



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, September 22, 2021

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR CRANLEY

Housing Advisory Board

1. [202102782](#)

APPOINTMENT, dated 09/14/2021, submitted by Mayor John Cranley, I hereby appoint Greg Landsman to the Housing Advisory Board for a term of four years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation

CONFIRM

Sponsors:

Mayor

2. [202102780](#)

APPOINTMENT, dated 09/14/2021, submitted by Mayor John Cranley, I hereby appoint Brendon Cull to the Advisory Board for a term of four years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation

CONFIRM

Sponsors:

Mayor

3. [202102825](#)

APPOINTMENT, submitted by Mayor John Cranley, I hereby appoint Jeniece Jones to the Housing Advisory Board for a term of four years. This appointment is submitted to City Council for its advice and consent pursuant to its rules.

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors:

Mayor

Civil Service Commission - 1 Appointments: 1 Male; 1 White;

4. [202102779](#)

APPOINTMENT, dated 09/14/2021, submitted by Mayor John Cranley, I

hereby appoint Brian Griffin to the Civil Service Commission for a term of six years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation

CONFIRM

Sponsors:

Mayor

Children & Family - 15 Appointments: 7 Male; 8 Female; 2 White; 8 AA; 5 Unknown

5. [202102778](#) **APPOINTMENT**, submitted by Mayor John Cranley. I hereby appoint Chandra K Matthews-Smith to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Female/AA)

Recommendation CONFIRM

Sponsors:

Mayor

6. [202102783](#) **APPOINTMENT**, dated 09/2021, submitted by Mayor John Cranley, I hereby appoint Brandy Jones to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

Recommendation CONFIRM

Sponsors:

Mayor

7. [202102784](#) **APPOINTMENT**, dated 9/2021 submitted by Mayor John Cranley. I hereby appoint Robert Kahn to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Male)

Recommendation CONFIRM

Sponsors:

Mayor

8. [202102785](#) **APPOINTMENT**, dated 9/2021 submitted by Mayor John Cranley. I hereby appoint Michael Patton to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Male/AA)

Recommendation

CONFIRM

Sponsors:

Mayor

9. [202102787](#) **APPOINTMENT**, dated 9/2021 submitted by Mayor John Cranley. I hereby appoint Thanapat Vichitchot to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Male)

Recommendation

CONFIRM

Sponsors:

Mayor

10. [202102788](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Vanessa White to the Children & Families Cabinet for a term of three years. This

appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

Recommendation CONFIRM

Sponsors: Mayor

11. [202102789](#)

APPOINTMENT, dated 09/14/2021, submitted by Mayor John Cranley, I hereby appoint Shauna Murphy to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

Recommendation

CONFIRM

Sponsors: Mayor

12. [202102792](#)

APPOINTMENT, dated 9/2021 submitted by Mayor John Cranley. I hereby appoint Eric Kearney to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Male/AA)

Recommendation

CONFIRM

Sponsors: Mayor

13. [202102796](#)

APPOINTMENT, dated 9/2021 submitted by Mayor John Cranley. I hereby appoint Sylvia S. Hendon to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Female/White)

Recommendation

CONFIRM

Sponsors: Mayor

14. [202102826](#)

APPOINTMENT, submitted by Mayor John Cranley, I hereby appoint Greg Landsman to the Children & Families Cabinet for a term concurrent with his term as chair of the Major Projects & Smart Government Committee. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

15. [202102786](#)

APPOINTMENT, submitted by Mayor John Cranley, I hereby appoint Jeremiah Thompson to the Children & Families Cabinet for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male)

Recommendation CONFIRM

Sponsors: Mayor

16. [202102790](#)

APPOINTMENT, submitted by Mayor John Cranley, I hereby appoint Gregory Johnson to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to

its Rules. (Male/AA)

Recommendation CONFIRM

Sponsors: Mayor

17. [202102791](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Leslie Maloney to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/White)

Recommendation CONFIRM

Sponsors: Mayor

18. [202102793](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Rebecca Hammor to the Children & Families Cabinet for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female)

Recommendation CONFIRM

Sponsors: Mayor

19. [202102794](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Ronald Holley to the Children & Families Cabinet for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Male)

Recommendation CONFIRM

Sponsors: Mayor

20. [202102795](#) **APPOINTMENT**, submitted by Mayor John Cranley, I hereby appoint Denisha Porter to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules. (Female/AA)

Recommendation CONFIRM

Sponsors: Mayor

MS. KEATING

21. [202102822](#) **RESOLUTION**, dated 09/15/2021, submitted by Councilmember Liz Keating from Andrew Garth, City Solicitor, **RECOGNIZING** and JOINING the Library's senior leadership, staff, and local officials in commemorating the South Building of the Downtown Main Library in preparation for its closing as it undergoes improvements and renovations as part of its *Building the Next Generation Library* initiative.

Recommendation PASS

Sponsors: Keating

MR. LANDSMAN

22. [202102819](#) **MOTION**, submitted by Councilmember Landsman, **WE MOVE** that the Administration work with all youth job partners- such as Cincinnati Recreation Commission, ArtWorks, the Urban League, etc. - to determine the existing collective waiting list for all youth job programs that the city supports or financially participates in.

Recommendation EQUILTY, INCLUSION, YOUTH AND THE ARTS COMMITTEE**Sponsors:** Landsman

23. [202102820](#) **MOTION**, submitted by Councilmember Landsman, **WE MOVE** to request the Administration re-publish downloadable 1-pager overviews of each TIF for neighborhood leaders. We further move that Council and Communities are updated quarterly or semi-annually on all TIF spending.

Recommendation ECONOMIC GROWTH & ZONING COMMITTEE**Sponsors:** Landsman

24. [202102821](#) **MOTION**, submitted by Councilmember Landsman, **WE MOVE** to formally request accident data on e-scooters in dense areas of Cincinnati and any recommendations the Administration may have in terms of limiting the use of e-scooters in specific areas to improve pedestrian safety, based on that crash data and similar actions taken in other cities. (STATEMENT ATTACHED)

Recommendation LAW AND PUBLIC SAFETY COMMITTEE**Sponsors:** Landsman**MR. SEELBACH**

25. [202102823](#) **ORDINANCE**, dated 09/16/2021, submitted by Councilmember Chris Seelbach from Andrew Garth, City Solicitor, **DECLARING** that Sixth Street between Main Street and Walnut Street hereby receive the honorary, secondary name of Jean-Robert de Cavel Way in honor of Jean-Robert de Cavel, in recognition of his decades of influence on Greater Cincinnati's restaurant scene, including a decade as chef at The Maisonneuve, which was the highest rated restaurant in North America during his tenure.

Recommendation NEIGHBORHOODS COMMITTEE**Sponsors:** Seelbach**MS. SUNDERMANN**

26. [202102808](#) **ORDINANCE (EMERGENCY)**, dated 09/14/2021, submitted by Councilmember Sundermann, from Andrew Garth, City Solicitor, **AUTHORIZING** the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

Recommendation

BUDGET AND FINANCE COMMITTEE

Sponsors: Sundermann**CITY MANAGER**

27. [202102762](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for N&I MARKET INC, DBA N&I GROCERY

MARKET, 2923 Gilbert Avenue, Cincinnati, Ohio 45206. (#6277255, C1,C2, D6, TRANSFER) [Objections: YES]

Recommendation FILE

Sponsors: City Manager

28. [202102763](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for GENKI3 INC, 3200 Vandercar Way & Patio, Cincinnati, Ohio 45209. (#3116265, D1, D2, TREX [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

29. [202102764](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for ATELIER DU VIN LIMITED, 1725 Madison Rd, Cincinnati, Ohio 45206. (#0139575, D4, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

30. [202102765](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for KATCH THE KITCHEN LLC, DBA, KATCH THE KITCHEN, 4172 Hamilton Av, Cincinnati, Ohio 45223. (#4504172, D5J, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

31. [202102767](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for CINCINNATI BALLET CO INC, DBA, CINCINNATI BALLET, 1801 Gilbert Avenue, Cincinnati, Ohio 45202. (#14899600005, D5H, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

32. [202102777](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for SUSHI CAFÉ WORLD OF CINCINNATI LLC, DBA MR SUSHI, 580 Walnut Street STE D, Cincinnati, Ohio 45202. (#8717554, D5, D6, STCK) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

33. [202102797](#) **REPORT**, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for PAWTY PALOOZA.

Recommendation FILE

Sponsors: City Manager

34. [202102800](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control,

advising of a permit application for SPICY & TASTY CULINARY LLC, DBA SICHUAN PALACE, 343 Calhoun Street, Cincinnati, Ohio 45219. (#8421595, D5, TRANSFER) [Objections: YES]

Recommendation FILE

Sponsors: City Manager

35. [202102801](#) **REPORT**, dated 9/22/2021 submitted by Paula Boggs Muething, City Manager, on a communication from the State of Ohio, Division of Liquor Control, advising of a permit application for COSMIC GORILLA LLC, DBA COSMIC GORILLA, 1834 Race Street, Cincinnati, Ohio 45202. (#1761834, D5J, NEW) [Objections: NONE]

Recommendation FILE

Sponsors: City Manager

36. [202102806](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 9/22/2021, **AUTHORIZING** the payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021; and **AUTHORIZING** the payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

37. [202102807](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 9/22/2021, **AUTHORIZING** the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

38. [202102809](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 9/22/2021, **AUTHORIZING** the City Manager to execute a Property Sale Agreement with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.

Recommendation BUDGET AND FINANCE COMMITTEE

39. [202102810](#) **REPORT**, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding crossing guard and pedestrian safety improvements for schools. (SEE DOC. #202102676)

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

40. [202102811](#) **REPORT**, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding mental health services available to law enforcement officers. (SEE DOC. #202100943)

Recommendation LAW AND PUBLIC SAFETY COMMITTEE**Sponsors:** City Manager

41. [202102812](#) **REPORT**, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding City roadway improvements and traffic calming in the FY 2022 Budget. (SEE DOC. #202102165)

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

42. [202102824](#) **REPORT**, dated 9/22/2021, submitted by Paula Boggs Muething, City Manager, regarding use of Fleet Replacement budget for West Fork Incinerator. (SEE DOC. #202102306)

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

43. [202102725](#) **REPORT**, dated 9/10/2021, submitted by Paula Boggs Muething, City Manager, regarding Department of Finance Report for the Fiscal Year Ended June 30, 2021 (unaudited)

Recommendation APPROVE & FILE**Sponsors:** City Manager

44. [202102726](#) **REPORT**, dated 9/8/2021, submitted by Paula Boggs Muething, City Manager, regarding FY 2021 Carryover to FY 2022 Report

Recommendation APPROVE & FILE**Sponsors:** City Manager

45. [202102772](#) **MOTION**, dated 9/9/2021, submitted by Councilmember Landsman, Establishing Performance Measurement Goals for the Distribution of Eviction Prevention Funding. **WE MOVE** that the Administration work with the Community Action Agency (CAA) and other relevant partners to immediately establish performance measurement goals for the distribution of the eviction prevention emergency funding. We further move that these results-based performance measurement goals are reported to Council - along with any potential areas of support (e.g. Additional staffing or enhanced communication) - so as to allow us to act more aggressively and purposefully to ensure money is getting to people faster. (STATEMENT ATTACHED)

Recommendation

ADOPT

Sponsors: Landsman

46. [202102805](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 9/20/2021, **AUTHORIZING** the City Manager to execute a *Property Sale and Development Agreement* with Nassau Avenue Investments, LLC, an affiliate of The Model Group, Inc., for the sale of City-owned property located at 114-116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, for a mixed-use development consisting of first floor commercial space and approximately 16 residential units.

Recommendation PASS EMERGENCY**Sponsors:** City Manager

47. [202102814](#) **ORDINANCE (B VERSION) (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 9/20/2021, **PROVIDING** for potential income tax refund claims for calendar year 2021 based on state legislation authorizing such refund claims for taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021 by notwithstanding the provisions of Sections 14, 15, and 16 of Ordinance No. 0213-2019, which amended the policy of managing the Stabilization Funds for the City of Cincinnati and established the Waterfall Funding Mechanism for funding the Stabilization Funds, to establish a new balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," within the General Fund 050 and to authorize the transfer of funds to the newly established "Income Tax Reserve for Refunds" balance sheet reserve account; AUTHORIZING the transfer of the sum of \$50,015,389 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," for the purpose of providing resources for income tax refunds to taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021; AUTHORIZING the transfer of the sum of \$3,162,738 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Working Capital Reserve Fund 754 for the purpose of increasing the City's working capital reserve; AUTHORIZING the transfer of the sum of \$3,258,579 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2585, "Economic Downturn Reserve," for the purpose of increasing the City's emergency reserve; AUTHORIZING the transfer of the sum of \$4,397,435 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," for the purpose of providing resources for unanticipated emergencies including those caused by unusual weather events, in order to increase the City's reserve; AUTHORIZING the appropriation of the sum of \$1,062,737 from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached Section A of the General Fund Operating Budget Schedule of Appropriation for the purpose of providing funds for: the Department of Human Resources for sworn testing (\$45,237) and the HR Centralization Initiative (\$102,500); the Department of Parks for a mower and other maintenance equipment (\$22,000); the Cincinnati Police Department for records management software to be used in conjunction with the Law Department (\$85,000); the City Manager's Office for leveraged support to the Chamber of Commerce - Immigration

Center Partnership (COMPASS) (\$50,000), funding for the Manager's Advisory Group (MAG) for a Youth Violence Reduction Initiative (\$200,000), funding for the Cincinnati Citizens Respect Our Witnesses (CCROW) program (\$208,000), and funding for Equitas Health for a Mobile Outreach Vehicle (MOVE) to provide for the health care needs of those living with HIV or at risk of HIV transmission (\$100,000); and the Department of Public Services for a safe and clean neighborhood fund (\$250,000); AUTHORIZING the transfer and return to source Fund 758 of the sum of \$525,000 from various capital improvement program project accounts according to the attached Section A of the Capital Budget Schedule of Transfer for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources as opposed to capital resources; ESTABLISHING new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of General Fund 050 and Income Tax Capital Fund 758 to new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood according to the attached Section B of the Capital Budget Schedule of Transfer; DECLARING expenditures from capital improvement program project account no. 980x164x221616, "King Records Building Restoration," to be for a public purpose; AUTHORIZING the appropriation of the sum of \$525,000 from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached Section B of the General Fund Operating Budget Schedule of Appropriation for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources; ESTABLISHING new capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center," for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center; AUTHORIZING the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of General Fund 050 to new capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center" for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center; DECLARING expenditures from capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center," to be for a public purpose; ESTABLISHING new capital improvement program project account no. 980x232x222353, "Central Parkway Streetscape," for the purpose of providing resources

for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of the General Fund to new capital improvement program project account 980x232x222353, "Central Parkway Streetscape," for the purpose of providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; ESTABLISHING new capital improvement program project account no. 980x203x222009, "Freedom Center Park," for the purpose of providing resources for the design and construction of improvements to the park located adjacent to the Freedom Center; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to new capital improvement program project account no. 980x203x222009, "Freedom Center Park," for the purpose of providing resources for Freedom Center Park at the Banks; and DECLARING expenditures from capital improvement program project account no. 980x203x222009, "Freedom Center Park," to be for a public purpose and constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Recommendation PASS EMERGENCY

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment

City of Cincinnati



Mayor John Cranley

202102782

Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Greg Landsman to the Housing Advisory Board for a term of four years.
This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

Dr. Carter

City of Cincinnati



Mayor John Cranley

202102780

Office of Mayor John Cranley

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Cincinnati, Ohio 45202
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September 2021

APPOINTMENT

I hereby appoint Brendon Cull to the Housing Advisory Board for a term of four years.
This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

for Carling

City of Cincinnati



Mayor John Cranley

202102825


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Fax (513) 352-5201
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September 2021

APPOINTMENT

I hereby appoint Jeniece Jones to the Housing Advisory Board for a term of four years.
This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

Dr. Carling

City of Cincinnati



Mayor John Cranley

202102779

Office of Mayor John Cranley

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Phone (513) 352-3250
Fax (513) 352-5201
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September 2021

APPOINTMENT

I hereby appoint Brian Griffin to the Civil Service Commission for a term of six years.
This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

for Carling



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

September 2021

APPOINTMENT

I hereby appoint Chandra K. Matthews-Smith to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



Office of Mayor John Cranley

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Cincinnati, Ohio 45202
Phone (513) 352-3250
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September 2021

APPOINTMENT

I hereby appoint Brandy Jones to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



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Phone (513) 352-3250
Fax (513) 352-5201
Email: John.Cranley@cincinnati-oh.gov

September 2021

APPOINTMENT

I hereby appoint Robert Kahn to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley




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

September 2021

APPOINTMENT

I hereby appoint Michael Patton to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



Office of Mayor John Cranley

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Cincinnati, Ohio 45202
Phone (513) 352-3250
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Email: John.Cranley@cincinnati-oh.gov

September 2021

APPOINTMENT

I hereby appoint Thanapat Vichitchot to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



Office of Mayor John Cranley

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Phone (513) 352-3250
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Email: John.Cranley@cincinnati-oh.gov

September 2021

APPOINTMENT

I hereby appoint Vanessa White to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

City of Cincinnati



Mayor John Cranley

202102789

Office of Mayor John Cranley

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Email: John.Cranley@cincinnati-oh.gov

September 2021

APPOINTMENT

I hereby appoint Shauna Janine Murphy to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



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September 2021

APPOINTMENT

I hereby appoint Eric Kearney to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



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September 2021

APPOINTMENT

I hereby appoint Sylvia S. Hendon to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

City of Cincinnati



#54

Mayor John Cranley

202102826


Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Greg Landsman to the Children & Families Cabinet for a term concurrent with his term as chair of the Major Projects & Smart Government Committee. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

for Carling

City of Cincinnati



Mayor John Cranley

Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Jeremiah Thompson to the Children & Families Cabinet for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley

City of Cincinnati



Mayor John Cranley

Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Gregory Johnson to the Children & Families Cabinet for a term of three year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.


Mayor John Cranley



Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Leslie Maloney to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley



Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Rebecca Hammor to the Children & Families Cabinet for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley



Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Ronald Holley to the Children & Families Cabinet for a term of one year. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.

Mayor John Cranley



Office of Mayor John Cranley

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

September 2021

APPOINTMENT

I hereby appoint Denisha Porter to the Children & Families Cabinet for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its Rules.



Mayor John Cranley

Date: September 15, 2021

To: Councilmember Liz Keating

From: Andrew Garth, City Solicitor

AWG

202102822

Subject: Resolution – Main Library Renovations and Closure

Transmitted herewith is a resolution captioned as follows:

RECOGNIZING and JOINING the Library's senior leadership, staff, and local officials in commemorating the South Building of the Downtown Main Library in preparation for its closing as it undergoes improvements and renovations as part of its *Building the Next Generation Library* initiative.

