shall investigate each allegation of wrongful solicitation and shall file a communication with the clerk of council setting forth the findings of the investigation.

Sec. 119-11. – Start of Implementation; Appropriations.

The requirements and prohibitions of this Chapter shall not take effect until Council appropriates funding for the purpose of establishing the administrative staffing and enforcement needs imposed by this Chapter. After such appropriation, and upon setting up the administrative processes necessary to implement this Chapter, the City Manager is authorized to establish the starting date for enforcement of the prohibitions established in this Chapter, which date shall be no sooner than 30 days after the city manager promulgates the procedures and rules required under section 119-7(c). A copy of the procedures and rules shall be provided to Council upon promulgation and, again, at such time as the rules may be amended.

Sec. 119-99. - Penalties.

(a) Violation of section 119-3(a) or 119-7(a) is a Class C-1 civil offense.

Section 2. That Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby amended as follows:

Sec. 1501-8. - Class C1 Civil Offenses.

A person who violates a standard of conduct set forth in a provision of the Cincinnati Municipal Code listed below is liable for the civil fine specified in Section 1501-99 for a Class C1 Civil Offense. If the provision is listed under paragraph (a) below, the otherwise applicable civil fine is reduced by 50% if the person charged shows in accordance with Section 1501-15 that the violation has been corrected. Except that, for occupied property that is in violation of Section 731-3(a), the otherwise applicable civil fine is reduced by 100% if the owner charged shows in accordance with Section 1501-15 that the violation has been corrected and that the owner has not previously received notice of a violation under Section 731-3 at the occupied property. If the provision is listed under paragraphs (a), (b), or (c) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within one year, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (d) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation. If the provision is listed under paragraph (e) below, the otherwise applicable civil fine is reduced by 100% if the person charged shows in accordance with Section 1501-15 and the rules and regulations of the board of health that the violation has been corrected and that the owner has not previously received notice of a violation under Section 609-9. If the provision is listed under paragraph (e) below, and if a person has previously been found to have violated the same provision of the Cincinnati Municipal Code within two years, that person may be charged as a second offender and on being found to have committed a second or subsequent offense is liable for the civil fine for the subsequent offense provided below, the amount of which fine is specified in Section 1501-99 and is not subject to reduction for correction of the violation.

(a) Class C1 Civil Offenses With Civil Fines Subject to 50% Reduction for Correction of Violation:

			Civil Fine for Subsequent Offense
(1)	§ 714-11	Duty to Keep Sidewalks Free of Litter	Class D
(2)	§ 714-35	Litter on Occupied or Unoccupied Private Property	Class C1

(3)	§ 714-37	Owner or Person in Control to Maintain	Class C1
	_	Premises Free of Litter	
(4)	§ 714-39	Litter on Vacant Lots	Class C1
(5)	§ 731-3	Height Restrictions on Unoccupied Private	Class C1
		Property (grass and weed control)	
(6)	Chapter 313	Outdoor Advertising Sign Excise Tax	Class C1
(7)	Chapter 315	Short Term Rental Excise Tax	Class C1

(b) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 731-3	Height Restrictions on Occupied Private Property (grass and weed control; reduction for first-time offenders only)	Class C1

(c) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation and a One-Year Period for a Subsequent Offense:

			Civil Fine for
			Subsequent Offense
(1)	§ 714-15	Truck and Vehicle Loads Causing Litter or	Class D
		Scattering Debris	
<u>(2)</u>	§ 119-3(a)	Acceptance or Retention of a Contribution	Class C-1
1		from a Financially Interested Person with	
		City Business	
(3)	§ 119-7(a)	Failure to Report Financially Interested	Class C-1
		Persons	

(d) Class C1 Civil Offenses With Civil Fines Not Subject to 50% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

	1		Civil Fine for
			Subsequent Offense
(1)	§ 609-3	Sale of Tobacco Products to Those Under Twenty-One Years of Age Prohibited	Class E
(2)	§ 1601-57	Enforcement of Emergency Orders	Class D
(3)	§ 1601-59	Enforcement of Health Orders	Class D

(e) Class C1 Civil Offenses With Civil Fines Subject to 100% Reduction for Correction of Violation, and a Two-Year Period for a Subsequent Offense:

			Civil Fine for Subsequent Offense
(1)	§ 609-9	Tobacco Retailer Licensing (reduction for first-time offenders only)	Class E

Section 3. That existing Section 1501-8, "Class C-1 Civil Offenses," of Title XV, "Code Compliance and Hearings," of the Cincinnati Municipal Code is hereby repealed.