AWG/AKS/(lnk)
Attachment
348483

RESOLUTION NO. _____ - 2021

RECOGNIZING and JOINING the Library's senior leadership, staff, and local officials in commemorating the South Building of the Downtown Main Library in preparation for its closing as it undergoes improvements and renovations as part of its *Building the Next Generation Library* initiative.

WHEREAS, the Downtown Main Library South Building opened its doors at the corner of Eighth and Vine Streets in 1955; and

WHEREAS, in 1995 work began on an addition to expand the Downtown Main Library across Ninth Street, with a four-story bridge linking the South Building to what is now known as the North Building, and in 2007 and beyond, the Main Library underwent a service model redesign that created many innovative and successful services; and

WHEREAS, the 540,000 square foot Downtown Main Library serves as the hub of the Library system as well as the neighborhood library for thousands of downtown workers and residents, and with one of the finest collections of materials among U.S. public libraries, the Downtown Main Library attracts more than one million users annually; and

WHEREAS, in 2019, the Downtown Main Library circulated 14.7 million items; held 3,501 events and classes which 102,618 residents attended; assisted 15,600 small businesses, schools, and non-profits through its MakerSpace; and fielded nearly 9,000 customer questions concerning job application and resume assistance through its TechCenter; and

WHEREAS, as part of the Cincinnati & Hamilton County Public Library's *Building the Next Generation Library* initiative, the Downtown Main Library will see major improvements, which is an investment of approximately \$24 million in the downtown community; and

WHEREAS, during this 18-month period of construction, improvements will include replacement of the South Building elevators and skylight; revitalization of the South Building atrium including a new stair extending from the second floor upwards and improved wayfinding; as well as improvements to the Vine Street plazas in front of both the North and South Buildings and a complete transformation of the Vine Street Entrance of the South Building; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize and join the Library's senior leadership, staff, and local officials in commemorating the South Building of the Downtown Main

Library in preparation for its closing as it undergoes improvements and renovations as part of its *Building the Next Generation Library* initiative.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Submitted by Councilmember Keating

City of Cincinnati



801 Plum Street, Suite 351
Cincinnati, Ohio 45202

Phone: (513) 352-5232
Email: greg.landsman@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

202102819

September 20th, 2021

MOTION

Understanding Youth Job Waitlist Data

We move that the Administration work with all youth jobs partners — such as Cincinnati Recreation Commission, ArtWorks, the Urban League, etc. — to determine the existing collective waiting list for all youth job programs that the city supports or financially participates in.

Councilmember Greg Landsman

City of Cincinnati



801 Plum Street, Suite 351
Cincinnati, Ohio 45202

Phone: (513) 352-5232
Email: greg.landsman@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

202102820

September 20th, 2021

MOTION

Transparency Regarding TIF Spending

We move to request the Administration re-publish downloadable 1-pager overviews of each TIF for neighborhood leaders. We further move that Council and communities are updated quarterly or semi-annually on all TIF spending.

Councilmember Greg Landsman

City of Cincinnati



801 Plum Street, Suite 351
Cincinnati, Ohio 45202

Phone: (513) 352-5232
Email: greg.landsman@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

202102821

September 20th, 2021

MOTION

Improving Pedestrian Safety through E-Scooter Crash Data

We move to formally request accident data on e-scooters in dense areas of Cincinnati and any recommendations the Administration may have in terms of limiting the use of e-scooters in specific areas to improve pedestrian safety, based on that crash data and similar actions taken in other cities.

STATEMENT

While e-scooters remain a valuable form of environmentally-friendly transportation, we should do all we can to ensure their usage does not further endanger pedestrians. Long-term, we should look into the potential for integrating them into any plans for bike lanes. But until that is possible, we use the collection and analysis of relevant accident data to problem-solve short-term solutions focused on keeping pedestrians safe.

Councilmember Greg Landsman



13-11-1970

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13-11-1970

13-11-1970

City of Cincinnati

AKS

AWB

An Ordinance No. _____

-2021

DECLARING that Sixth Street between Main Street and Walnut Street hereby receive the honorary, secondary name of Jean-Robert de Cavel Way in honor of Jean-Robert de Cavel, in recognition of his decades of influence on Greater Cincinnati's restaurant scene, including a decade as chef at The Maisonette, which was the highest rated restaurant in North America during his tenure.

WHEREAS, Jean-Robert de Cavel was born in Roubaix, France and attended the Le Feguide culinary school in Lille, France; and

WHEREAS, in 1993 Jean-Robert moved to Cincinnati to become Chef de cuisine at The Maisonette, which earned five stars from the Mobile guide while he was there; and

WHEREAS, Jean-Robert subsequently left The Maisonette to open Jean-Robert at Pigalls, which became Ohio's only Mobile guide four-star restaurant; and

WHEREAS, Jean-Robert and his partners went on to open other Cincinnati restaurants, including JeanRo Bistro, Pho Paris, Greenup Cafe, Twist, and Lavomatic Cafe; and

WHEREAS, in 2007 Jean-Robert was named a Master Chef by Maîtres Cuisiniers de France and has been a semifinalist for the James Beard Best Chef in the Great Lakes Region in 2008, 2009, 2012, and 2013; and

WHEREAS, in 2009 Jean-Robert went out on his own and opened Jean-Robert's Table in 2010, French Crust in 2011, Le Bar a Boeuf in 2014, Eat Jean-Bob's in 2015, and Restaurant L and Frenchie Fresh in 2016; and

WHEREAS, Jean-Robert has been chef-in-residence at the Midwest Culinary Institute since 2009; and

WHEREAS, Jean-Robert and his wife founded the de Cavel Family SIDS Foundation in 2003 following the tragic death of their infant daughter Tatiana, which has now grown to become the largest SIDS fundraiser in the country; and

WHEREAS, Jean-Robert's exceptional culinary talent and success has enriched Cincinnati's restaurant scene and made Cincinnati a destination for world-class dining; now, therefore,

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

Section 1. That Sixth Street between Main Street and Walnut Street hereby receives the honorary, secondary name of Jean-Robert de Cavel Way in honor of John-Robert de Cavel, in recognition of his decades of influence on Greater Cincinnati's restaurant scene, including a decade as chef at The Maissonette, which was the highest rated restaurant in North America during his tenure.

Section 2. That the appropriate City officials are hereby authorized to do all things necessary and proper to implement the provisions of Section 1 herein, including the generation and installation of appropriate secondary street signage, which shall designate Sixth Street between Main Street and Walnut Street as Jean-Robert de Cavel Way, in accordance with the Department of Transportation and Engineering's procedures relating to secondary street designation.

Section 3. That a copy of this ordinance be sent to Jean-Robert de Cavel via the office of Councilmember Seelbach.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: September 21, 2021

To: Councilmember Chris Seelbach

From: Andrew Garth, City Solicitor

Subject: **Ordinance – Honorary Street Naming Jean-Robert de Cavel**
Way

202102823

AWG


Transmitted herewith is an emergency ordinance captioned as follows:

DECLARING that Sixth Street between Main Street and Walnut Street hereby receive the honorary, secondary name of Jean-Robert de Cavel Way in honor of Jean-Robert de Cavel, in recognition of his decades of influence on Greater Cincinnati's restaurant scene, including a decade as chef at The Maisonette, which was the highest rated restaurant in North America during his tenure.

AWG/CMZ/(lnk)
Attachment
348121

202102808

Date: September 14, 2021

To: Councilmember Betsy Sundermann
From: Andrew Garth, City Solicitor 
Subject: **Emergnecy Ordinance – Warsaw Creative Closeout**

Transmitted herewith is an emergency ordinance captioned as follows:

AUTHORIZING the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

AWG/LES/(lnk)
Attachment
348523

EMERGENCY

City of Cincinnati

LES

BWB

An Ordinance No. _____

- 2021

AUTHORIZING the transfer and appropriation of the sum of \$500,000 from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

WHEREAS, in 2015, the City Council adopted a Stabilization Funds Policy to define appropriate funding for the City's various reserve funds; and

WHEREAS, the FY 2021 Carryover to FY 2022 Report indicates that funds remain to be allocated for one-time uses as designated by the City Council; and

WHEREAS, in accordance with the terms of the Stabilization Funds Policy, Council wishes to authorize the transfer and appropriation of \$500,000 to an existing capital improvement program project account to provide additional funding for the Warsaw Avenue Creative Campus for the purpose of fostering local improvements, investment, and increasing neighborhood vitality; now, therefore,

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

Section 1. That the sum of \$500,000 is hereby transferred and appropriated from the unappropriated surplus of General Fund 050 to existing capital improvement program project account no. 980x164x221623, "Warsaw Avenue Creative Campus," for the purpose of providing additional resources for the non-profit community development corporation Price Hill Will to develop the Warsaw Creative Campus project in East Price Hill.

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

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 ensure that necessary funding is in place for the Warsaw Creative Campus.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: September 22, 2021

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: **Liquor License – Transfer of Stock**

FINAL RECOMMENDATION REPORT

OBJECTIONS: Walnut Hills Area Council

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

APPLICATION: 6277255
PERMIT TYPE: STCK
CLASS: C1 C2 D6
NAME: N& I MARKET INC
DBA: N & I GROCERY MARKET
2923 GILBERT AVE
CINCINNATI, OH 45206

On August 13, 2021, East Walnut Hills Assembly was notified of this application and do object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: October 5, 2021

Date: September 22, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102763

Subject: Liquor License – Transfer (Exempt)

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 3116265
PERMIT TYPE: TREX
CLASS: D1 D2
NAME: GENKI3 INC
DBA: NONE LISTED
3200 VANDERCAR WAY & PATIO
CINCINNATI, OH 45209

On August 26, 2021, Oakley Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: October 19, 2021

Date: September 22, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

1 **202102765**

Subject: Liquor License – New

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 4504172
PERMIT TYPE: NEW
CLASS: D5J
NAME: KATCH THE KITCHEN LLC
DBA: KATCH THE KITCHEN
4172 HAMILTON AV
CINCINNATI, OH 45223

On August 12, 2021, Northside Community Council was notified of this application and do not object.

Police Department Approval

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

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

Date: September 22, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202102767

Subject: Liquor License – New

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 14899600005
PERMIT TYPE: NEW
CLASS: D5H
NAME: CINCINNATI BALLET CO INC
DBA: CINCINNATI BALLET
1801 GILBERT AVE
CINCINNATI, OH 45202

On August 12, 2021, Walnut Hills Area Council was notified of this application and do not object.

Police Department Approval

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

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

Date: September 22, 2021

To: Mayor and Members of City Council

202102777

From: Paula Boggs Muething, City Manager

Subject: Liquor License – Transfer of Stock

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 8717554

PERMIT TYPE: STCK

CLASS: D5 D6

NAME: SUSHI CAFÉ WORLD OF CINCINNATI LLC

DBA: MR SUSHI
580 WALNUT ST STE D
CINCINNATI, OH 45202

On August 9, 2021, Downtown Residents Council was notified of this application and do not object.

Police Department Approval

David M. Laing, Assistant City Prosecutor
Law Department - Recommendation

☐ Objection

☐ No Objection

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

Date: 9/22/2021
202102797

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Pawty Palooza**

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

The particulars of the requested event are as indicated:

EVENT NAME/TITLE: Pawty Palooza
EVENT SPONSOR/PRODUCER: Interfaith Hospitality Network of Greater Cincinnati
CONTACT PERSON: Garret Parsons
LOCATION: 5057 Wooster Pide
DATE(S) AND TIME(S): September 25th, 2021 2PM to 5PM
EVENT DESCRIPTION: Dog Friendly Fundraiser in the Hamilton County Park "Otto Armleder" which is land owned by the city.
ANTICIPATED ATTENDANCE: 75
ALCOHOL SALES: ☒ YES. ☐ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (Interfaith Hospitality Network of Greater Cincinnati)

cc: Colonel Eliot K. Isaac, Police Chief

Date: September 22, 2021
Item# 202102800

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: **Liquor License – Transfer (Exempt)**

FINAL RECOMMENDATION REPORT

OBJECTIONS: Department of Building & Inspections

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

APPLICATION: 8421595
PERMIT TYPE: TREX
CLASS: D5
NAME: SPICY & TASTY CULINARY LLC
DBA: SICHUAN PALACE
343 CALHOUN ST
CINCINNATI, OH 45219

On August 9, 2021, CUF Neighborhood Association was notified of this application and do not object.

Police Department Approval

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

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

Date: September 22, 2021
ITEM # 202102801

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: **Liquor License – New**

FINAL RECOMMENDATION REPORT

OBJECTIONS: None

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

APPLICATION: 1761834
PERMIT TYPE: NEW
CLASS: D5J
NAME: COSMIC GORILLA LLC
DBA: COSMIC GORILLA
1834 RACE ST
CINCINNATI, OH 45202

On August 26, 2021, Over-the-Rhine Community Council was notified of this application and do not object.

Police Department Approval

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

MUST BE RECEIVED BY OHIO DIVISION OF LIQUOR CONTROL BY: October 15, 2021

September 22, 2021

To: Mayor and Members of City Council 202102806

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – CRC: Moral Obligations for FY 2021 Transactions**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021; and **AUTHORIZING** the payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

This Emergency Ordinance authorizes the payment of \$4,600 from the Recreation Department's Recreation Special Activities Fund non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021 and \$9,700 from the Recreation Department's Citizens Summer Jobs Fund non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

This Emergency Ordinance is necessary due to policies and processing of expenditures without a prior encumbrance. In the case of Diamond Pro Umpires Association, funds were not properly certified prior to the contract expiration date. In the case of OKI Partners, the Cincinnati Recreation Commission (CRC) mistakenly omitted Enterprise Technology Services (ETS) approval from the purchasing request. Accounting staff within the CRC have been instructed as to the issues that resulted in these errors, and steps have been taken to ensure that they are not repeated.

The reason for the emergency is the immediate need to pay the impacted vendors for their services in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

LES

- 2021

AUTHORIZING the payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021; and **AUTHORIZING** the payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

WHEREAS, from March 2021 through July 2021, Diamond Pro Umpires Association provided sports officiating services to the Recreation Department, funds for which were not properly certified prior to the expiration of the contract; and

WHEREAS, in April 2021, Junior Achievement of OKI Partners provided platform sharing, user support, and curriculum for the Mayor's Career Expo job fair, the purchasing request for which inadvertently omitted the approval of Enterprise Technology Services; and

WHEREAS, accounting staff within the Recreation Department have been advised regarding the issues that resulted in these errors, and steps have been taken to ensure that they are not repeated; and

WHEREAS, sufficient funds are available from Recreation Department non-personnel operating budget accounts to pay for the services provided by these vendors; and

WHEREAS, Cincinnati City Council desires to provide payment for such services in an amount totaling \$14,300; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$4,600 from the Recreation Department's non-personnel operating budget account no. 323x197x1760x7289 as a moral obligation to Diamond Pro Umpires Association for services rendered to the City of Cincinnati from March 2021 to July 2021.

Section 2. That the Finance Director is authorized to make a payment of \$9,700 from the Recreation Department's non-personnel operating budget account no. 308x199x5960x7279 as a

moral obligation to Junior Achievement of OKI Partners for platform sharing, user support, and curriculum for the Mayor's Career Expo job fair in April 2021.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 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 pay the impacted vendors for their services in a timely manner .

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

September 22, 2021

To: Mayor and Members of City Council 202102807
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Police: Acceptance of Donated Narcan Kits from Talbert House Services**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

This Emergency Ordinance would authorize the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan Kits, valued at \$42,000, at no cost to the City.

The kits contain doses of Narcan, a medication useful in preventing death from opioid overdose. The Cincinnati Police Department (CPD) will deploy the kits with trained officers based on heroin overdose response data. The kits do not expire until 2023.

The reason for the emergency is the immediate need to accept the donated kits in a timely fashion to be able to respond to opioid overdoses.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

AKS

BWL

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to accept a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

WHEREAS, Talbert House Services has 500 unexpired kits that contain doses of Narcan, a medication useful in preventing death from opioid overdose that Talbert House Services would like to donate to the Cincinnati Police Department; and

WHEREAS, opioid overdoses are a significant public health issue nationwide, including in Cincinnati; and

WHEREAS, the kits do not expire until 2023; and

WHEREAS, the Cincinnati Police Department will deploy the kits with trained officers based on heroin overdose response data; now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept with gratitude a donation from Talbert House Services of 500 unexpired Narcan kits to the Cincinnati Police Department valued at a total of \$42,000.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accept the donated kits in a timely fashion to be able to respond to opioid overdoses.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Date: September 22, 2021

202102809

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: ORDINANCE – BARROW OUTLOT LLC PROPERTY SALE AGREEMENT

Attached is an ordinance captioned as follows:

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.

The City of Cincinnati owns certain real property located at the northeast corner of the intersection of Ridge Avenue and Alamo Avenue in the Oakley neighborhood (“Property”), which is under the management and control of the City’s Department of Transportation and Engineering (“DOTE”).

Barrow Outlot LLC (“Petitioners”) desires to purchase the Property from the City for consolidation with Petitioners’ adjoining real property.

The City Manager, upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose, that there is good cause to sell the Property, and that such sale will not be detrimental to the general interest.

The approximate fair market value of the Property is \$45,500, which Petitioners have agreed to pay.

The City Planning Commission approved the sale of the Property at its meeting on July 16, 2021.

The Administration recommends passage of the attached ordinance.

Attachment I – Property Sale Agreement

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

City of Cincinnati
An Ordinance No. _____

CHM
- 2021

BWB

AUTHORIZING the City Manager to execute a *Property Sale Agreement* with Barrow Outlot LLC for the sale of City-owned real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley.

WHEREAS, the City owns certain real property located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley, as more particularly described and depicted in the *Property Sale Agreement* attached to this ordinance as Attachment A and incorporated herein by reference (the "Property"), which Property is under the management and control of the City's Department of Transportation and Engineering ("DOTE"); and

WHEREAS, Barrow Outlot LLC, an Ohio limited liability company ("Petitioner"), desires to purchase the Property from the City for consolidation with Petitioner's adjoining real property; and

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

WHEREAS, the City Manager, being the officer having the custody and control of the Property, and upon consultation with DOTE, has determined that the Property is not needed for transportation or any other municipal purpose; and

WHEREAS, the City's Real Estate Services Division has determined, by professional appraisal, that the approximate fair market value of the Property is \$45,500, which Petitioner has agreed to pay; and

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

WHEREAS, City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property at its meeting on July 16, 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 Agreement* with Barrow Outlot LLC, an Ohio limited liability company ("Petitioner"), in

substantially the form attached to this ordinance as Attachment A, pursuant to which the City of Cincinnati will sell to Petitioner certain real property designated as Hamilton County, Ohio Auditor Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, located at the northeast corner of the intersection of Ridge and Alamo Avenues in Oakley, as more particularly described on Attachment A and incorporated herein by reference (the "Property").

Section 2. That the Property is not needed for transportation or any other municipal purpose.

Section 3. That the fair market value of the Property, as determined by appraisal by the City's Real Estate Services Division, is approximately \$45,500, which Petitioner has agreed to pay.