Section 4. That the City Manager is hereby authorized to take all action necessary to implement and develop regulations necessary to carry out the purposes of this ordinance.

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 take effect and be in force from and after the earliest period allowed by law, provided, however, that the prohibitions set forth in newly ordained Chapter 119 become binding only upon satisfaction of the requirements of section 119-11, "Start of Implementation; Appropriations."

John Cranley, Mayor
_



September 1, 2021

**To:** Mayor and Members of City Council 202102648

From: Paula Boggs Muething, City Manager

Subject: EMERGENCY ORDINANCE - AUTHORIZING LEASE

AGREEMENT FOR 2010 AUBURN AVENUE

Attached is an Emergency Ordinance captioned:

**AUTHORIZING** the City Manager to execute any and all agreements and take such other steps as may be necessary in order to lease City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunnyside Child Development Center, Inc., or other affiliated organization acceptable to the City Manager.

### BACKGROUND/CURRENT CONDITIONS

On August 3, 2011, Cincinnati City Council authorized a five-year lease of 2010 Auburn Avenue to a small business venture, Sunnyside Child Development Center (the "Tenant") for \$1.00 per year. The lease was conditioned upon conversion of 2010 Auburn Avenue into a daycare facility from a senior service center (previously leased to Cincinnati Area Senior Services by the City). The lease allowed for a purchase option at fair market value if the Tenant met the operating conditions of the lease and the Tenant, and City came to agreeable terms and conditions for a fair market value sale.

During the course of the original lease term, the Tenant defaulted under several terms of the lease agreement and did not meet the requirements for a sale of the property. Further detail can be found in Council Report #201900436, but issues involved failure vy the Tenant to pay property taxes, failure to pay utility bills, and failure to appropriately maintain the property in good condition and repair. At this time, the lease term has expired, and the Tenant is in holdover under the lease provisions. Since Council Report #201900436 was issued, the Tenant has remedied the default for failure to pay property taxes and utility bills.

### **DEVELOPER INFORMATION**

Sunnyside Child Development Center (dba Corbin Early Learning Center) is a for-profit Ohio Corporation owned by Olivia Darks. The business has been in existence for ten years and has operated at the 2010 Auburn Avenue location for approximately eight years.

#### PROJECT DESCRIPTION

The Tenant has requested to purchase the property for \$1.00. The Tenant has offered to address several deferred capital expenditures to the property including the roof and HVAC, which are the financial responsibility of the Tenant under the existing lease.

The Administration has reviewed the request and does not recommend a sale of the property to the Tenant. The history of default under the current lease agreement and the failure to demonstrate capacity to adequately maintain and operate the building are the basis for this recommendation.

As an alternative to a sale, the Administration is proposing an additional lease term of five years at \$1 dollar per year and capital investment by the City to address the deferred capital needs of the property. This includes replacing the existing roof system and investing in the HVAC system, including reimbursing the Tenant for any recently incurred HVAC maintenance costs. This proposal will provide the Tenant with a subsidized lease for five additional years, will remove the burden of pressing capital needs, will get the building into good condition and repair, and will allow sufficient time for the Tenant to make arrangements to relocate the business at the end of the five-year term.

### PROPOSED INCENTIVE

The initial incentive authorized by City Council in 2011 was successful in allowing for the creation of a small business venture utilizing a below fair market value lease of a City-owned building.

Over the ten-year period, this small business has received a direct operating subsidy of \$334,260 in operating cost savings which has allowed the business to grow and expand. The City is proposing an additional five year period of rent subsidy valued at \$108,500 and capital repairs, which have been a deferred responsibility of the Tenant under the existing lease, valued at \$86,400 for a total incentive value of \$194,900 over the five year period.

This will allow the Tenant savings to invest in a new location to purchase or lease for the relocation of the Tenant's business by the end of the five-year period. DCED's small business team will also be available to assist the Tenant in identifying an alternative location.

#### PROJECT TEAM & TIMELINE

The project team (listed below) will make themselves available at the request of the councilmember(s).

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)

AgreementType

Development Group or Project Name

Page 3 of 4

• Project Attorney: Samantha Brandenburg (Ext. 4704)

The anticipated council timeline is as follows:

- September 1, 2021: Introduction to City Council
- September 7, 2021: Budget and Finance (#1)
- September 13, 2021: Budget and Finance (#2)
- September 15, 2021: City Council for Final Approval

### 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**



Location



Site Photo

### **EMERGENCY**

### City of Cincinnati

**ZDS** 

BWG

## An Ordinance No.

- 2021

**AUTHORIZING** the City Manager to execute any and all agreements and take such other steps as may be necessary in order to lease City-owned real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati to Sunnyside Child Development Center, Inc., or other affiliated organization acceptable to the City Manager.

WHEREAS, the City of Cincinnati (the "City") owns certain real property at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati, as more particularly described on Attachment A attached to this ordinance (the "Property"), which is under the management and control of the City's Department of Community and Economic Development; and

WHEREAS, Sunnyside Child Development Center, Inc., an Ohio corporation ("Sunnyside") the lessee of the Property pursuant to a certain *Lease*, dated August 23, 2011 between Sunnyside and the City, desires to enter into a new lease for a term of 5 years for Sunnyside's continued operation of the Property as a daycare center; and

WHEREAS, the City currently anticipates that Sunnyside will relocate its daycare to a new location and vacate the Property prior to the expiration of the 5-year term; and

WHEREAS, contingent upon (i) the City Administration's satisfactory review of all due diligence materials, and (ii) negotiation of a lease agreement with terms and conditions acceptable to the City Manager, the City desires to lease the Property to Sunnyside or such other affiliate organization acceptable to the City Manager; and

WHEREAS, the City's Real Estate Services Division has determined, by appraisal, that the fair market rental value of the Property is approximately \$21,000 per year; however, in order to provide for the continued operation of Sunnyside's daycare center, the City is agreeable to leasing the Property to Sunnyside, on terms and conditions acceptable to the City Administration, for less than fair market rental value; namely, for \$1.00 per year, because the City will receive economic and non-economic benefits that equal or exceed the fair market rental value of the Property since the proposed lease will ensure the maintenance of needed daycare services for the community; and

WHEREAS, the City Administration also intends to provide funding in an amount not to exceed \$86,400 from existing capital funds from capital account nos. 980x162x191642, "DCED Property Improvements," and 980x164x201698, "Neighborhood Business Property Holdings," to assist Sunnyside in replacing the HVAC system and the existing roof of the building located on the Property (the "Project"); and

WHEREAS, the Property is not needed for a municipal purpose; and

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

WHEREAS, the City has determined that it is in the best interest of the City to eliminate competitive bidding in connection with the lease of the Property because the City believes that Sunnyside's continued operation will provide critical daycare and early childhood education services to the community, and the renovation of the site will contribute to the revitalization of the City's Mount Auburn neighborhood; and

WHEREAS, the City believes that the proposed lease and Project will promote urban redevelopment in the Mount Auburn neighborhood of Cincinnati, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and regulations; and

WHEREAS, the City Planning Commission, having the authority to approve a change in the use of City-owned property, approved a change in use of the Property at its meeting on September 18, 2020; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute any and all documents that may be necessary to lease certain real property owned by the City of Cincinnati (the "City") at 2010 Auburn Avenue in the Mount Auburn neighborhood of Cincinnati, as more particularly described on Attachment A attached to this ordinance (the "Property"), to Sunnyside Child Development Center, Inc., an Ohio corporation, ("Sunnyside"), or other affiliated organization acceptable to the City Manager, contingent upon (a) the City Administration's satisfactory review of all due diligence materials related to the Property, and (b) negotiation of an agreement upon lease terms acceptable to the City Administration, including those terms and conditions it deems necessary following its review of such due diligence materials.