Section 4. That eliminating competitive bidding in connection with the City's sale of the Property is in the best interest of the City because Petitioner owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and, as a practical matter, no one other than an adjoining property owner would have any use for remnant parcels lacking access to, or frontage on, improved portions of Barrow Avenue.

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

Section 6. That the City's Finance Director is authorized to transfer and appropriate such excess funds from Miscellaneous Permanent Improvement Fund 757 into Capital Improvement Program Project Account No. 980x233xYY2306, "Street Improvements," in which "YY"

represents the last two digits of the fiscal year in which the closing occurs and the proceeds are received, referencing the latter fiscal year if the events occur in different fiscal years.

Section 7. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance, including, without limitation, executing any and all ancillary agreements, deeds, plats, and other documents to facilitate the vacation and sale of the Property to Petitioner, including the execution of a *Property Sale Agreement* in substantially the form attached to this ordinance as Attachment A and incorporated herein by reference.

Section 8. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the land records of Hamilton County, Ohio.

Section 9. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

Property: Ridge Ave and Barrow Ave Parcels

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **BARROW OUTLOT LLC**, an Ohio limited liability company whose tax mailing address is 7162 Reading Rd, Suite 730, Cincinnati, OH 45237 (the "**Purchaser**").

Recitals:

A. The City owns certain real property identified as Auditor's Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, more commonly known as 4904 Ridge Avenue, 4900 Ridge Avenue, and Barrow Avenue respectively, in the Oakley neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Sale Property**"). The Sale Property consists of remnant parcels that were created as a result from the City's Kennedy Connector project and is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Purchaser owns certain real property adjoining the Property to the north of the Sale Property ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property.

C. The City Manager, in consultation with DOTE, has determined that the Sale Property is not needed for any municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$45,500.00.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and as a practical matter no one other than an adjoining property owner would have any use for the remnant parcels lacking access to, or frontage on, Barrow Avenue.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on July 16, 2021.

G. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. []-2021, passed on [], 2021.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$45,500.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

2. Closing.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;
- (iv) Coordinated Report Conditions (CR #20-2021):

(a) DOTE:

- 1. Any existing utilities must be granted easements or relocated at Purchaser's expense.
- 2. Abutting property owners must agree to the sale in writing.
- 3. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.

(b) MSDGC:

- 1. A MSDGC Request for Availability for Sewer Service (RASS) will be required by a project to develop or redevelop these parcels early in its planning process and advisably prior to applying for project permits through the Building and Inspection's Department to avoid project schedule delays. The MSDGC RASS will outline any additional project requirements, such as the need to obtain any MSDGC tap permits, Ohio EPA Permit to Install (if necessary), utilization of licensed and bonded sewer tappers with MSDGC detention requirements and a reminder for the project to coordinate with Storm Water Management Utility (SMU) for additional City of Cincinnati storm water requirements.

(c) GCWW:

- 1. Within the Sale Property, there are two inactive water service lines (H-74110-3/4" and H-78740-5/8") associated with parcels 051-0003-0162 and 051-0003-0127 and one active water service line (H-83527-3/4" associated with parcel 051-0003-0033. Water Works records indicate that the branch material within the right-of-way is copper and the branch materials within the property is lead. In accordance with Cincinnati Municipal Code Chapter 401

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Division M, lead service lines within this property must be replaced with copper service lines. Please contact the Greater Cincinnati Water Works Lead Service Line Coordinator at 513-591-5068.

2. If in the future, the Purchaser or their agents determine the existing water system does not meet their fire and/or domestic water demands, then the Purchaser may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinate Report for the sale of the subject Sale Property in no way relieves the Purchaser of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of the Purchaser and not at the expense of the Water Works.
3. All conditions of water service to the Sale Property, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the subject premises, will be determined upon submission of final plans and application for service. Water service to the Sale Property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(d) Duke Energy:

1. Duke Energy currently has a distribution easement in the location of the Sale Property that will need to be maintained.
2. Duke Electric has a mainline running near these parcels, at the western border and the easement in place will need to be maintained.

(e) Buildings & Inspections:

1. Ensure 4916 Barrow is used for all correspondence (per CPRE).
2. Comply with the recommendations of the Coordinated Site Review.
3. It is required that the Purchaser immediately records a Consolidation Plat adding the Sale Property with all of the Purchaser's Property. No Building Permits for any development can be approved until the Consolidation Plat is recorded.

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

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

(D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C (Form of Quitclaim Deed), provided however that in the event the Purchaser has located all existing utilities on the Property and recorded easements exist for such utilities pursuant to Section 2(A)(iv)(a)(1) above, the blanket reservation to grant easements in the Form of Quitclaim Deed shall be removed. Purchaser shall pay all Hamilton County,

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Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

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

(i) Purchaser is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in 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) Purchaser 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 Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

(iii) Purchaser's execution, delivery and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser 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 Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(v) Purchaser 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 Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(vi) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser 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) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

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5. General Provisions.

(A) **Entire Agreement.** 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.

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

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

(D) **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser 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 discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

(F) **Severability.** If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

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

(H) **Brokers.** Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

(I) **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.

(J) **Conflict of Interest.** No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) **Administrative Actions.** 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.

(L) **Counterparts; E-Signature.** This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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6. **Exhibits**. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description -the Property*
Exhibit B – *Form of Quit Claim Deed*

Executed by the parties on the dates indicated below their respective signatures, effective as of the latest of such dates (the “**Effective Date**”).

BARROW OUTLOT LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162

Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033

Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

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Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327

Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

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Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

EXHIBIT B
to Property Sale Agreement
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

----- space above for recorder -----

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **BARROW OUTLOT LLC**, an Ohio limited liability company, whose tax mailing address is 7162 Reading Rd., Cincinnati, OH 45237, ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the "**Property**").

Property Address:	4904 Ridge Ave, 4900 Ridge Ave, & approx. 0.0018 acre on Barrow Avenue, Cincinnati, OH 45209;
Auditor's Parcel ID Nos.:	051-0003-0162, 051-0003-0033, & 051-0003-0327;
Prior instrument reference:	O.R. 12806, Pg. 1076, Hamilton County, Ohio Records.

Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. [NOTE – TO BE REMOVED IF CONDITIONS REQUIRING LOCATION AND RECORDING OF ALL EXISTING EASEMENTS IN PURCHASE AGREEMENT SATISFIED]

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

[SIGNATURE PAGE FOLLOWS]

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Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

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Exhibit A
to Quitclaim Deed
Legal Description

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162
Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033
Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that

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tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M+E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327
Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

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Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Contract No. _____

Property: Ridge Ave and Barrow Ave Parcels

PROPERTY SALE AGREEMENT

This Property Sale Agreement (this "**Agreement**") is made and entered into on the Effective Date (as defined on the signature page hereof) by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Agreement is 801 Plum Street, Cincinnati, OH 45202 (the "**City**") and **BARROW OUTLOT LLC**, an Ohio limited liability company whose tax mailing address is 7162 Reading Rd, Suite 730, Cincinnati, OH 45237 (the "**Purchaser**").

Recitals:

A. The City owns certain real property identified as Auditor's Parcel ID Nos.: 051-0003-0162, 051-0003-0033, and 051-0003-0327, more commonly known as 4904 Ridge Avenue, 4900 Ridge Avenue, and Barrow Avenue respectively, in the Oakley neighborhood of Cincinnati, Ohio, as described on Exhibit A (Legal Description- the Property) hereto (the "**Sale Property**"). The Sale Property consists of remnant parcels that were created as a result from the City's Kennedy Connector project and is under the management of the City's Department of Transportation and Engineering ("**DOTE**").

B. Purchaser owns certain real property adjoining the Property to the north of the Sale Property ("**Purchaser's Property**"), and desires to purchase from the City the Sale Property to consolidate said Sale Property with Purchaser's Property.

C. The City Manager, in consultation with DOTE, has determined that the Sale Property is not needed for any municipal purpose.

D. The City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Sale Property is \$45,500.00.

E. The City has determined that eliminating competitive bidding in connection with the City's sale of the Sale Property is justified because Purchaser owns an adjoining 0.5042-acre tract of land fronting Barrow Avenue, and as a practical matter no one other than an adjoining property owner would have any use for the remnant parcels lacking access to, or frontage on, Barrow Avenue.

F. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Sale Property to Purchaser at its meeting on July 16, 2021.

G. Execution of this Agreement was authorized by Cincinnati City Council by Ordinance No. [____]-2021, passed on [____], 2021.

NOW, THEREFORE, the parties agree as follows:

1. **Purchase Price.** Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Sale Property to Purchaser, and Purchaser hereby agrees to purchase the Sale Property from the City for \$45,500.00 (the "**Purchase Price**"). Purchaser acknowledges that it is familiar with the condition of the Sale Property and, at Closing (as defined below), the City shall convey the Sale Property to Purchaser in "as is" condition. The City makes no representations or warranties to Purchaser with respect to the condition of the Sale Property and, from and after the Closing, the City shall have no liability of any kind to Purchaser for any defects, adverse environmental condition, or any other matters affecting the Sale Property.

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2. Closing.

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

- (i) Title & Survey: Purchaser's approval of title to the Sale Property and, if obtained by Purchaser, an ALTA property survey of the Sale Property;
- (ii) Inspections, Utilities & Zoning/Building Code Requirements: Purchaser's approval of inspections of the Sale Property, including without limitation environmental assessments and soil assessments, all matters pertaining to utility service for the Sale Property, and all zoning and building code requirements that are applicable to the Sale Property;
- (iii) Plats and Legal Descriptions: Purchaser shall have provided the City with all plats and legal descriptions as required by DOTE, the City Planning Department, and the Hamilton County Auditor and Recorder in connection with the City's sale of the Sale Property;
- (iv) Coordinated Report Conditions (CR #20-2021):

(a) DOTE:

- 1. Any existing utilities must be granted easements or relocated at Purchaser's expense.
- 2. Abutting property owners must agree to the sale in writing.
- 3. No Auditor's parcels shall be landlocked by this vacation/sale. If possible, potential landlocked parcels should be consolidated with parcels having legal street frontage.

(b) MSDGC:

- 1. A MSDGC Request for Availability for Sewer Service (RASS) will be required by a project to develop or redevelop these parcels early in its planning process and advisably prior to applying for project permits through the Building and Inspection's Department to avoid project schedule delays. The MSDGC RASS will outline any additional project requirements, such as the need to obtain any MSDGC tap permits, Ohio EPA Permit to Install (if necessary), utilization of licensed and bonded sewer tappers with MSDGC detention requirements and a reminder for the project to coordinate with Storm Water Management Utility (SMU) for additional City of Cincinnati storm water requirements.

(c) GCWW:

- 1. Within the Sale Property, there are two inactive water service lines (H-74110-3/4" and H-78740-5/8") associated with parcels 051-0003-0162 and 051-0003-0127 and one active water service line (H-83527-3/4" associated with parcel 051-0003-0033. Water Works records indicate that the branch material within the right-of-way is copper and the branch materials within the property is lead. In accordance with Cincinnati Municipal Code Chapter 401

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Division M, lead service lines within this property must be replaced with copper service lines. Please contact the Greater Cincinnati Water Works Lead Service Line Coordinator at 513-591-5068.

2. If in the future, the Purchaser or their agents determine the existing water system does not meet their fire and/or domestic water demands, then the Purchaser may need to upgrade the water mains in their area to meet their future water demands. The Water Works approval of this Coordinate Report for the sale of the subject Sale Property in no way relieves the Purchaser of their responsibility to potentially upgrade the water system to meet their future fire and domestic water demands. This work will be performed at the expense of the Purchaser and not at the expense of the Water Works.
3. All conditions of water service to the Sale Property, including the location of attachment to the public water system, and abandonment of any existing water service branches that presently serve the subject premises, will be determined upon submission of final plans and application for service. Water service to the Sale Property is subject to all rules, regulations, and current practices and policies of the Cincinnati Water Works.

(d) Duke Energy:

1. Duke Energy currently has a distribution easement in the location of the Sale Property that will need to be maintained.
2. Duke Electric has a mainline running near these parcels, at the western border and the easement in place will need to be maintained.

(e) Buildings & Inspections:

1. Ensure 4916 Barrow is used for all correspondence (per CPRE).
2. Comply with the recommendations of the Coordinated Site Review.
3. It is required that the Purchaser immediately records a Consolidation Plat adding the Sale Property with all of the Purchaser's Property. No Building Permits for any development can be approved until the Consolidation Plat is recorded.

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

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

(D) Closing Costs and Closing Documents. At the Closing, (i) Purchaser shall pay the Purchase Price in full, and (ii) the City shall convey all of its right, title and interest in and to the Sale Property to Purchaser by *Quitclaim Deed* in the form of Exhibit C (Form of Quitclaim Deed), provided however that in the event the Purchaser has located all existing utilities on the Property and recorded easements exist for such utilities pursuant to Section 2(A)(iv)(a)(1) above, the blanket reservation to grant easements in the Form of Quitclaim Deed shall be removed. Purchaser shall pay all Hamilton County,

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Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Purchaser shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and any and all other customary closing documents that are necessary for the Closing, in such forms as are approved by the City. The City shall not however be required to execute a title affidavit at Closing or other similar documents pertaining to title, it being acknowledged by Purchaser that the City is selling the Property "as is." Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Purchaser shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed by Purchaser to the City. The provisions of this Agreement shall survive the City's execution and delivery of the *Quitclaim Deed* and shall not be deemed to have been merged therein.

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

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

(i) Purchaser is an Ohio limited liability company duly organized and validly existing under the laws of the State of Ohio, is authorized to transact business in 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) Purchaser 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 Purchaser and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Purchaser.

(iii) Purchaser's execution, delivery and performance of this Agreement and the transaction contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or any mortgage, contract, agreement or other undertaking to which Purchaser is a party or which purports to be binding upon Purchaser or upon any of its assets, nor is Purchaser 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 Purchaser, threatened against or affecting Purchaser, at law or in equity or before or by any governmental authority.

(v) Purchaser 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 Purchaser that could reasonably be expected to interfere substantially or materially and adversely affect its financial condition or its purchase of the Sale Property.

(vi) The statements made in the documentation provided by Purchaser to the City have been reviewed by Purchaser 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) Purchaser does not owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

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5. General Provisions.

(A) Entire Agreement. 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.

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

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

(D) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and assigns. Purchaser 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 discretion, and any attempt to do so without the City's consent shall, at the City's option, render this Agreement null and void.

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

(F) Severability. If any part of this Agreement is held by a court of law to be void, illegal or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

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

(H) Brokers. Purchaser represents to the City that Purchaser has not dealt with any real estate brokers and agents in connection with its purchase of the Sale Property.

(I) 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.

(J) Conflict of Interest. No officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the property sale shall have any personal financial interest, direct or indirect, in the property sale, and Purchaser shall take appropriate steps to assure compliance.

(K) Administrative Actions. 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.

(L) Counterparts; E-Signature. This Agreement may be executed via electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute but one and the same instrument.

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6. **Exhibits.** The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description -the Property*
Exhibit B – *Form of Quit Claim Deed*

Executed by the parties on the dates indicated below their respective signatures, effective as of the latest of such dates (the “**Effective Date**”).

BARROW OUTLOT LLC,
an Ohio limited liability company

By: _____

Printed Name: _____

Date: _____, 2021

[City signatures on the following page]

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Recommended by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

EXHIBIT A
to Property Sale Agreement

Legal Description -the Property

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162

Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033

Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

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Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23" East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

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Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327

Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

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Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

EXHIBIT B
to Property Sale Agreement
to Property Sale Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

----- space above for recorder -----

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), for valuable consideration paid, hereby grants and conveys to **BARROW OUTLOT LLC**, an Ohio limited liability company, whose tax mailing address is 7162 Reading Rd., Cincinnati, OH 45237, (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto (the “**Property**”).

Property Address:	4904 Ridge Ave, 4900 Ridge Ave, & approx. 0.0018 acre on Barrow Avenue, Cincinnati, OH 45209;
Auditor’s Parcel ID Nos.:	051-0003-0162, 051-0003-0033, & 051-0003-0327;
Prior instrument reference:	O.R. 12806, Pg. 1076, Hamilton County, Ohio Records.

Creation of Utility Easement: The City hereby reserves and creates a public utility easement on, over, or under any portion of the Property encumbered by utility facilities such that any public utility affected by this conveyance shall be deemed to have a permanent easement in such portions of the Property for the purpose of maintaining, operating, renewing, reconstructing, and removing said utility facilities and for purposes of access to said facilities. [NOTE – TO BE REMOVED IF CONDITIONS REQUIRING LOCATION AND RECORDING OF ALL EXISTING EASEMENTS IN PURCHASE AGREEMENT SATISFIED]

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

[SIGNATURE PAGE FOLLOWS]

{00344089-2}

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgment. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved by:

John S. Brazina, Director
Department of Transportation and Engineering

Approved as to Form:

Assistant City Solicitor

This instrument prepared by:

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

{00344089-2}

Exhibit A
to Quitclaim Deed
Legal Description

Tract 1:

Auditor's Parcel ID No.: 051-0003-0162
Commonly Known as: 4904 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0732 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11162, Page 1633 and being a portion of Lot 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 18 of B.D. Barton's Subdivision and the southwesterly corner of Lot 19 and that tract of land, as described in a deed to Frederick E. and Donna R. Debra, Trustees, of record in Official Record 10401, Page 2738 and being the TRUE PLACE OF BEGINNING;

Thence South 84°23'53" East, along the northerly line of said City of Cincinnati tract and the southerly line of said Debra tract, a distance of 107.70 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 17°18'33", an arc length of 42.83 feet, the chord of which bears South 44°13'39" West, a chord distance of 42.67 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11146, Page 1822;

Thence along said southerly line and northerly line, North 84°23'51" West, a distance of 80.77 feet to a point at said easterly right of way line of Ridge Road;

Thence North 05°05'23 East, a distance of 33.33 feet to the TRUE PLACE OF BEGINNING and containing 0.0732 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 2:

Auditor's Parcel ID No.: 051-0003-0033
Commonly Known as: 4900 Ridge Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being the remaining 0.0411 acre tract of land located in that

{00344089-2}

tract of land as described in deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being portions of Lots 17 and 18 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point being the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision and the TRUE PLACE OF BEGINNING;

Thence North 05°05'23 East, along the easterly right of way line of said Ridge Avenue, a distance of 16.67 feet to a point being the northwesterly corner of said City of Cincinnati tract also being the southwesterly corner of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11162, Page 1633;

Thence South 84°23'51" East, along the northerly line and southerly line of said City of Cincinnati tracts, a distance of 80.77 feet to an iron pin set;

Thence with a new division line through said City of Cincinnati tract, with the arc of a curve to the right, having a radius of 141.77 feet, a central angle of 28°36'00", an arc length of 70.77 feet, the chord of which bears South 67°10'56" West, a chord distance of 70.03 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 61°11'31" West, with a new division line through said City of Cincinnati tract, a distance of 20.62 feet to an iron pin set in said easterly right of way line of Ridge Road;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Road, a distance of 8.54 feet to the TRUE PLACE OF BEGINNING and containing 0.0411 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

Tract 3:

Auditor's Parcel ID No.: 051-0003-0327
Commonly Known as: Barrow Avenue

Situated in the State of Ohio, County of Hamilton, City of Cincinnati, Section 22, Township 4, Fractional Range 2, Between the Miamis, being a 0.0018 acre tract of land located in that tract of land as described in a deed to The City of Cincinnati, of record in Official Record 11146, Page 1822 and being a portion of Lot 17 as shown and delineated upon the plat "B.D. Barton's Subdivision", a subdivision of record in Plat Book 3, Page 183, all references herein being to the records located in the Recorder's Office, Hamilton County, Ohio and being more particularly described as follows;

Beginning for REFERENCE at a point at the northwesterly corner of said Lot 17 of B.D. Barton's Subdivision; Thence South 05°05'23" West, along the easterly right of way line of said Ridge Avenue, a distance of 8.54 feet to an iron pin set being the TRUE PLACE OF BEGINNING;

{00344089-2}

Thence South 61°11'31" East, through said City of Cincinnati tract with a new division line, a distance of 20.62 feet to an iron pin set in the southerly line of said City of Cincinnati tract and the northerly line of that tract of land, as described in a deed to City of Cincinnati, of record in Official Record 11185, Page 1620;

Thence North 84°23'51" West, along said northerly line and southerly line, a distance of 18.88 feet to a point at said easterly right of way line of Ridge Avenue;

Thence North 05°05'23" East, along said easterly right of way line of Ridge Avenue, a distance of 8.12 feet to the TRUE PLACE OF BEGINNING and containing 0.0018 acre of land.

Bearings herein are based on ties to the City of Cincinnati control monuments 2509 and 2510 as set forth in a plat of survey of record in Plat Book 350, Page 45.

Iron pins set, per recorded plat, consist of a 5/8" x 30" rebar with a plastic cap inscribed "M-E COMP S-6872."

This description was prepared by M•E Companies, Civil Engineering Group, Cincinnati, Ohio by Patrick Finn, P.S. No. 7181, per recorded plat, and is based on a field survey performed under the direction of Robert Wynd, P.S. No. 6872, in April, 2008.

September 22, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202102810**

Subject: Crossing Guard and Pedestrian Safety Improvements for Schools

Reference Document #202102676

On September 9, 2021, City Council referred the following motion for a report:

MOTION, dated 8/31/2021, submitted by Councilmember Keating, WE MOVE that the City Administration provide a REPORT regarding the feasibility and cost of staffing Crossing Guards at the locations outlined by CPS, adding crosswalks to the locations outlined by CPS, installing School Zone Flashers at the locations outlined by CPS, and providing additional Traffic Control at the schools outlined by CPS. WE FURTHER MOVE that the administration also include alternative methods of addressing these issues, if relevant. The requests outlined by CPS will be attached to the document and have been discussed and compiled by the crossing guard coordinator and city planners. WE FURTHER MOVE that this report addresses any other requests by the community that were brought to light during the Budget and Finance Committee Meeting on Monday, August 30th during the conversation around the METRO/CPS decision...

Crossing Guards

Under an existing contract with Cincinnati Public Schools (CPS), the City of Cincinnati has agreed to employ, train, and supervise crossing guards to facilitate the safe and orderly transit of students to and from school. Under the contract, CPS has agreed to reimburse the City for 100% of all wages, overtime, applicable training costs, and other compensation and benefits of the crossing guards and pay an administrative fee equal to 7.5% of aggregate crossing guard compensation costs. Beyond this reimbursement mechanism, a method for setting the wages of the crossing guards is not further addressed in the agreement. Crossing guards are seasonal and part-time employees of the City, so in accordance with the City's Living Wage policy set forth in Cincinnati Municipal Code 317 the Administration has set their current wage rate at \$11.01 an hour.

The agreement sets forth the number and location of crossing guards and further provides that CPS may, at any time, request changes to the number of crossing guards or their location. To ensure open lines of communication, the City Manager's Office met with CPS leadership earlier this year and has provided contact information for CPS to reach out with any concerns regarding City-related issues. To date, the City Administration has not received a request from CPS to change the current locations or number of crossing guards.

As additional context, one historical reason for the arrangement of crossing guards as City employees is that the Ohio Department of Transportation (ODOT) previously recommended that crossing guards be appointed by the local law enforcement agency and that such law enforcement agency should be responsible for selection, training, and supervision of crossing guards. However, ODOT updated their guidance in 2012 to remove this recommendation, and currently Article IV, Section 2-B of the Cincinnati Administrative Code grants independent authority to both the City Manager and CPS to appoint crossing guards. Accordingly, there is no longer a binding requirement that all school crossing guards must be City employees.

In response to the inquiry in the motion, in order to add crossing guards to the locations identified, CPS must simply follow the process set forth under the agreement and request such changes to the number and location of crossing guards as set forth in the agreement. Pursuant to the agreement, the financial responsibility for any cost increase for additional crossing guards will rest with CPS.

Pedestrian Safety Improvements

In response to the request for an assessment of the feasibility and costs of various pedestrian safety improvements, including crosswalks, school zone flashers, and other traffic control improvements: the City's Department of Transportation and Engineering (DOTE) has been working since the beginning of the school year with CPS and the Southwest Ohio Regional Transit Authority on some of the items identified in the motion and will continue that work to determine feasibility and currently available funding.

DOTE indicates that preliminary cost estimates for the identified proposed improvements, for carryover discussion purposes, total \$125,000. The City Administration cautions that the amount is only an estimate. Actual costs may be higher depending on fluctuating resources and availability.

September 22, 2021

To: Mayor and Members of City Council
 From: Paula Boggs Muething, City Manager **202102811**
 Subject: Mental Health Services Available to Law Enforcement Officers

REFERENCE DOCUMENT #202100943

On March 16, 2021, the Law and Public Safety Committee referred the following for a report:

MOTION, (AMENDED), submitted by Councilmember Keating, Goodin, Mann, Kearney and Vice Mayor Smitherman, Police officers experience multiple traumatic events throughout their entire career. A study in 2015 showed that the average law enforcement officers experience 188 critical incidents over the extent of their career. In response to the trauma, they see in their everyday lives, law enforcement officers can turn to negative coping mechanisms, experience symptoms of and/or develop PTSD, as well as other mental health disorders adding unneeded and additional stress to their already stressful profession. Accordingly, WE MOVE that the Administration provide a full report regarding the mental health services available to law enforcement officers, including but not limited to counseling services, mental health training, and emotional health training. * Moreover, WE MOVE that the Administration provide an additional report on the number of officers who are currently utilizing the mental health... (BALANCE OF MOTION ON FILE IN THE CLERK'S OFFICE).

MENTAL HEALTH SERVICES AVAILABLE TO LAW ENFORCEMENT OFFICERS

On July 20, 2021, the Cincinnati Police Department (CPD) rolled out the mobile app CordicoShield Wellness for employees of CPD, the City's Emergency Communication Center (ECC) and the Cincinnati Fire Department (CFD). This app provides on-demand confidential peer support 24 hours a day, anonymous self-assessments tools targeting critical incidents, depression, and suicide risk, with geo-mapping of vetted therapists and one-touch calling. CPD continues to promote the app via email and the distribution of marketing materials at roll call and in-person trainings.

This new mobile app complements the City's Public Employee Assistance Program and the following mental health resources available to CPD, ECC, and CFD.

- Trained Peer Support Team:** comprised of approximately 80 sworn and civilian personnel who provide confidential on-demand assistance to handle a variety of personal and professional stress, and operates confidentially with the support of the Department. CPD codeveloped and sits on the board of the Tristate First Responder Peer Support Team, which provides access to nearly a hundred trained peers from outside agencies of varying disciplines (police, fire, dispatch, EMS, corrections, etc.) for employees more comfortable with outside peer support.

- **Critical Incident Stress Management (CISM) Team:** a cooperative team of 28 CPD employees and University of Cincinnati Police Officers certified by the International Critical Incident Stress Foundation and registered with the Ohio Critical Incident Stress Network. These peers receive specialized training to help employees cope with trauma exposure and critical incidents and are “deployed” immediately following a critical incident to begin ongoing and continuous employee support. Confidentiality for this team is protected under Ohio Revised Code. The next training for new CISM members will be held in late September and is open to ECC employees.
- **Police Clergy Team:** under the direction of Rev. Mark Pruden, who has experience in counseling and in religious leadership and is widely respected by CPD Officers as a valuable resource.
- **Military Liaison Support Group:** connects CPD veterans with mental health resources through the VA.

Outside mental health resources primarily referred to by CPD peer support teams are:

- **Beckett Springs Help for Heroes Program:** Beckett Springs Hospital is a 24/7 mental health hospital which can assess an employee for multiple levels of care from inpatient to outpatient treatment. This is the Peer Team’s and FOP’s preferred facility for an officer in crisis needing to be admitted for psychiatric care and receives excellent reviews from officers and dispatchers completing the Help for Heroes program.
- **UC Stress Center:** treats PTSD and cumulative stress and was developed to provide evidence-based care for the first responder population. This facility, which comes highly recommended by officers, accepts City insurance and offers a gap fund to assist with out-of-pocket expenses so officers can receive care at this facility at no out-of-pocket charge.
- **Pinpoint Behavioral Health:** a group of clinicians with first responder backgrounds (many were officers, EMTs or veterans) who also provide services to families of officers. They offer unconventional treatment settings such as outdoor “adventure therapy” or “equine therapy,” which can alleviate some of the apprehension associated with a traditional therapy setting.
- **Gary Lee, LISW:** a retired Cincinnati Police Captain, Gary Lee is now a practicing therapist with extensive insight into first responder culture. Mr. Lee primarily sees first responders in his practice and serves as a consultant for the Help for Heroes program.
- **Whole Health Behavioral:** specializing in first responder treatment, this mental health group is a preferred resource of the state and local FOP.
- **Helping Heroes Heal:** this nonprofit organization started as a grassroots meeting of local first responders, veterans, and other medical care professionals looking to support mental health and each other. The program now has a sitting clinician at all monthly meetings for attendees needing more intensive care than simply group support.

MENTAL HEALTH SERVICES AVAILABLE TO ALL CITY OF CINCINNATI EMPLOYEES

The Public Employees Assistance Program (PEAP) is a professional counseling service, free of charge, for full and part-time City employees and their family members, and helps employees resolve problems that might affect personal well-being and job performance. PEAP now has 2 counselors certified in Eye Movement Desensitization and Reprocessing (EMDR) treatment of posttraumatic stress disorder (PTSD) and traumatic events. A tri-fold brochure about EMDR is attached. Normal PEAP office hours are 8:30am-5:00pm weekdays; however, counseling appointments are available in the evenings along with a 24-hour emergency answering service. Employees can get help from PEAP by calling 513-421-7600.

Full-time employees enrolled in the City's group insurance plan can take advantage of behavioral health treatments, mental health, and substance use disorder services, as these services are considered "essential health benefits" under the City's plan and are not subject to lifetime or annual dollar maximums. The following services are covered under the City's plan:

- Inpatient services in a hospital or any facility including psychotherapy, psychological testing, electroconvulsive therapy, and detoxification.
- Residential treatment in a licensed residential treatment center that offers individualized and intensive treatment and includes observation and assessment by a physician weekly or more often, rehabilitation, and therapy.
- Outpatient services including office visits, therapy and treatment, partial hospitalization/day treatment programs, intensive outpatient programs and intensive in-home behavioral health services.
- Online medical visits with a doctor – such as Live Health Online.
- Examples of providers covered include psychiatrist, psychologist, neuropsychologist, independent social workers, professional clinical counselors, professional counselors, licensed clinical social worker (L.C.S.W.), mental health clinical nurse specialist, licensed marriage, and family therapist (L.M.F.T.), licensed professional clinical counselor (L.P.C.C.) or any agency licensed by the state to give these services.

SUMMARY

As of July 2021, a new customized mobile app is now available for CPD, ECC, and CFD through CordicoShield Wellness that provides on-demand wellness support specially developed for law enforcement, firefighters, and dispatchers. CordicoShield provides anonymous peer support, instructional videos, geo-mapping of vetted therapists with one-touch calling, and on-demand behavioral health and cognitive strength tools that target trauma and stress response, suicide risk and prevention, and much more. This new mobile app complements services available to CPD through the City's group insurance plan, the City's Public Employee Assistance Program, and CPD's peer support teams.

Attachment



What is different about EMDR?

- EMDR focuses on the brain's ability to constantly learn, taking past experiences, and updating them with present information.
- Adaptive learning is constantly updating memory network systems.
- Past emotionally-charged experiences often interfere with your updating process.
- EMDR breaks through that interference and helps let go of the past and update your experiences to a healthier present perspective.
- EMDR uses a set of procedures to organize your negative and positive feelings, emotions, and thoughts, and then uses bilateral stimulation, such as eye movements or alternating tapping, as the way to help you effectively work through those disturbing memories.



What is EMDR?

EMDR, as with most therapy approaches, focuses on the individual's present concerns. The EMDR approach believes past emotionally-charged experiences are overly influencing your present emotions, sensations, and thoughts about yourself. As an example: "Do you ever *feel* worthless although you *know* you are a worthwhile person?"

EMDR processing helps you break through the emotional blocks that are keeping you from living an adaptive, emotionally healthy life.

EMDR uses rapid sets of eye movements to help you update disturbing experiences, much like what occurs when we sleep. During sleep, we alternate between regular sleep and REM (rapid eye movement). This sleep pattern helps you process things that are troubling you.

EMDR replicates this sleep pattern by alternating between sets of eye movements and brief reports about what you are noticing. This alternating process helps you update your memories to a healthier present perspective.



What is EMDR?



EMDR Consulting, LLC
www.emdrconsulting.com





Is it necessary to tell my therapist all the details about my problems in order for them to be processed?

- No, it is not necessary to talk about all the details of your experiences for them to be processed.

Will I get emotional?

- Yes, you may. Emotions and sensations may come up during processing; although, you will be prepared and your therapist will help you safely manage them. Once they are processed, they rarely come back!

Is EMDR like hypnosis?

- No. During EMDR processing, you are present and fully in control.

Is EMDR a brief treatment?

- EMDR, as with all treatment approaches, will help you accomplish your treatment goals.
 - The length of time that it takes is dependent upon the complexity of your problems.
 - Frequently, EMDR is only one of several treatment approaches that will be used to help you reach your treatment goals.

What does an EMDR session look like?



Overall Treatment Planning

- You have come to treatment expressing concerns.
- Your therapist will help you understand the dynamics of the presenting concerns and how to adaptively manage them.
- An overall treatment plan will be developed that will accomplish your goals.
- Within that treatment plan, EMDR, along with other therapy approaches, will be used to accomplish your treatment goals.

The EMDR session:

- You will be asked a set of questions to access and activate the negative experience and the desired adaptive resolution.
- Sets of rapid eye movement (or other forms of bilateral stimulation) will be applied.
- You will be encouraged to just “free associate” and allow the brain to work through the experience.
- Sets of eye movements will be alternated with brief reports about what you are experiencing.
- EMDR processing will continue until the past experience has been updated to an adaptive present perspective.
 - With long standing issues, this process may take multiple sessions.

Using what you’ve learned

- Once the disturbing experiences have been updated, you and your therapist will work together to integrate these new insights and perspectives into your daily life.

Provided by EMDR Consulting, LLC: www.emdrconsulting.com

September 22, 2021

TO: Members of the Budget and Finance Committee

FROM: Paula Boggs Muething, City Manager **202102812**

SUBJECT: City Roadway Improvements and Traffic Calming in the FY 2022 Budget

REFERENCE DOC. #202102165

The Budget and Finance Committee referred for a report at its session on June 21, 2021, the following Motion:

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:

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

The following summarizes the assessment by the Office of Budget and Evaluation and the Department of Transportation and Engineering (DOTE) for roadway improvements and traffic calming devices on specific city streets for FY 2022.

Warsaw Avenue (Kroger crosswalk) – DOTE installed a pedestrian-triggered flashing light at this location in 2018. Staff has also worked with the East Price Hill Community Council to develop a new street design that will calm traffic throughout the Warsaw corridor and make it easier for pedestrians to cross the street. Approximately \$400,000 is needed to complete the engineering drawings, and approximately \$5,000,000 is needed for construction.

Rockdale Avenue (Rockdale Academy) – There have been 7 parked car crashes on this block since 2018. Given the proximity of the school, DOTE will evaluate this location for speed cushions in FY 2022 and score/compare it to other priority locations.

Harrison Avenue (2200 block) – Data shows that there is an above average number of wet weather accidents near the curve in this block of Harrison Avenue. DOTE evaluated Harrison Avenue in this area and determined two possible improvements: 1) Install new curve warning signs that are missing; this has been completed. 2) Install a high friction surface treatment (HFST) on the roadway. DOTE anticipates the cost to be \$250,000 for a HFST.

DOTE is also working with the Westwood Civic Association, Westwood Community Urban Redevelopment Corporation, and the South Fairmount Community Council to develop new street design options that will calm traffic throughout the Harrison Avenue corridor.

Hamilton Avenue (Hamilton & Lingo) – DOTE installed a pedestrian-triggered flashing light at this intersection in 2018. This intersection is not currently on the Northside Community Council Transportation Subcommittee's list of priority locations for improvement.

Virginia Avenue & Kirby Avenue – This intersection is not currently on the Northside Community Council Transportation Subcommittee's list of priority locations for improvement.

Route 50/River Road (Sayler Park) – DOTE has 2 projects planned for River Road:

1. From Fairbanks Avenue to Anderson Ferry Road: This will be an Ohio Department of Transportation (ODOT) Urban Paving project. It is scheduled for 2022/2023.
2. From Anderson Ferry Road to Dart Street: This will also be an ODOT Urban Paving project. It is scheduled for 2023/2024.

Community Council support for projects, whenever possible, is critical as it can help the City prioritize specific roadway improvements.

It is also important that the City partner with ODOT on large rehabilitation projects such as the projects for River Road/US Route 50. The funding split between ODOT and the City is 50/50. As such, the City only pays 50% of the total cost of the rehabilitation work, preserving local resources for other projects.

cc: William "Billy" Weber, Assistant City Manager
John S. Brazina, Director, Transportation and Engineering

September 22, 2021

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

202102824

SUBJECT: Use of Fleet Replacement Budget for West Fork Incinerator

REFERENCE DOCUMENT #202102306

City Council adopted the following Motion at its session on June 23, 2021:

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.