Section 2. That the City is agreeable to leasing the Property to Sunnyside because Sunnyside currently operates a daycare center on the Property and has agreed to continue its daycare operations at the Property during the lease term.

Section 3. That the Property is not needed for a municipal purpose.

Section 4. That the City's Real Estate Services Division has determined, by appraisal, that the fair market rental value of the Property is approximately \$21,000 per year; however, in order to provide for the continued operation of Sunnyside's daycare center, the City is agreeable to leasing the Property to Sunnyside on the terms and conditions acceptable to the City Administration for less than fair market rental value; namely, for \$1.00 per year, because the City will receive economic and non-economic benefits that equal or exceed the fair market rental value of the Property since the proposed lease will ensure the maintenance of necessary daycare services for the community.

Section 5. That it is in the best interest of the City to eliminate competitive bidding in connection with the lease of the Property because the City believes that the proposed lease of the Property will enable Sunnyside to continue providing critical daycare and early childhood education services to the community, and the renovation of the site will contribute to the revitalization of the City's Mount Auburn neighborhood.

Section 6. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the terms of this ordinance, including, without limitation, negotiating acceptable terms of the lease and executing all agreements, deeds, easements, conveyance documents, plats, amendments, and other documents.

Section 7. That in the event that there are proceeds from the lease of the Property, such proceeds 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 lease, and that the City's Finance Director is hereby authorized to deposit amounts in excess thereof into Miscellaneous Permanent Improvement Fund 757.

Section 8. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the City Administration to begin negotiating a new lease, on terms and conditions acceptable to the City Administration, with Sunnyside as soon as possible, therefore resulting in the revitalization of the Mount Auburn neighborhood, the maintenance of necessary daycare services for the community, and the economic growth of the City at the earliest possible date.

Passed:	, 2021	
		John Cranley, Mayor
Attest:Cle	erk	•, •

### ATTACHMENT A

### Legal Description

Property Address: 2010 Auburn Avenue, Cincinnati, Ohio 45219

**Auditor's Parcel No.:** 088-0007-0146-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the intersection of the east line of the old Auburn Avenue, 60' R/W and the south line of the old Bodmann Avenue, 50' R/W; thence with the south line of the said old Bodmann Avenue, South 84°06'54" East, 3.65 feet to the Place of Beginning; thence with the south line of said Bodmann Avenue, South 84°06'54" East, 147.61 feet to an existing iron pin; thence South 05°53'06" West, 100.00 feet to a point being 0.45 feet south and 0.20 feet east of an existing iron pin; thence North 84°06'54" West, 123.36 feet to a point in the east line of the new R/W of Auburn Avenue; thence on a curve to the right having a radius of 189.01 feet, a chord bearing North 07°44'45" West, 102.90 feet, 104.21 feet as measured along said curve to the Place of Beginning. Containing 14,040 square feet of land more or less (0.322 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.

### **ATTACHMENT A**

Legal Description

**Property Address:** 2010 Auburn Avenue, Cincinnati, Ohio 45219

**Auditor's Parcel No.:** 088-0007-0146-00

Situate in Section 13, Town 3, Fractional Range 2, Millcreek Township, City of Cincinnati, Hamilton County, Ohio, and being more particularly described as follows:

Commencing at the intersection of the east line of the old Auburn Avenue, 60' R/W and the south line of the old Bodmann Avenue, 50' R/W; thence with the south line of the said old Bodmann Avenue, South 84°06'54" East, 3.65 feet to the Place of Beginning; thence with the south line of said Bodmann Avenue, South 84°06'54" East, 147.61 feet to an existing iron pin; thence South 05°53'06" West, 100.00 feet to a point being 0.45 feet south and 0.20 feet east of an existing iron pin; thence North 84°06'54" West, 123.36 feet to a point in the east line of the new R/W of Auburn Avenue; thence on a curve to the right having a radius of 189.01 feet, a chord bearing North 07°44'45" West, 102.90 feet, 104.21 feet as measured along said curve to the Place of Beginning. Containing 14,040 square feet of land more or less (0.322 acres). Bearings based on NAD 83 (2007). Subject to all legal highways, easements and restrictions of record. Based on a survey preformed under the direction of Joseph N. Koopman, Ohio Registration Number 7184.