Fleet Replacements:

The FY 2022 Approved Capital Budget includes \$10.5 million for the capital improvement program “Fleet Replacements” project. Of that, an estimated \$5.9 million or nearly 60% of the budget amount is used for public safety related vehicles. The remaining 40% is allocated to non-public safety departments, including approximately 20% to the Public Services for snowplows and garbage packers, 15% to the Parks and Recreation departments for groundskeeping equipment and replacement vehicles, and the remaining 5% for other departments’ administrative vehicles. The administrative vehicles are primarily electric vehicles that help the City green its fleet and reduce operational costs for fuel. The following table provides the breakdown of the FY 2022 Fleet Replacement Plan by department:

Department of Public Services - Fleet Services Division
FY 2022 FLEET REPLACEMENT PLAN COST * **

Dept.	Department Description	Dollars	% of Plan
0090	ETS	\$ 40,000	0.40%
0091	RCC	N/A	
0104	OES	\$ 40,300	0.40%
0135	Risk	\$ 50,000	0.50%
0190	Recreation	\$ 697,958	6.98%
0200	Parks	\$ 837,508	8.38%
0212	Buildings	\$ 59,000	0.59%
0222	Police	\$ 2,929,833	29.30%
0233	DOT	\$ 388,525	3.89%
0248	Parking	\$ 50,000	0.50%
0251	DPS	\$ 1,938,508	19.39%
0260	Health	\$ 44,000	0.44%
0271	Fire	\$ 2,924,318	29.24%
TOTAL		\$ 9,999,950	

* Estimated 10 to 15% of all purchases will be green vehicles.

** Estimated 25% of all purchases will be with idle mitigation technologies.

NOTE 1: Difference between replacement plan \$ and budget of \$10,484,000 is the cost of make ready and upfitting vehicles after manufacture.

A reduction in funding of this size would require increases in the operating budgets of the non-public safety departments due to the increased expense of maintaining the older fleet vehicles and keeping them operational for a longer period of time. This includes increased expenses for additional parts, repair, and maintenance. The City's General Fund budget for fleet maintenance in FY 2022 includes \$8.1 million for automotive maintenance expenses. Of that amount, \$5.8 million is for Police and Fire with the remaining \$2.3 million for all other General Fund departments. For every year a vehicle is kept past its designated replacement date, operating costs increase an estimated 10% to 15% (depending on the vehicle type and its application). Therefore, additional General Fund operating budget resources would need to be identified for maintenance if the fleet replacement funds are reduced.

In addition to increased expense, by not keeping to a regular schedule of replacing vehicles when they are past their useful life, the City will realize a lesser return for the used vehicles at auction. Finally, older and outdated equipment can impact public perception of the quality of public services being delivered by the City.

West Fork Incinerator Costs:

The \$2.5 million cost to remove the West Fork Incinerator is an estimate based primarily on a hazardous materials survey conducted in 1998. However, given the age of this survey and other contingencies, additional due diligence work is needed to

affirm the actual cost of abatement and removal of the former incinerator. Until this additional due diligence is completed, the Administration cannot verify that \$2.5 million will cover the cost of completing the removal project. With that context, the primary environmental concerns identified in the 1998 survey were the following:

- The incinerator has a substantial amount of accessible and inaccessible asbestos containing materials both friable and non-friable, and
- The incinerator has a substantial amount of ash and refractory brick that, based on limited sampling and analysis, is characteristically hazardous for cadmium and lead.

The 1998 survey included an asbestos abatement cost estimate, but the estimate had cost contingencies and qualifiers in it due to several unknowns that could significantly affect the actual abatement and demolition cost range for the building. To generate the current project estimate, the City had to in-part rely on information from the City's demolition of the former Center Hill Incinerator in 2005 and on research of recent and similarly planned waste incinerator demolition projects identified in several other municipalities.

Due to the amount of time that has passed since the survey results were received, the necessity of relying on other similar project information, and the worsening structural deterioration that has occurred over time, an updated assessment of the West Fork Incinerator will be necessary to develop project specifications and better estimate costs to solicit contractor bids. A new hazardous materials survey is likely to cost approximately \$100,000 to complete.

Additionally, the Administration is currently pursuing grant opportunities for this project, which would reduce required City funding. Of particular importance is the new Ohio Development Services Agency (ODSA) "Brownfield Remediation Program" that will provide grants for site remediation throughout Ohio and was funded by a \$350 million appropriation in the recent FY 2022 State of Ohio Budget. ODSA will be promulgating rules to ensure the program is operational by the end of September 2022.

Conclusion:

Given the need for additional due diligence, the potential to secure external grant funding, and the negative operational and financial impacts from utilizing vehicles beyond targeted replacement dates, the City Administration does not recommend reducing the fleet replacement capital project for the proposed purpose.

cc: William "Billy" Weber, Assistant City Manager

September 10, 2021

202102725

TO: Mayor and Members of City Council

FROM: Paula Boggs Muething, City Manager

SUBJECT: Department of Finance Report for the Fiscal Year Ended June 30, 2021 (unaudited)

The following report provides an overview of the City of Cincinnati's financial condition for the fiscal year (FY) ending June 30, 2021. Final revenue and expenditures are compared against the estimates for the fiscal year. Revenues and expenditure trends are reviewed, followed by an explanation of the General Fund's year-end carryover balance.

General Fund 2021 Fiscal Year-End Balance

As described in the FY 2021 Carryover to FY 2022 Report (Item #202102726), the FY 2021 carryover process must account for an estimated \$50 million dollar income tax refund liability, arising from the state law passed in response to the pandemic that permitted businesses to continue to withhold income tax revenue based on an employee's principal place of work. Once this liability is accounted for, the City's Stabilization Funds Policy generates \$3.16 million for one-time uses. As shown in the summary table below, the City's General Fund ended FY 2021 with an actual carryover amount of \$71.2 million including \$6.4 million net FY 2020 carryover. This represents an increase in the FY 2021 carryover balance of \$64.8 million. This is primarily the result of the changes in state law relating to withholding and other related pandemic impacts that have caused revenues to exceed the estimate by \$67.9 million, the cancellation of \$2.6 million in prior year encumbrances, and expenditure savings of \$12.4 million primarily due to saving strategies implemented as a result of the COVID-19 pandemic.

General Fund Resources, Expenditures and Carryover (in thousands)

	FY 2021 Final Budget per CFS and After FY2020 Close-out Adj.	FY 2021 Unaudited After FY2020 Close-out Adj.	\$ Change
Resources:			
Revenues	\$414,870	\$482,836	\$67,966
Transfers In	\$1,989	\$1,989	\$0
Transfers In from Reserves	<u>3,225</u>	<u>3,225</u>	<u>\$0</u>
<i>Total Resources</i>	420,084	488,050	67,966
Expenditures:			
Operating Expenditures	415,953	403,518	(\$12,435)
Operating Expenditures related to 2020 close-out	<u>(2,729)</u>	<u>(2,729)</u>	<u>\$0</u>
Operating Expenditures net of 2020 close-out adjustments	413,224	400,789	(12,435)
Transfers Out net of 2020 close-out adjustments	<u>25,035</u>	<u>25,035</u>	<u>0</u>
<i>Net Expenditures and Transfers Out</i>	438,259	425,824	(12,435)
 Operating Surplus/Deficit	 (18,175)	 62,226	 80,401
 Cancelled Prior Year Encumbrances	 <u>0</u>	 <u>2,649</u>	 <u>2,649</u>
 Net Surplus	 (18,175)	 64,875	 83,050
 Prior Year Carryover after FY2020 close-out adjustments	 <u>6,363</u>	 <u>6,363</u>	 <u>0</u>
Cash Basis Carryover Balance FY2021	(11,812)	\$71,238	83,050

What follows is a brief explanation of resources received and expenditures that occurred throughout the year to achieve the ending FY 2021 carryover balance.

Total Resources

General Fund Revenues – Actual FY 2021 revenues of \$482.8 million were above revenue estimates of \$414.9 million by \$67.9 million, or 14%. Overall revenues ended above the estimates due to strong income tax collections in the fiscal year and continued positive collections in several other areas throughout the year. Below are factors that affected revenues:

Favorable Variances:

- Property Tax revenues were above the estimate by \$3.8 million as the result of higher assessed property values utilized by the County Auditor.
- Income Tax revenues exceeded estimates by \$68.8 million. The revenue collected includes income tax collected from nonresidents who worked remotely outside the City due to the COVID-19 pandemic in the first half of 2021, which may be subject to refund. As described, the Administration estimates that the potential refund liability will be approximately \$50 million.
- Local Government results were \$1.2 million better than expected due to increased revenue collections from the State of Ohio General Revenue tax sources.
- License and Permit fees were \$580k above the estimate primarily due to Commercial Solid Waste Franchise Fees.

- Building and Inspections' charges for services ended the year \$686k over the estimate.
- Short Term Rental Excise Tax exceeded estimates by \$310k.
- Investment Income was above the estimate by \$487k as a result of higher than projected returns.
- Fire was \$479k better than expected due to a more comprehensive billing process initiated by our Emergency Medical Services (EMS) billing vendor.

Unfavorable Variances:

- Admission Tax revenue ended the year \$1.4 million below the estimate as a result of cancelled events and limited capacity in venues for most of the fiscal year due to the COVID-19 pandemic.
- Fines, Forfeitures and Penalties ended \$2 million under the estimate due to amnesty policies put in place as a result of the pandemic and fewer parking tickets and civil citations issued as a result of the pandemic.
- Parking Meter revenue was \$2.2 million less than the estimate as a result of the COVID-19 pandemic.
- Also, transfers from the Restricted Fund to the General Fund did not occur contributing to the negative variance.

Total Expenditures

Actual FY 2021 operating expenditures of \$403.5 million, which are a combination of actual expenditures and encumbrances, were less than the Approved FY 2021 Budget by \$12.4 million. This total includes \$2.7 million of one-time expenditures that were approved during FY 2021 but are not recurring annual expenditures. The majority of the savings came in the form of position vacancy savings (salaries and benefits) which was primarily the result of a city-wide hiring freeze for the first four months of FY 2021. These strategies were enacted to generate savings to offset expected revenue shortfalls caused by the pandemic. Also, non-personnel spending was scrutinized. Only critical purchases were approved, and certain contracts were amended to generate savings. This positive savings variance represented 3.0% of the total budgeted expenditures. FY 2021 actual operating expenditures were more than FY 2020 actual expenditures by \$3.4 million. This was due primarily to the higher than budgeted cost of living adjustments for sworn personnel that occurred in FY 2021.

Cancelled Encumbrances

Cancelled encumbrances are prior year planned or anticipated expenditures that did not materialize into actual expenditures in the current fiscal year. Cancelled encumbrances effectively return resources back to the fund balance of the General Fund and thereby contribute to the carryover balance. The Finance Department reviewed prior year encumbrances with departments and cancelled some prior year encumbrances to achieve additional savings for FY 2021. In FY 2021, actual cancelled prior year encumbrances were \$2.6 million.

FY 2021 Final Reserve Balances

Reserve balances at June 30, 2021 are as follows:

Actual Balances FY 2021
As of June 30, 2021

Annual Revenue	\$482,836,175
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Working Capital Reserve	\$35,830,262	7.42%
General Fund Contingency Account	\$5,259,289	1.09%
Economic Downturn Reserve	\$6,051,948	1.25%
General Fund Carryover Balance (includes \$6.4 million from FY 2020)	<u>\$71,239,421</u>	14.75%
Combined Reserves	\$118,380,920	24.52%

Details related to the application of the City's stabilization funds policy and other potential one-time uses of carryover balance are contained in the FY 2021 Carryover to FY 2022 Report.

Finance Reports

In conjunction with this year-end report, submitted herewith are the following Department of Finance reports:

1. Comparative Statement of Revenue for the month ended June 30, 2021
2. City Treasurer's Monthly Cash Reconciliation Reports for May and June 2021 and May and June monthly audit report of the accounts of the City Treasurer
3. Statement of Balances for all Funds as of June 30, 2021

By approval of this report, City Council appropriates the revenues received in the various restricted funds on the attached Statement of Balances and as stated in greater detail on the records maintained by the Department of Finance, Division of Accounts & Audits. Such revenues are to be expended in accordance with the purposes for which the funds were established.

Attachments

c: William "Billy" Weber, Assistant City Manager
Karen Alder, Director of Finance

September 8, 2021

TO: Mayor and Members of City Council 202102726
FROM: Paula Boggs Muething, City Manager
SUBJECT: FY 2021 Carryover to FY 2022 Report

The following report provides an overview of the City of Cincinnati's General Fund FY 2021 year-end balance and application of the Stabilization Funds Policy adopted by the City Council. This report also includes FY 2022 Budget considerations for discussion.

General Fund 2021 Fiscal Year-End Balance and One-Time Uses

As shown in the table below, the City's General Fund ended FY 2021 with a carryover amount of \$71.2 million including \$6.4 million net FY 2020 carryover. The carryover amount is being reduced by approximately \$50.0 million to establish an Income Tax Reserve for Refunds, as further explained below. Utilizing the City's established Stabilization Funds Policy, this results in \$3.16 million for one-time uses.

The State of Ohio's temporary municipal income tax withholding rule, put in place pursuant to the Governor's COVID-19 pandemic emergency declaration, allows employers to continue through December 31, 2021 to remit employee withholding taxes based on an employee's "principal place of work" established prior to the COVID-19 pandemic restrictions. The underlying municipal income tax obligation in state and local law is distinct from the withholding rules; therefore, this arrangement has created a situation where employers may be withholding and remitting income tax proceeds to the City, but the City may not legally be able to tax all or a portion of that individual's income under existing law if the individual is working remotely outside of the City. In relation to City finances, while there is a sizeable carryover amount for FY 2021, there is also an unprecedented liability for potential income tax refunds.

Under applicable law, the City is able to tax the income of city residents, regardless of their work location. However, the City's ability to tax the income of non-residents is more limited and the location where services are performed can impact what income the City is able to tax. Approximately 70% of all income tax revenues arising from employer withholdings is generated from non-residents, so changes in work locations of these non-residents can have sizeable financial impacts to the City.

Due to the COVID-19 pandemic, many employers located within the City of Cincinnati have utilized remote work or hybrid remote work and in-office models during calendar year (CY) 2021. Further, as the pandemic has shifted throughout the year, these models have also shifted—creating continuing uncertainty. For non-residents, these shifts will likely lead to direct impacts on the amount of income that is taxable by the City. As stated above, Ohio law has permitted employers located within the City to continue to withhold city income tax during CY 2021. The

onus then will be on individual non-residents to seek out a refund from the City, to the extent they are entitled to do so, when they file their 2021 taxes. Due to the administrative burden, complexity, and cascading tax consequences, the Administration does not believe that 100% of individuals who may be entitled to a refund will seek one.

The goal of the Administration in the FY 2021 carryover ordinance is to use the best information available to estimate the portion of the carryover amount of \$71.2 million that will be required to be refunded to non-residents once 2021 individual tax filings are made in the spring of 2022. To make this estimate, the Administration has drawn on input from the University of Cincinnati (UC) Economics Center, benchmarked against the estimate of refund liabilities by other Ohio municipalities, and gathered information from our largest employers on their remote work practices. In brief, the UC Economics Center estimated earlier this year that 40% to 50% of subject income tax revenues could be required to be refunded; however, these estimates were made in early 2021 prior to many large employers implementing return to office policies. Cleveland is estimating 20% of subject income tax revenues will have to be refunded and the Regional Income Tax Agency (RITA), which provides income tax collection services for many Ohio municipalities, is estimating 10% to 30%. Based on a survey of our largest income tax withholding employers, the City Administration estimates that among this sample, which represents approximately a third of all withholdings, 35% of the subject income tax revenues may be subject to refund.

Based on this research and analysis, the Administration is recommending an approximately \$50.0 million income tax reserve for refunds, which represents 30% of the income tax revenue collected through withholdings and from individuals during the first half of calendar year 2021. The 30% threshold is based on the expectation that the administrative burden, complexity, and cascading tax consequences will cause some individuals to not seek a refund. Further, the City Administration will be assertive of its rights to retain all income taxes that it is legally entitled to under state and local law.

The following table includes a breakdown of how the carryover was applied to reserves and the Administration's recommended one-time uses.

Application of FY 2021 Carryover Balance

Cash Basis Carryover Balance FY 2021	\$	71,239,421
Uses of Carryover Balance		
Less Transfer to Reserve for 30% Income Tax Reserve for Refunds	\$	50,015,389
Application of Stabilization Funds Policy:		
Less General Fund Carryover Balance (1.5% of operating revenue)	\$	7,242,543
Less Transfers to Reserve Accounts:		
General Fund Contingency Account (2.00% of operating revenue)	\$	4,397,435
Economic Downturn Reserve (5.00% of operating revenue)	\$	3,258,579
Working Capital Reserve (8.2% of operating revenue)	\$	3,162,738
Total Reserve Transfer from Stabilization Funds Policy	\$	10,818,752
Carryover Balance Less Total Applied to Stabilization Funds Policy	\$	3,162,737
Less One-Time Uses:		
Human Resources Sworn Testing	\$	45,237
Parks Mower and Other Maintenance Equipment	\$	22,000
Police and Law: Records Management Software	\$	85,000
Assorted Capital Projects Shifted to the Operating Budget (OES/DOTE/Planning)	\$	251,600
DCED Capital Projects Shifted to the Operating Budget	\$	273,400
Chamber of Commerce - Immigration Center Partnership (COMPASS)	\$	50,000
Central Parkway Streetscape	\$	1,000,000
Safe and Clean Neighborhood Fund	\$	250,000
Manager's Advisory Group (MAG) Youth Violence Reduction Initiative	\$	200,000
Human Resources HR Centralization Initiative	\$	102,500
Cincinnati Contemporary Arts Center (CAC) Creativity Center Renovations	\$	100,000
King Records	\$	475,000
Equitas Health Mobile Outreach Vehicle (MOVE) Initiative	\$	100,000
Cincinnati Citizens Respect Our Witnesses (CCROW)	\$	208,000
Balance Available	\$	-
Capital Budget Resources Available Due to Swaps		
Assorted Capital Projects Shifted to the Operating Budget (OES/DOTE/Planning)	\$	251,600
DCED Capital Projects Shifted to the Operating Budget	\$	273,400
Balance Available	\$	525,000
Less One-Time Uses:		
King Records	\$	525,000
Balance Available	\$	-

Uses of Carryover Balances

Application of Stabilization Funds Policy

The Government Finance Officers Association (GFOA) recommends that local governments establish a formal policy on the level of unrestricted fund balance that should be maintained in the General Fund. The City's Stabilization Funds Policy, approved by the City Council in Ordinance No. 0253-2015 and subsequently amended in Ordinance No. 0213-2019, incorporates the GFOA's recommended two months of general fund operating revenues, or 16.7% of annual general fund operating revenues, and has put the City on a responsible multi-year path to achieving that benchmark.

Per the Stabilization Funds Policy and after setting aside funds to cover the approximately \$50.0 million reserve for income tax refunds, the following transfers will be requested via ordinance: \$3.2 million to the Working Capital Reserve, \$4.4 million to the General Fund Contingency Account, and \$3.3 million to the Economic Downturn Reserve Account. Based on the policy, \$7.2 million will remain in the General Fund balance.