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### Greg Landsman

Councilmember

09/07/2021

#### **MOTION**

Investing in Community-Driven Safety Plans to Reduce Crime & Violence

In addition to expanded efforts to get illegal guns off our streets and other safety measures the City is pursuing, we hereby move that the Administration, working with its many capable and diverse partners, establish a renewed effort to support community-led violence reduction efforts.

In particular, the Administration should re-establish the "Safe and Clean Fund" with a starting investment of \$500,000 in acknowledgment of the imminent crisis of gun violence and the importance of curbing it. This fund – the money for which could come out of this year's carry-over budget or other relevant funding sources) – would support the execution of community-driven violence-reduction plans submitted to the City by neighborhood leaders\*. In particular, place-based environmental improvement projects communities desperately need that are proven to reduce crime and nurture strong community-building (eg. improved lighting, security cameras, better signage, blight and litter control, etc.).

\*In order to nurture the creation of such robust community-driven plans, the City should also provide the following additional support to neighborhoods as part of this renewed effort:

- **Update PIVOT¹** "micro-locations" described in the June 2017 report as "mak[ing] up only 1.4% of the city's landmass, [but] a disproportionate amount of violence recurs in these places… 14.4% of all Part I crimes, 25.7% of Part I violent crimes, and 42.6% of shooting involving a victim occurred in these small geographic areas" with new data and information. The map of updated micro-locations should be shared with *all* neighborhoods, so communities have access to updated information as they build out community-led efforts. The City should assist and support neighborhoods in these efforts.
- **Provide SARA training**<sup>3</sup> to help neighborhoods build comprehensive plans to address ongoing issues contributing to crime and violence. The Administration should leverage current partnerships to provide this training.
- Ensure follow-up and follow-through from the Administration and the City in the form of coordinated support regarding any issues that emerge from the safety plans

<sup>&</sup>lt;sup>1</sup> The assessments done on the original PIVOT efforts show effective, long-lasting gun violence reduction. The City should continue to lift up this proven strategy.

<sup>&</sup>lt;sup>2</sup> https://www.theiacp.org/sites/default/files/Research%20Center/CPD%20PIVOT%20Goldstein%20Submission.pdf

<sup>&</sup>lt;sup>3</sup> SARA (Scanning, Analysis, Response, and Assessment) is the Collaborative's approach to problem-solving crime. It is intended to reduce crime and improve the quality of life for its citizens by facilitating community work and coalition-building between communities and the police, to effectively address crime, disorder, and the fear of crime in communities.



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Councilmember

submitted. This could include traffic calming efforts, curbing illegal dumping, temporary street closures for community events, police visibility, and more.

• Confirm City partners' commitment to providing additional support to neighborhoods on the issue of crime and violence reduction. Areas of additional coordinated support could include youth jobs and activities, mentoring, child care, career training opportunities, community events, support services, and more.

Due to the urgent nature of Cincinnati's gun violence crisis, we ask that the Administration report back to the Mayor and Council within 30 days as to how best to structure, fund, administer, and execute these new efforts, with the ultimate aim of most effectively providing support to communities who need it.

### **STATEMENT**

One of the most effective ways to achieve long-lasting crime reduction is to not just listen and engage with the communities most impacted, but *follow their lead*; they will have the most nuanced and genuine understanding of what is needed.

In 2003, Cincinnati recognized the need for community-led responses to violence by establishing a "Safe and Clean Fund" to support and encourage community-based and community-initiated efforts aimed at improving neighborhood livability. Research proves that visible signs of disinvestment in neighborhoods lead to higher levels of crime, locking certain neighborhoods into a vicious cycle of poverty and disorder.

In recognition of this, we should re-establish the "The Safe and Clean Fund" with a starting investment of \$500,000 to financially support community-driven violence-reduction plans submitted to the City. Additionally, we should provide neighborhoods with updated data and information, and relevant training that will help support the creation of community-led plans, and commit to coordinated support from the City and partners to ensure plans are executed.