FY 2020 Balances After Close-out Adjustments

Annual Revenue	\$424,214,473	
Working Capital Reserve	\$35,447,902	8.36%
General Fund Contingency Account	\$8,484,289	2.00%
Economic Downturn Reserve	\$6,051,949	1.43%
General Fund Carryover Balance (After Uses)	<u>\$6,363,217</u>	<u>1.50%</u>
Total Combined Reserves	\$56,347,357	13.28%

Balances June 30, 2021 After Proposed Transfers

Actual FY 2021 Revenue	\$482,836,175	
Working Capital Reserve	\$38,993,000	8.08%
General Fund Contingency Account	\$9,656,724	2.00%
Economic Downturn Reserve	\$9,310,527	1.93%
General Fund Carryover Balance (After Uses)	<u>\$7,242,543</u>	<u>1.50%</u>
Total Stabilization Policy Reserves	\$65,202,793	13.50%
30% Income Tax Reserve for Refunds	<u>\$50,015,389</u>	
Total Combined Reserves	\$115,218,182	

Overall combined reserves will increase by \$8.9 million, from 13.28% in FY 2020 to 13.50% in FY 2021, excluding funds set aside for income tax refunds. To ensure fiscal stability the Administration is committed to managing the City's operations in a prudent, responsible way through the adherence to management disciplines, including the Stabilization Funds Policy. The City must plan for and be prepared to mitigate fluctuations in demand for services as well as changes in revenues influenced by the economy and budgetary decisions made by the State of Ohio and the federal government. Especially in the face of the evolving COVID-19 pandemic and its impacts, the City must be prepared for unforeseen events that could result in additional expenditure requirements or loss of revenues by maintaining prudent levels of fund balance and reserves as set forth in the Stabilization Funds Policy. The GFOA's recommendation of 16.7% of annual general fund operating revenue set aside in reserves is the appropriate level we are striving toward.

The rating agencies have emphasized the importance of maintaining appropriate reserves to ensure financial stability and to retain the current bond ratings. The Administration has committed to the rating agencies' plan to build the reserve balances each year until reaching the goal of 16.7%.

Carryover Uses

As part of the Stabilization Funds Policy, \$3,162,737 is available for one-time uses for FY 2022. Below are the Administration's recommendations on how to use these funds.

- Department of Human Resources Sworn Testing (\$45,237) – Additional funds are needed for Police and Fire promotional exams for sworn personnel. With high rates of attrition in the promoted sworn ranks in both departments additional funds are needed to maintain active promotional lists for each rank in compliance with labor management agreements.
- Department of Parks Mower and Other Maintenance Equipment (\$22,000) – These funds were not able to be spent before the close of FY 2021, and the funds fell to the balance of the General Fund. The funds will purchase necessary lawn mowing and landscape maintenance equipment to be used at various City parks facilities.
- Cincinnati Police Department / Law Department Records Management Software (\$85,000) – This would allow for the acquisition of records management software that will assist both Police and Law with tracking and managing public records requests.
- Assorted Capital Projects Shifted to the Operating Budget (\$251,600) – The Department of Finance determined that the actual expenditures sought within the various scopes of work associated with certain projects would be better aligned with operating budget resources as opposed to capital resources. As such, these needs will be shifted to the General Fund operating budget. Affected departments and projects include the following: Office of Environment and Sustainability (OES) Regulatory Compliance & Energy Conservation, Center Hill Gas & Leachate, and Emergency Environmental Cleanup/UST (Underground Storage Tank); City Planning and Engagement Neighborhood Studies; and the Department of Transportation and Engineering (DOTE) Information Systems Acquisition.
- Department of Community and Economic Development Capital Projects Shifted to the Operating Budget (\$273,400) – The Department of Finance determined that the actual expenditures within the various scopes of work associated with certain projects in the

Department of Community and Economic Development Tax Incentive/Enterprise Zone and Retail/Commercial Opportunities program would be better aligned with operating budget resources as opposed to capital resources. As such, these needs will be shifted to the General Fund operating budget.

- Chamber of Commerce – Immigration Center Partnership (COMPASS) (\$50,000) – Leveraged support funding for this organization was budgeted but not expensed before the end of FY 2021, and the funds fell to the balance of the General Fund. The funds will now be made available to COMPASS from the FY 2021 Carryover balance.
- Central Parkway Streetscape (\$1,000,000) – This would provide funds for the Central Parkway streetscape improvements project to improve the streetscape and increase pedestrian safety along the portion of Central Parkway proximate to the FC Cincinnati stadium.
- Safe and Clean Neighborhood Fund (\$250,000) – This would provide funds to establish a Safe and Clean Neighborhood Fund from which neighborhood groups and organizations could apply for funding for projects aimed at improving the safety and cleanliness of neighborhoods.
- Manager’s Advisory Group (MAG) Youth Violence Reduction Initiative (\$200,000) – This would provide funds to support the efforts of the Manager’s Advisory Group in funding programming to support a reduction in youth violence.
- Human Resources (HR) Centralization (\$102,500) – This would provide funds to support the HR Centralization initiative that will streamline human resource operations for departments by bringing human resource staff currently imbedded within departments under the Human Resources Department.
- Cincinnati Contemporary Arts Center (CAC) (\$100,000) – This would provide funds for the Cincinnati Contemporary Arts Center to renovate the 6th floor Creativity Center.
- King Records Renovation (\$475,000) – This would provide funds to support the renovation of the City-owned King Records studio building, located in the Evanston neighborhood. The City was able to acquire this historic site in 2018 but has lacked funding to renovate the site into the intended museum and community and arts center. These public funds will be leveraged to raise additional private funding to support the renovation and preservation of this iconic landmark that is a cornerstone of Cincinnati music history.
- Equitas Health Mobile Outreach Vehicle (MOVE) Initiative (\$100,000) – This would provide funds to support the Equitas health initiative to address health care needs for those who are living with HIV or are at risk of HIV transmission. Funds would enable Equitas Health to purchase a custom upfitted cargo van to deliver health screenings, outreach, and health care.
- Cincinnati Citizens Respect Our Witnesses (CCROW) (\$208,000) – Funds will be provided to support the CCROW program which provides court-related services, social services, and referrals to counseling services designed to meet the needs of witnesses and their loved ones.

With the aforementioned swap of existing capital budget resources in various departments to the General Fund operating budget, a total of \$525,000 in capital budget resources are now available. The Administration recommends the following use for those funds:

- King Records Renovation (\$525,000) – As described above, this would provide funds to renovate the King Records studio site and increases the total amount allocated to this project to \$1,000,000.

2022 Pending Matters

There are several budget concerns for FY 2022 and beyond that are noteworthy. These include the following:

- COVID-19 Budget Impact – Due to the impact to income taxes and other sources of revenues related to the COVID-19 pandemic, the Approved FY 2022 General Fund Budget was balanced but not structurally balanced due to the reliance on \$67.5 million in one-time ARP recovery funds. The Administration will monitor the budget closely and use any surplus in revenue from other sources prior to the use of these one-time funds during FY 2022. Based on guidance from the Department of the Treasury, the calculation of revenue replacement is done on a calendar year basis so the City's next calculation will not occur until January 2022.
- FY 2023 Projected Deficit – Despite the reliance on \$66.0 million of ARP recovery funds for FY 2023, the Approved FY 2022-2023 General Fund Biennial Budget document includes a General Fund preliminary deficit of \$17.8 million for FY 2023. This assumes a 4.0% wage increase for sworn personnel, a 2.0% wage increase for non-sworn personnel and a 5.0% increase for healthcare. If contract negotiations result in higher increases, the projected deficit will increase. Depending on how quickly revenues rebound in a post-pandemic environment, deficits may be projected for future fiscal years which may necessitate the use of ARP recovery funds in FY 2024 and FY 2025.
- Stabilization Funds – The Stabilization Funds Policy, described above, directs specific amounts of funds to various reserves until the total of the City's Combined Reserves is equal to 16.7% of prior year general fund revenues. Specifically, the policy directive addresses four components: Working Capital Reserve, General Fund Contingency Account, Economic Downturn Reserve Account, and the General Fund Carryover Balance. Overall, the Combined Reserves will be increased from 13.28% to 13.50% following the FY 2021 carryover process.
- Ratings Agencies – Moody's Investors Services' current assigned rating is Aa2 for the City's outstanding general obligation unlimited tax (GOULT) debt, and the rating is Aa3 on the City's outstanding non-tax revenue debt. The outlook is stable. Standard & Poor's Ratings Services' current assigned rating is AA for the City's long-term unlimited-tax general obligation (GO) bonds and an AA long-term rating on the City's non-tax revenue bonds. The outlook is stable.
- Income Tax – The FY 2022 Income Tax estimate reflects a decrease from FY 2021 to account for the shift in the number of non-resident employees working from home either full-time or maintaining a hybrid work environment. In addition, during the second half of CY 2021 the City continues to receive withholding taxes from non-residents working from home

which may be subject to refund in April 2022. A reserve for income tax refunds is funded as part of the FY 2021 carryover to provide funding for the refunds arising from collections in the first half of CY 2021, but the City will likely have to set aside additional funding that will be collected in the second half of CY 2021 to account for this liability. Since the FY 2022 budget was revised to account for a reduction in income tax revenue resulting from remote work, so long as current withholding practices continue, the Administration expects collected revenues to continue to trend above estimates during the remainder of CY 2021. This expected positive variance is intended to be utilized to address any remaining refund liability for CY 2021 once individual tax filings have occurred in 2022. It should be stressed that the City remains over reliant on income tax revenue, which make it susceptible to long-term changes in work trends.

Recommendation

The Administration requests this report be approved and filed and will request the accompanying Ordinance for approval.

c: William “Billy” Weber, Assistant City Manager
Karen Alder, Finance Director
Andrew Dudas, Budget Director



Greg Landsman
Councilmember

202102772

September 9th, 2021

MOTION

Establishing Performance Measurement Goals for the Distribution of Eviction Prevention Funding

We move that the Administration work with the Community Action Agency (CAA) and other relevant partners to immediately establish performance measurement goals for the distribution of the eviction prevention emergency funding. We further move that these results-based performance measurement goals are reported to Council—along with any potential areas of support (eg. additional staffing or enhanced communication)—so as to allow us to act more aggressively and purposefully to ensure money is getting to people faster.

STATEMENT

During the special meeting of the Major Projects & Smart Government Committee on the status of the remaining eviction prevention funding, Councilmembers were made aware that the Community Action Agency (CAA) still has over \$46 million to distribute to families struggling from the impact of the COVID-19 pandemic. Despite this, 25-50 people are still being evicted daily due to lack of payment; 3000 people have started the paperwork needed to receive payment but haven't finished; and, 1500 people have finished their paperwork and are waiting to receive funding. This means we have a total of 4500 people who need money now. There is potential for the City to take immediate action to improve this process—whether by helping to enhance communication/co-ordination, or lending staff to help with this backlog—but to do any of this, we must first establish performance measurement goals with our eviction partners to understand what is needed.

Councilmember Greg Landsman

City of Cincinnati



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Cincinnati, Ohio 45202

Phone: (513) 352-5232
Email: greg.landsman@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

September 20, 2021

To: Members of the Budget and Finance Committee 202102805

From: Paula Boggs Muething, City Manager

Subject: **EMERGENCY ORDINANCE – APPROVING THE SALE OF CITY-OWNED PROPERTY LOCATED AT 114-116 WEST ELDER STREET**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a *Property Sale and Development Agreement* with Nassau Avenue Investments, LLC, an affiliate of The Model Group, Inc., for the sale of City-owned property located at 114-116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, for a mixed-use development consisting of first floor commercial space and approximately 16 residential units.

BACKGROUND/CURRENT CONDITIONS

The City owns the property located at 114-116 W. Elder Street in Over-the-Rhine. The property is currently leased to the Corporation for Findlay Market (CFFM). The first floor of the property is occupied by Eckerlin's Meats and the public restrooms at Findlay Market. The property's commercial bay fronting Elder Street is currently vacant, as are the property's upper floors.

In October 2020, the Department of Community & Economic Development (DCED) released a Request for Proposals to purchase and redevelop the property. Through the competitive RFP process, the Model Group was awarded the right to negotiate a purchase of the property. The City Administration is proposing to sell the property to Nassau Avenue Investments, LLC, an affiliate of the Model Group, to facilitate the developer's mixed-use, mixed-income development project known as Findlay Exchange.

COMPANY INFORMATION

Nassau Avenue Investment, LLC is a holding company for the Model Group, who has developed more than \$500 million in real estate, including \$65 million in the Findlay Market district of Over-the-Rhine.

PROJECT DESCRIPTION

The developer proposes to conduct a comprehensive renovation of the building, rehabilitating it consistent with National Park Historic Standards. The project will create 16 new residential rental apartments, including 4 units that will be affordable to tenants earning 80% of the Area Median Income (AMI) or less for a period of 8 years following construction completion. Of the 16 apartments, 10 will be studio apartments

and 6 will be one-bedroom apartments. In addition to the residential units, the project will result in a build-out of the commercial space on the south side of the property fronting Elder Street and an update of the first-floor public restroom facilities.

Following the sale of the property, the first floor of the property will remain in control of the Corporation for Findlay Market through a capitalized lease structure. No later than 60 days after the property is transferred, the Developer must deliver to the City a fully executed copy of their lease agreement with CFFM.

PROPOSED INCENTIVE

The City Administration is recommending the sale of City-owned real property located at 114-116 W. Elder Street for less than fair market value.

The fair market value of the City-owned property was determined by appraisal to be \$150,000. However, through a competitive RFP process DCED awarded the sale of the property to the Model Group for \$1.00 because, as a part of their proposal for a \$1 sale, the Developer has committed to include a subsidized capital lease of the first floor for Corporation for Findlay Market, \$200,000 for capital improvements to the first-floor commercial space and public restrooms, and creating four additional affordable housing units in Over-the-Rhine.

The City may repurchase the property should the Developer (1) not execute a capitalized lease with CFFM within 60 days of property transfer or (2) fail to commence construction by December 31, 2022.

PROJECT TEAM & TIMELINE

The project's legislative team (listed below) is available to answer questions regarding this project:

- Assistant City Manager: Billy Weber (Ext. 3318)
- DCED Director: Markiea Carter (Ext. 1953)
- Project Attorney: Samantha Brandenburg (Ext. 4704)

The anticipated council timeline is as follows:

- September 20, 2021: Budget and Finance (#1)
- September 27, 2021: Budget and Finance (#2, if required)
- September 29, 2021: City Council for Final Approval

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

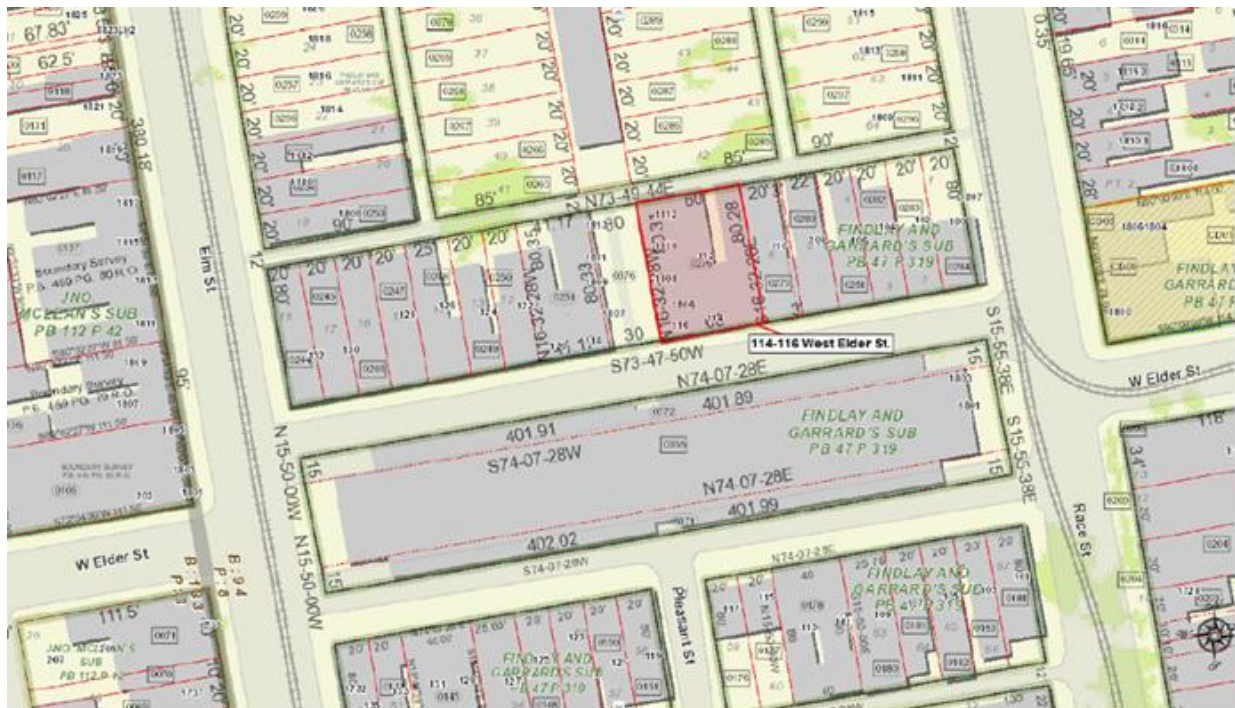
Attachment: A. Property location

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

Attachment A: Location



114-116 W. Elder Street



EMERGENCY
City of Cincinnati

TJL

AWB

An Ordinance No. _____ - 2021

AUTHORIZING the City Manager to execute a *Property Sale and Development Agreement* with Nassau Avenue Investments, LLC, an affiliate of The Model Group, Inc., for the sale of City-owned property located at 114-116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, for a mixed-use development consisting of first floor commercial space and approximately 16 residential units.

WHEREAS, the City owns certain real property located at 114-116 W. Elder Street 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, the City currently leases the Property, together with other properties, to the Corporation For Findlay Market of Cincinnati, which manages the properties for the City; and

WHEREAS, Nassau Avenue Investments, LLC ("Developer") submitted a development proposal to the City pursuant to an RFP issued by the City, pursuant to which Developer desires to purchase the Property from the City and renovate the existing building located thereon into a mixed-use development consisting of a first floor commercial space and approximately 16 residential units at an estimated project cost of \$4,628,162 (the "Project"); and

WHEREAS, Developer estimates that the Project will create approximately (i) 57 full-time temporary construction jobs during the construction period with an approximate annual payroll of \$1,300,000; and (ii) approximately 14 full-time equivalent permanent jobs following completion of construction of the Project with an approximate annual payroll of \$495,000; 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 \$150,000; however, 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 Project will create additional affordable housing in Over-the-Rhine and stimulate other economic development in the area, for the benefit of the City; and

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

commerce, distribution and research; and WHEREAS, Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City of Cincinnati by providing or assisting in providing housing; 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; and (iii) the City's sale of the Property to Developer to construct the Project will create, among other things, additional affordable housing in Cincinnati and is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine neighborhood, 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 September 17, 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 Nassau Avenue Investments, LLC ("Developer") certain real property located at 114-116 W. Elder Street in Cincinnati (the "Property"), for Developer to renovate the existing building located thereon into a mixed-use development consisting of first floor commercial space and approximately 16 residential units (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 \$150,000; 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 create additional housing and stimulate other economic development in the area, for the benefit of the City.