We must act now to apply more people, energy, attention, and funding to the needs identified by the communities most affected by gun violence in our city.

 Councilmember Greg Landsman



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Councilmember

#### **APPENDIX**

#### THE FACTS:

The idea that increasing neighborhood livability through neighborhood-level problem solving approaches is effective at reducing crime is not a new discovery. It has been proven time and time again that visible signs of disinvestment in neighborhoods leads to higher levels of crime, and that this often locks certain neighborhoods into a vicious cycle of poverty and disorder.

- The demolishment of vacant and abandoned buildings in Detroit was associated with an 11% reduction in gun assaults.<sup>4</sup>
- One 4-year study on an unnamed city in the Midwest found that the areas with vacant lots maintained through a City blight-reduction program had nearly 40% fewer assaults and violent crimes than those with unmaintained vacant, abandoned lots.<sup>5</sup>
- After vacant lots in high-poverty areas of Philadelphia were mowed, graded, or otherwise treated, gun violence dropped by 29%; researchers concluded that were the same treatments applied to vacant lots citywide, Philadelphia could expect to record 350 fewer shootings each year.<sup>6</sup> In that same study, they also found a 22% decrease in burglaries, a 30% drop in noise complaints and illegal dumping, a 58% increase in residents reporting fewer security concerns when leaving their homes, and more than 3/4 of residents saying they significantly increased use of their outside spaces for relaxing and socializing.<sup>7</sup>
- In Chicago, researchers found that increased street lighting reduced outdoor nighttime felony crimes like murder, robbery, property damage, and aggravated assault by approximately 36%, and overall crime by 4% 8
- Improvements to lighting not only act as a situational deterrent to crime, but can also improve local community cohesion and pride, which in turn increases the willingness of residents to intervene in crime or cooperate with the police. Some researchers estimated the benefit-to-cost ratio of neighborhood street lighting upgrades to abate crime at about 4 to 1. 10

Importantly, these studies do not find that the violence gets displaced to other neighborhoods — rather, it just sincerely decreases, across the board. This all goes to show that community-led, quick, inexpensive environmental-based tactics can substantially decrease violence in neighborhoods, particularly when addressed block by block. Furthermore, this approach yields a high return on investment — both economically and at a

<sup>&</sup>lt;sup>4</sup> https://link.springer.com/article/10.1007/s10865-019-00031-6

<sup>&</sup>lt;sup>5</sup> https://pubmed.ncbi.nlm.nih.gov/30216464/

<sup>6</sup> https://www.pnas.org/content/115/12/2946

https://penntoday.upenn.edu/news/cleaning-vacant-lots-makes-neighborhoods-safer

<sup>8</sup> https://urbanlabs.uchicago.edu/projects/crime-lights-study

https://cops.usdoj.gov/RIC/Publications/cops-p156-pub.pdf

<sup>10</sup> https://www.strongtowns.org/journal/2019/5/9/how-something-as-small-as-street-lights-can-reduce-crime



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### Greg Landsman Councilmember

public-health level — while not displacing long-term residents, unlike some other costlier methods unintentionally do.11

<sup>11</sup> https://penntoday.upenn.edu/news/cleaning-vacant-lots-makes-neighborhoods-safer



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Liz Keating
Councilmember

202102758

Sept 7, 2021

#### Motion

As the Administration moves forward with traffic calming measures and infrastructure updates within the city, **WE MOVE** for the administration to investigate new sustainable infrastructure innovations that provide storm water management through absorption and flow control including (but not limited to) the utilization and implementation of soil cells, urban watersheds, urban rain gardens, bioretention, and permeable pavement. As we continue to see heavy rains and continuous flooding, impacting our residents and businesses, we need to find ways to take the pressure off our storm sewers. **WE FURTHER MOVE** for the administration to provide a cost analysis with these options to show if a bigger investment in green infrastructure now may save more money than the money spent on aftermath of storms including cleanup efforts, claims and settlements, and the utilization of other city resources that are needed in response to flooding/backup after heavy rainfalls.



MM Budget + Finance 010121