Section 4. 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 5. 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 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to expedite the City's execution of the Agreement, so that Developer can move forward with the Project without delay, thereby creating jobs and additional housing in Cincinnati, stimulating economic growth in the area and enabling the Property to be put to its highest and best use, all for the economic benefit of the City, at the earliest possible time.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No. _____

PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI

and

NASSAU AVENUE INVESTMENTS, LLC

Project Name: 114-116 W. Elder Street

(sale of City-owned real property and renovation into a mixed-use development
consisting of first floor commercial space and 16 residential rental units)

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 **NASSAU AVENUE INVESTMENTS, LLC**, an Ohio limited liability company, the address of which is 1826 Race Street, Cincinnati, Ohio 45202 ("**Developer**"), an affiliate of The Model Group, Inc. ("**Guarantor**").

Recitals:

A. The City owns certain real property located at 114-116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, which property is more particularly described on Exhibit 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. Pursuant to a *Lease Agreement* dated July 1, 2004 (as amended, the "**Lease**") and *Findlay Market Management Agreement* dated July 1, 2004 (as amended, the "**Management Agreement**"), each between the City and the Corporation For Findlay Market of Cincinnati ("**CFFM**"), the City leases to CFFM and CFFM manages on behalf of the City various properties at Findlay Market, including the Property.

C. Developer submitted a development proposal to the City pursuant to an RFP issued by the City, pursuant to which Developer desires to purchase the Property and renovate the existing building located thereon into (i) a first floor commercial space, and (ii) 16 residential rental units, 4 of which will be affordable to gross household incomes at or below 80% of area median income, all as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto, at an estimated total project cost of approximately \$4,628,162 (the "**Project**").

D. Developer has committed to commence on-site construction at the Property no later than December 31, 2022 (the "**Outside Construction Commencement Date**"), and to complete construction at the Property no later than June 30, 2024 (the "**Outside Construction Completion Date**").

E. Developer estimates that the Project will create approximately (i) 57 full-time temporary construction jobs during the construction period with an approximate annual payroll of \$1,300,000, and (ii) 14 full-time equivalent permanent jobs following completion of construction of the Project with an approximate annual payroll of \$495,000.

F. The City's Real Estate Services Division has determined, by appraisal, that the fair market value of the Property is approximately \$150,000; 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 create additional affordable housing in Over-the-Rhine.

G. 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.

H. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

I. 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 construct the {00347024-8}

Project will create, among other things, additional affordable housing in Cincinnati and is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood.

J. The parties acknowledge that the City will need to amend the Lease and Management Agreement to remove the Property from the same prior to the City's transfer of the Property to Developer.

K. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property to Developer at its meeting on September 17, 2021.

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

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) **Conditions.** 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 (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 development of the Project;
- (iii) ***Developer Inspections:*** Developer shall have determined from any inspections and investigations made pursuant to this Section 2, including marketing studies, traffic studies, feasibility studies, and any other studies and investigations related to the Property or the Project that Developer may elect to conduct or have conducted, that the Property and the conditions and circumstances surrounding the Property are suitable for development, construction, and use of the Project in an economically feasible manner;
- (iv) ***Financing:*** The City's receipt of a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing or other funds necessary to complete the Project;
- (v) ***Conceptual Drawings:*** Developer shall have submitted to the City conceptual drawings, followed by preliminary plans and specifications for the Project;

- (vi) *Final Budget & Construction Contract:* The City's receipt of final construction bids and a final budget for construction of the Project and an executed copy of Developer's construction contract with Developer's general contractor for the Project;
- (vii) *Construction Schedule:* Developer shall have provided the proposed construction schedule for the Project;
- (viii) *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;
- (ix) *Developer-CFFM Lease:* Developer shall have delivered a proposed form lease agreement between Developer and CFFM for the commercial space on the ground floor of the Property (the "**Developer-CFFM Lease**") to the City for approval; once the City has approved of the Developer-CFFM Lease, Developer shall not make any material changes thereto without the City's prior written consent;
- (x) *Completion Guaranty:* Developer shall have caused Guarantor to execute and deliver to the City a guaranty of completion with respect to Developer's obligation to complete the Project, which shall be substantially in the form of Exhibit C (*Form of Completion Guaranty*) hereto (the "**Guaranty**");
- (xi) *Removal of Property from Lease and Management Agreement:* The Property shall have been removed from the Lease and Management Agreement;
- (xii) *Final Plans:* Developer shall have submitted its final plans for the Project to DCED and the City's Department of Transportation and Engineering ("**DOT**") and received approval of the same from DCED and DOT;
- (xiii) *Project Completion:* Based upon all information then available to the City, the City must be reasonably satisfied that the Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement;
- (xiv) *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
- (xv) *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) Developer's Right of Entry. 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 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) Copies of Due Diligence Materials to Be Provided to City. 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 as of December 31, 2021, 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) Closing Date. 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 September 27, 2021, or such earlier or later date upon which the parties mutually agree.

(F) Closing Costs and Closing Documents. 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"). 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. 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) Maintenance of Property Between Closing and Prior to Construction Commencement. 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) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "Pre-existing Environmental Condition"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City 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.

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(I) Execution of Developer-CFFM Lease. No later than the date that is 60 days from Closing, Developer shall deliver to the City a fully-executed copy of the Developer-CFFM Lease entered into by Developer and CFFM, which shall be substantially in the form approved by the City prior to Closing.

3. Commencement and Completion of Project; Re-Conveyance of Property to City upon Failure to Timely Commence Project.

(A) Commencement and Completion of Construction. 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 (as evidenced by a certificate of occupancy for the Project) in accordance with the City-approved plans and specifications and all other City approvals (the "**Construction Completion**") no later than the Outside Construction Completion Date.

(B) Repurchase Option for Failure to Execute Developer-CFFM Lease or Commence Construction by Outside Construction Commencement Date. As memorialized in the City's Deed, if Developer has not entered into the Developer-CFFM Lease in accordance with Section 2(I), or if Construction Commencement has not occurred on or before the Outside Construction Commencement Date, the City shall have the option to repurchase the Property for the Purchase Price by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing (the "**Repurchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Outside Construction Commencement Date, but prior to the date of Construction Commencement. At such time as the City no longer has the right of the Repurchase Option and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the Repurchase Option.

(C) Repurchase Option Closing. If the City elects to exercise the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of election (not to exceed 6 months after the date of the City's notice). At the closing on such re-conveyance of the Property from Developer to the City: (i) Developer shall re-convey marketable title to the Property to the City or its designee, by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Developer shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance.

(D) Plans and Specifications. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with Exhibit B. 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.

(E) Contractors and Subcontractors. 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.

(F) 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 Exhibit E (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.

(G) Inspection of Work. 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.

(H) Mechanics' Liens. 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.

(I) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, information about whether the Project is on budget and on schedule and containing such additional pertinent information thereto as the City may from time to time reasonably request. Developer shall submit a final report to the City upon completion of the Project.

(J) 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. Insurance; Indemnity.

(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) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, 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. **Casualty; Eminent Domain.** 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. **Default; Remedies.**

(A) **Default.** 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 the City are parties (*provided that* a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer 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 (or Guarantor during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by or against Developer (or Guarantor during the term of the Guaranty), the making by Developer (or Guarantor during the term of the Guaranty) of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer (or Guarantor during the term of the Guaranty), or the attachment of, levy upon, or seizure by legal process of any of the property of Developer (or Guarantor during the term of the Guaranty); 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. **Notices.** 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:

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 Developer:

Nassau Avenue Investments, LLC
Attention: Bobby Maly
1826 Race Street
Cincinnati, Ohio 45202

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
{00347024-8}

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) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, 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) City's Right to Inspect and Audit. 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) Assignment. 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) Entire Agreement. 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) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

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

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal, or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.

(I) No Brokers. 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) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's Office.

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

11. Coordinated Report Conditions. Per Coordinated Report #61-2021, Developer shall abide by the following additional conditions:

(A) Greater Cincinnati Water Works (GCWW): There is an active 2" water service branch (H-284936) attached to the Property. A notice was served to the subject property due to a violation for an interconnection (takeoff) before the backflow prevention device. All water serving the Property must go through the backflow prevention device. Developer shall (i) ensure that backflow prevention device on the Property conforms to cross connection program requirements and (ii) correct violation. Developer shall contact Jermaine Bolton at Jermaine.Bolton@gcww.cincinnati-oh.gov or at (513) 591-7876 for confirmation once the violation mentioned above has been corrected. Additionally, the backflow prevention device must be tested; schedule with the plumber should be coordinated with GCWW by contacting Jermaine Bolton.

(B) Cincinnati Bell: The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the existing facilities, or any work done to relocate the existing facilities, will be at the sole expense of Developer.

12. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description*

Exhibit B – *Statement of Work, Budget, and Sources of Funds*

Exhibit C – *Form of Completion Guaranty*

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

NASSAU AVENUE INVESTMENTS, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____.

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

Exhibit A
to Property Sale and Development Agreement

Legal Description

Property Address: 114-116 W. Elder Street, Cincinnati, Ohio 45202
Parcel ID Nos.: 094-0008-0276-00, 094-0008-0277-00, & 094-0008-0278-00 (as consolidated)

Situate in Section 13, Fractional Range 2, Town 3, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 7, 8 and 9 of Findlay and Garrard's Subdivision as recorded in Deed Book 45, Page 319 of the Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the East line of Pleasant Street, 30' R/W and the North line of Elder Street, 45' R/W measure in said East line North $16^{\circ} 32' 28''$ West, 80.31 feet to a point in the South line of Sellew Alley 12' R/W; thence with said South line North $73^{\circ} 49' 45''$ East, 60.00 feet to a point in the West line of a tract of land belonging to Michael Luken as recorded in Deed Book 4312 Page 1353; thence with said West line South $16^{\circ} 32' 28''$ East, 80.28 feet to a point in the North line of said Elder Street; thence, with said North line South $73^{\circ} 47' 50''$ West, 60.00 feet to the Place of Beginning. Containing 4,818 square feet of land, more or less. Subject to all legal highways easements and restriction of record. Based on drawing G-44-10-80 of the City Engineer's Office. Bearings based on line survey #29-22 of the City Engineer's office.

Exhibit B
to Property Sale and Development Agreement

Statement of Work, Budget, and Sources of Funds

I. STATEMENT OF WORK

Developer shall conduct a comprehensive renovation of the building, rehabilitating it consistent with National Park Historic Standards. The Project will create 16 new residential rental apartments, including 4 units that will be affordable to gross household incomes at or below 80% of the Area Median Income (AMI), as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, as may be updated from time to time, for a period of 8 years from the Outside Construction Completion Date. Of the 16 apartments, 10 will be studio apartments and 6 will be one-bedroom apartments. In addition to the residential units, the Project will result in a build-out of the commercial space on the south side of the City Property fronting Elder Street and an update of the first-floor public restroom facilities.

II. BUDGET

Acquisition	
114-116 W Elder Street	1.00
Total Acquisition	1.00
Construction Costs	
Demo/Abatement	96,411.00
Site Work	41,319.00
Construction Costs	1,761,460.00
Public Restrooms	130,000.00
Commercial Space TI	70,000.00
General Requirements	113,951.00
Contractor Overhead	37,984.00
Contractor Profit	113,951.00
Contingency	189,919.00
Total Construction Costs	2,554,995.00
Developer Fee	
Developer Fee	494,709.00
Total Developer Fee	494,709.00
Soft Costs	
Architecture & Engineering	153,300.00
Permits & Tap Fees	20,992.00
Real Estate Taxes	55,000.00
Construction Insurance	10,880.00
Environmental	35,000.00
Appraisal	15,000.00
Survey	20,000.00
Title and Recording	20,087.00

Legal Costs	250,000.00
Accounting	75,000.00
Construction Period Tax Return	15,000.00
Cost Certification & GP Accounting	12,000.00
Construction Period Interest	118,489.00
Reasonableness Opinion	10,000.00
Loan Costs (Constr.)	21,198.00
Soft Cost Contingency	51,569.00
Historic Tax Credit Fees	6,942.00
Marketing Costs	10,000.00
NMTC Initial CDE Fee	184,500.00
NMTC Fee and Audit Reserves	143,500.00
NMTC & HTC Transaction Fees	350,000.00
Total Soft Costs	1,578,457.00
Total Development Costs	4,628,162.00

III. SOURCES OF FUNDS

Bank Loan	1,000,000.00
OZ Equity	426,942.00
NMTC Equity	1,215,240.00
State NMTC Equity	650,000.00
Federal HTC Equity	617,711.00
State HTC Equity	718,269.00
Total Sources of Funds	4,628,162.00

Exhibit C
to Property Sale and Development Agreement
Form of Completion Guaranty

[SEE ATTACHED]

COMPLETION GUARANTY

This Completion Guaranty (this "**Guaranty**") is made as the Effective Date (as defined on the signature page hereof), by **THE MODEL GROUP, INC.**, an Ohio corporation, the address of which is 1826 Race Street, Cincinnati, Ohio 45202 ("**Guarantor**"), in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. Nassau Avenue Investments, LLC, an Ohio limited liability company, 1826 Race Street, Cincinnati, Ohio 45202 ("**Obligor**"), being an affiliate of Guarantor, and the City are parties to a *Property Sale and Development Agreement* dated _____, 2021 (the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the renovation of the real property located at 114-116 W. Elder Street, Cincinnati, Ohio 45202 (the "**Property**"), which includes the renovation of the Property's ground floor into commercial space and the upper floors of the Property into a minimum of 16 residential rental units, as further described in the Agreement (the "**Project**").

C. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City's execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby promises and agrees as follows:

1. Guaranty.

(A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor's obligations under the Agreement to complete the Project in accordance with, and subject to, the terms and conditions of the Agreement, including payment to the City of any and all losses, damages and expenses (including, without limitation, attorneys' fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the "**Guaranteed Obligations**").

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City may notify Guarantor thereof in writing, whereupon Guarantor, within ten (10) days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City's rights and remedies available under the Agreement or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement

with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct and immediate and is a guaranty of performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

(D) Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within ten (10) days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) has a financial interest in the Project; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge, and deliver this {00347024-8}

Guaranty; and (iv) there are no actions, suits, or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency, or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person; (b) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (c) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. Neither party hereto shall be deemed to have waived the exercise of any right that it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(D) Time of Essence. Time shall be of the essence as to the performance of Guarantor's obligations pursuant to this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.

(I) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.

(J) Assignment. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

[Signature Page Follows]

Executed and effective as of _____, 2021 (the "Effective Date").

OBLIGOR:

THE MODEL GROUP, INC.,

By: _____

Printed name: _____

Title: _____

Approved as to Form:

Assistant City Solicitor

Exhibit D
to Property Sale and Development Agreement
Form of Quitclaim Deed

[SEE ATTACHED]

----- space above for recorder -----

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **NASSAU AVENUE INVESTMENTS, LLC**, an Ohio limited liability company, the address of which is 1826 Race Street, Cincinnati, Ohio 45202 ("**Grantee**"), all of the City's right, title, and interest in and to the real property described on Exhibit A (Legal Description) hereto (the "**Property**").

Property Address: 114-116 W. Elder Street, Cincinnati, Ohio 45202

Auditor's Parcel No.: 094-0008-0276-00, 094-0008-0277-00, & 094-0008-0278-00 (cons.)

Re-conveyance to City upon Failure to Execute Developer-CFFM Lease or Failure to Timely Commence Construction: The City and Grantee are parties to a *Property Sale and Development Agreement* dated _____, 2021 (the "**Agreement**"), pursuant to which Grantee is required to redevelop the Property. If Grantee does not enter into the Developer-CFFM Lease (as defined in the Agreement) no later than the date that is 60 days from the date of the Closing (as defined in the Agreement) in accordance with the Agreement, or if Grantee does not commence construction at the Property on or before the Outside Construction Commencement Date (as defined in the Agreement) in accordance with the Agreement, Grantee shall re-convey the Property to the City as described in the Agreement. At such time as the City no longer has the right to reacquire the Property under the Agreement, the City, at Grantee's request, shall execute and deliver to Grantee a release of such rights for recording in the Hamilton County, Ohio Records. Until such time as the Property has been reconveyed to the City or the City has released or waived its rights to reacquire the Property thereunder, Grantee shall not sell or otherwise transfer title to the Property or any portion thereof without the prior written consent of the City.

Covenants and Restrictions in favor of The Corporation For Findlay Market of Cincinnati, an Ohio nonprofit corporation ("CFFM"): The City conveys the Property to Grantee subject to the covenants and restrictions set forth on Exhibit B (Covenants and Restrictions) hereto, which shall (i) "run with the land" and be binding upon Grantee and its successors-in-interest with respect to the Property, and (ii) be enforceable against Grantee by CFFM.

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

Prior instrument reference: Official Record __, Page __, Hamilton County, Ohio Records.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved 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 made a part hereof:

Exhibit A - *Legal Description*

Exhibit B - *Covenants and Restrictions*

Exhibit A
to Quitclaim Deed

Legal Description

Property Address: 114-116 W. Elder Street, Cincinnati, Ohio 45202
Parcel ID Nos.: 094-0008-0276, 094-0008-0277 & 094-0008-0278 (*consolidated*)

Situate in Section 13, Fractional Range 2, Town 3, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 7, 8 and 9 of Findlay and Garrard's Subdivision as recorded in Deed Book 45, Page 319 of the Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the East line of Pleasant Street, 30' R/W and the North line of Elder Street, 45' R/W measure in said East line North $16^{\circ} 32' 28''$ West, 80.31 feet to a point in the South line of Sellew Alley 12' R/W; thence with said South line North $73^{\circ} 49' 45''$ East, 60.00 feet to a point in the West line of a tract of land belonging to Michael Luken as recorded in Deed Book 4312 Page 1353; thence with said West line South $16^{\circ} 32' 28''$ East, 80.28 feet to a point in the North line of said Elder Street; thence, with said North line South $73^{\circ} 47' 50''$ West, 60.00 feet to the Place of Beginning. Containing 4,818 square feet of land, more or less. Subject to all legal highways easements and restriction of record. Based on drawing G-44-10-80 of the City Engineer's Office. Bearings based on line survey #29-22 of the City Engineer's office.

Exhibit B
to Quitclaim Deed

Covenants and Restrictions

1. Hours of Operation. Any and all retail or commercial businesses operating on the Property ("**Merchants**") shall maintain regular business hours for Findlay Market as established from time to time by CFFM. The current business hours are: Monday – closed; Tuesday thru Friday – 9 am-6 pm; Saturday – 8 am-6 pm; Sunday – 10 am-4 pm. During such hours, all Merchants shall (a) be open for business, (b) be staffed at all times, (c) be fully merchandised, and (d) offer a complete product mix.
2. First Floor for Retail or Commercial Use. The first floor of the building located on the Property shall be used solely for retail or commercial use (excluding the prohibited uses described in paragraph 4 below).
3. Annual Fee Payable to CFFM. In consideration of the benefits and services currently being provided by CFFM to Merchants, Grantee shall pay an annual fee to CFFM (the "**CFFM Fee**") (pro-rated, if applicable, as hereinafter described), payable no later than January 31 of each year, in an annual amount equal to **\$1.75** per square foot of occupied retail space at the Property (with no such fee being payable with respect to any period of time that (i) the retail space is not actually occupied, or (ii) CFFM is not providing comparable benefits and services to Merchants). CFFM shall have the right from time to time, effective as of January 1st of any year, to increase the annual CFFM Fee upon no less than 60 days' prior written notice sent to Grantee at Grantee's tax-mailing address as set forth on the Hamilton County Auditor's website, provided that no such increase in any given year shall exceed **10%**.
4. Prohibited Uses. The following uses are prohibited on the Property, unless consented to in writing by CFFM: Formula retail (chains); pay-day lenders; check cashing establishments; convenience stores; thrift stores; hair salons; tanning salons; nail salons; carryout beer, wine or liquor stores; churches, mosques, temples and other places of worship; pawn shops; cell phone stores; head shops; used appliance stores; purveyors of adult videos, magazines, books or toys; strip clubs, gentlemen's clubs, or other similar adult entertainment establishments; pool halls, billiard halls; game arcades; dry cleaners or laundromats; bingo halls; health clinics; dental clinics; social service agencies; dollar stores.

* * *

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

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

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

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

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

(a) "**Best Efforts**" means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) "**Minority Person**" means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) "**Black**" means a person having origin in the black racial group of Africa.

(d) "**Asian or Pacific Islander**" means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) "**Hispanic**" means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) "**American Indian**" or "**Alaskan Native**" means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City's construction of public improvements to specifically benefit the Project, or the City's sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor's meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor's meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project's budget. For the purposes of this clause (iii), "direct City funding" means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) "Bid" means an offer in response to an invitation for bids to provide construction work.

(2) "Invitation to Bid" means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) "Trade Craft" means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) "Public Notification" means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the "scope of work" and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) "Read Aloud in a Public Forum" means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.¹

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use 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.

¹ Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.
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(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 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) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide {00347024-8}

additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues

or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage's electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

Addendum I to Exhibit D

City's Prevailing Wage Determination

[TO BE ATTACHED]

Contract No. _____

PROPERTY SALE AND DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI

and

NASSAU AVENUE INVESTMENTS, LLC

Project Name: 114-116 W. Elder Street

(sale of City-owned real property and renovation into a mixed-use development
consisting of first floor commercial space and 16 residential rental units)

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 **NASSAU AVENUE INVESTMENTS, LLC**, an Ohio limited liability company, the address of which is 1826 Race Street, Cincinnati, Ohio 45202 (“**Developer**”), an affiliate of The Model Group, Inc. (“**Guarantor**”).

Recitals:

A. The City owns certain real property located at 114-116 W. Elder Street in the Over-the-Rhine neighborhood of Cincinnati, which property is more particularly described on Exhibit 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. Pursuant to a *Lease Agreement* dated July 1, 2004 (as amended, the “**Lease**”) and *Findlay Market Management Agreement* dated July 1, 2004 (as amended, the “**Management Agreement**”), each between the City and the Corporation For Findlay Market of Cincinnati (“**CFFM**”), the City leases to CFFM and CFFM manages on behalf of the City various properties at Findlay Market, including the Property.

C. Developer submitted a development proposal to the City pursuant to an RFP issued by the City, pursuant to which Developer desires to purchase the Property and renovate the existing building located thereon into (i) a first floor commercial space, and (ii) 16 residential rental units, 4 of which will be affordable to gross household incomes at or below 80% of area median income, all as more particularly described on Exhibit B (Statement of Work, Budget, and Sources of Funds) hereto, at an estimated total project cost of approximately \$4,628,162 (the “**Project**”).

D. Developer has committed to commence on-site construction at the Property no later than December 31, 2022 (the “**Outside Construction Commencement Date**”), and to complete construction at the Property no later than June 30, 2024 (the “**Outside Construction Completion Date**”).

E. Developer estimates that the Project will create approximately (i) 57 full-time temporary construction jobs during the construction period with an approximate annual payroll of \$1,300,000, and (ii) 14 full-time equivalent permanent jobs following completion of construction of the Project with an approximate annual payroll of \$495,000.

F. The City’s Real Estate Services Division has determined, by appraisal, that the fair market value of the Property is approximately \$150,000; 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 create additional affordable housing in Over-the-Rhine.

G. 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.

H. Section 16 of Article VIII of the Ohio Constitution provides that it is in the public interest and a proper public purpose for the City to enhance the availability of adequate housing and to improve the economic and general well-being of the people of the City by providing or assisting in providing housing.

I. 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 construct the {00347024-8}

Project will create, among other things, additional affordable housing in Cincinnati and is consistent with the City's objective of creating good quality housing options within the Over-the-Rhine neighborhood, thereby contributing to the social and economic viability and stability of the neighborhood.

J. The parties acknowledge that the City will need to amend the Lease and Management Agreement to remove the Property from the same prior to the City's transfer of the Property to Developer.

K. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the sale of the Property to Developer at its meeting on September 17, 2021.

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

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) Conditions. 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 (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 development of the Project;
- (iii) *Developer Inspections:* Developer shall have determined from any inspections and investigations made pursuant to this Section 2, including marketing studies, traffic studies, feasibility studies, and any other studies and investigations related to the Property or the Project that Developer may elect to conduct or have conducted, that the Property and the conditions and circumstances surrounding the Property are suitable for development, construction, and use of the Project in an economically feasible manner;
- (iv) *Financing:* The City's receipt of a satisfactory loan commitment or letter from Developer's lender or other documentation evidencing that Developer has secured or will be able to secure all financing or other funds necessary to complete the Project;
- (v) *Conceptual Drawings:* Developer shall have submitted to the City conceptual drawings, followed by preliminary plans and specifications for the Project;

- (vi) *Final Budget & Construction Contract:* The City's receipt of final construction bids and a final budget for construction of the Project and an executed copy of Developer's construction contract with Developer's general contractor for the Project;
- (vii) *Construction Schedule:* Developer shall have provided the proposed construction schedule for the Project;
- (viii) *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;
- (ix) *Developer-CFFM Lease:* Developer shall have delivered a proposed form lease agreement between Developer and CFFM for the commercial space on the ground floor of the Property (the "**Developer-CFFM Lease**") to the City for approval; once the City has approved of the Developer-CFFM Lease, Developer shall not make any material changes thereto without the City's prior written consent;
- (x) *Completion Guaranty:* Developer shall have caused Guarantor to execute and deliver to the City a guaranty of completion with respect to Developer's obligation to complete the Project, which shall be substantially in the form of Exhibit C (*Form of Completion Guaranty*) hereto (the "**Guaranty**");
- (xi) *Removal of Property from Lease and Management Agreement:* The Property shall have been removed from the Lease and Management Agreement;
- (xii) *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;
- (xiii) *Project Completion:* Based upon all information then available to the City, the City must be reasonably satisfied that the Developer has attained or will attain all approvals and awards necessary to complete the Project; has made no false or misleading claims to the City regarding the Project; and is otherwise prepared, able, and ready to complete the Project in accordance with the requirements of this Agreement;
- (xiv) *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
- (xv) *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) Developer's Right of Entry. 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 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) Copies of Due Diligence Materials to Be Provided to City. 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 as of December 31, 2021, 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) Closing Date. 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 September 27, 2021, or such earlier or later date upon which the parties mutually agree.

(F) Closing Costs and Closing Documents. 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**"). 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. 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) Maintenance of Property Between Closing and Prior to Construction Commencement. 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) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "**Pre-existing Environmental Condition**"), and regardless of whether or not such Pre-existing Environmental Condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City 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.

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(I) Execution of Developer-CFFM Lease. No later than the date that is 60 days from Closing, Developer shall deliver to the City a fully-executed copy of the Developer-CFFM Lease entered into by Developer and CFFM, which shall be substantially in the form approved by the City prior to Closing.

3. Commencement and Completion of Project; Re-Conveyance of Property to City upon Failure to Timely Commence Project.

(A) Commencement and Completion of Construction. 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 (as evidenced by a certificate of occupancy for the Project) in accordance with the City-approved plans and specifications and all other City approvals (the "**Construction Completion**") no later than the Outside Construction Completion Date.

(B) Repurchase Option for Failure to Execute Developer-CFFM Lease or Commence Construction by Outside Construction Commencement Date. As memorialized in the City's Deed, if Developer has not entered into the Developer-CFFM Lease in accordance with Section 2(I), or if Construction Commencement has not occurred on or before the Outside Construction Commencement Date, the City shall have the option to repurchase the Property for the Purchase Price by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of the Closing (the "**Repurchase Option**"), exercisable by giving written notice thereof to Developer at any time after the Outside Construction Commencement Date, but prior to the date of Construction Commencement. At such time as the City no longer has the right of the Repurchase Option and after written request by Developer, the City shall execute and deliver to Developer a recordable release of the Repurchase Option.

(C) Repurchase Option Closing. If the City elects to exercise the Repurchase Option, the re-conveyance shall take place on the date specified in the City's notice of election (not to exceed 6 months after the date of the City's notice). At the closing on such re-conveyance of the Property from Developer to the City: (i) Developer shall re-convey marketable title to the Property to the City or its designee, by limited warranty deed, free and clear of all liens and encumbrances except those, if any, that were in existence as of the date and time of Closing, and in the same condition as presently exists, reasonable wear and tear and damage by the elements excepted (and under no circumstances shall the City be required to pay for the value of any improvements made by Developer to the Property), (ii) real estate taxes and assessments shall be prorated in accordance with local custom, and (iii) Developer shall pay any and all closing costs associated therewith such that the City shall not be required to come up with any funds at the closing for such re-conveyance.

(D) Plans and Specifications. Developer shall complete the Project in accordance with City-approved plans and specifications that are consistent with Exhibit B. 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.

(E) Contractors and Subcontractors. 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.

(F) 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 Exhibit E (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.

(G) Inspection of Work. 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.

(H) Mechanics' Liens. 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.

(I) Reporting During Construction. Upon the City's request throughout construction, Developer shall provide the City with reports describing the status of the Project, including, without limitation, information about whether the Project is on budget and on schedule and containing such additional pertinent information thereto as the City may from time to time reasonably request. Developer shall submit a final report to the City upon completion of the Project.

(J) 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. Insurance; Indemnity.

(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) Waiver of Subrogation. Developer hereby waives all claims and rights of recovery, and on behalf of Developer's insurers, rights of subrogation, against the City, its employees, agents, contractors, and subcontractors with respect to any and all damage to or loss of property that is covered or that would ordinarily be covered by the insurance required under this Agreement to be maintained by Developer, even if such loss or damage arises from the negligence of the City, its employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times protect against such loss or damage by maintaining adequate insurance. Developer shall cause its property insurance policies to include a waiver of subrogation provision consistent with the foregoing waiver.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, 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. Casualty; Eminent Domain. 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. Default; Remedies.

(A) Default. 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 the City are parties (*provided that* a failure of Guarantor to perform under the Guaranty shall be deemed a failure of Developer to perform under this Agreement), and failure by Developer 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 (or Guarantor during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by or against Developer (or Guarantor during the term of the Guaranty), the making by Developer (or Guarantor during the term of the Guaranty) of an assignment for the benefit of creditors, the appointment of a receiver (temporary or permanent) for Developer (or Guarantor during the term of the Guaranty), or the attachment of, levy upon, or seizure by legal process of any of the property of Developer (or Guarantor during the term of the Guaranty); 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. Notices. 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:

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 Developer:

Nassau Avenue Investments, LLC
Attention: Bobby Maly
1826 Race Street
Cincinnati, Ohio 45202

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
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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) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational, and other reports, records, statements, and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including, without limitation, 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) City's Right to Inspect and Audit. 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) Assignment. 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) Entire Agreement. 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) Amendments and Waivers. This Agreement may be amended, waived, or otherwise modified only by a written amendment signed by both parties.

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

(E) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by and against the parties and their respective successors and permitted assigns.

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

(G) Severability. If any part of this Agreement is held by a court of law to be void, illegal, or unenforceable, such part shall be deemed severed from this Agreement, and the balance of this Agreement shall remain in full force and effect.

(H) No Third Party Beneficiaries. No third party beneficiary rights are created by this Agreement.

(I) No Brokers. 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) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's Office.

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

11. Coordinated Report Conditions. Per Coordinated Report #61-2021, Developer shall abide by the following additional conditions:

(A) Greater Cincinnati Water Works (GCWW): There is an active 2" water service branch (H-284936) attached to the Property. A notice was served to the subject property due to a violation for an interconnection (takeoff) before the backflow prevention device. All water serving the Property must go through the backflow prevention device. Developer shall (i) ensure that backflow prevention device on the Property conforms to cross connection program requirements and (ii) correct violation. Developer shall contact Jermaine Bolton at Jermaine.Bolton@gcww.cincinnati-oh.gov or at (513) 591-7876 for confirmation once the violation mentioned above has been corrected. Additionally, the backflow prevention device must be tested; schedule with the plumber should be coordinated with GCWW by contacting Jermaine Bolton.

(B) Cincinnati Bell: The existing facilities must remain in place, in service, and able to be accessed. Any damage done to the existing facilities, or any work done to relocate the existing facilities, will be at the sole expense of Developer.

12. Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – *Legal Description*

Exhibit B – *Statement of Work, Budget, and Sources of Funds*

Exhibit C – *Form of Completion Guaranty*

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

NASSAU AVENUE INVESTMENTS, LLC,
an Ohio limited liability company

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

Authorized by resolution dated _____.

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

Exhibit A
to Property Sale and Development Agreement

Legal Description

Property Address: 114-116 W. Elder Street, Cincinnati, Ohio 45202
Parcel ID Nos.: 094-0008-0276-00, 094-0008-0277-00, & 094-0008-0278-00 (as consolidated)

Situate in Section 13, Fractional Range 2, Town 3, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 7, 8 and 9 of Findlay and Garrard's Subdivision as recorded in Deed Book 45, Page 319 of the Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the East line of Pleasant Street, 30' R/W and the North line of Elder Street, 45' R/W measure in said East line North 16° 32' 28" West, 80.31 feet to a point in the South line of Sellew Alley 12' R/W; thence with said South line North 73° 49' 45" East, 60.00 feet to a point in the West line of a tract of land belonging to Michael Luken as recorded in Deed Book 4312 Page 1353; thence with said West line South 16° 32' 28" East, 80.28 feet to a point in the North line of said Elder Street; thence, with said North line South 73° 47' 50" West, 60.00 feet to the Place of Beginning. Containing 4,818 square feet of land, more or less. Subject to all legal highways easements and restriction of record. Based on drawing G-44-10-80 of the City Engineer's Office. Bearings based on line survey #29-22 of the City Engineer's office.

Exhibit B
to Property Sale and Development Agreement

Statement of Work, Budget, and Sources of Funds

I. STATEMENT OF WORK

Developer shall conduct a comprehensive renovation of the building, rehabilitating it consistent with National Park Historic Standards. The Project will create 16 new residential rental apartments, including 4 units that will be affordable to gross household incomes at or below 80% of the Area Median Income (AMI), as established by the United States Department of Housing and Urban Development for the Cincinnati metropolitan area, adjusted for household size, as may be updated from time to time, for a period of 8 years from the Outside Construction Completion Date. Of the 16 apartments, 10 will be studio apartments and 6 will be one-bedroom apartments. In addition to the residential units, the Project will result in a build-out of the commercial space on the south side of the City Property fronting Elder Street and an update of the first-floor public restroom facilities.

II. BUDGET

Acquisition	
114-116 W Elder Street	1.00
Total Acquisition	1.00
Construction Costs	
Demo/Abatement	96,411.00
Site Work	41,319.00
Construction Costs	1,761,460.00
Public Restrooms	130,000.00
Commercial Space TI	70,000.00
General Requirements	113,951.00
Contractor Overhead	37,984.00
Contractor Profit	113,951.00
Contingency	189,919.00
Total Construction Costs	2,554,995.00
Developer Fee	
Developer Fee	494,709.00
Total Developer Fee	494,709.00
Soft Costs	
Architecture & Engineering	153,300.00
Permits & Tap Fees	20,992.00
Real Estate Taxes	55,000.00
Construction Insurance	10,880.00
Environmental	35,000.00
Appraisal	15,000.00
Survey	20,000.00
Title and Recording	20,087.00

Legal Costs	250,000.00
Accounting	75,000.00
Construction Period Tax Return	15,000.00
Cost Certification & GP Accounting	12,000.00
Construction Period Interest	118,489.00
Reasonableness Opinion	10,000.00
Loan Costs (Constr.)	21,198.00
Soft Cost Contingency	51,569.00
Historic Tax Credit Fees	6,942.00
Marketing Costs	10,000.00
NMTC Initial CDE Fee	184,500.00
NMTC Fee and Audit Reserves	143,500.00
NMTC & HTC Transaction Fees	350,000.00
Total Soft Costs	1,578,457.00
Total Development Costs	4,628,162.00

III. SOURCES OF FUNDS

Bank Loan	1,000,000.00
OZ Equity	426,942.00
NMTC Equity	1,215,240.00
State NMTC Equity	650,000.00
Federal HTC Equity	617,711.00
State HTC Equity	718,269.00
Total Sources of Funds	4,628,162.00

Exhibit C
to Property Sale and Development Agreement
Form of Completion Guaranty

[SEE ATTACHED]

COMPLETION GUARANTY

This Completion Guaranty (this “**Guaranty**”) is made as the Effective Date (as defined on the signature page hereof), by **THE MODEL GROUP, INC.**, an Ohio corporation, the address of which is 1826 Race Street, Cincinnati, Ohio 45202 (“**Guarantor**”), in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the “**City**”).

Recitals:

A. Nassau Avenue Investments, LLC, an Ohio limited liability company, 1826 Race Street, Cincinnati, Ohio 45202 (“**Obligor**”), being an affiliate of Guarantor, and the City are parties to a *Property Sale and Development Agreement* dated _____, 2021 (the “**Agreement**”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to complete the renovation of the real property located at 114-116 W. Elder Street, Cincinnati, Ohio 45202 (the “**Property**”), which includes the renovation of the Property’s ground floor into commercial space and the upper floors of the Property into a minimum of 16 residential rental units, as further described in the Agreement (the “**Project**”).

C. It is a condition of the Agreement that Guarantor provide this Guaranty to the City with respect to the Project.

NOW, THEREFORE, for and in consideration of the City’s execution of the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby promises and agrees as follows:

1. Guaranty.

(A) Guarantor hereby absolutely, unconditionally, and irrevocably guarantees to the City the full and prompt performance by Obligor of Obligor’s obligations under the Agreement to complete the Project in accordance with, and subject to, the terms and conditions of the Agreement, including payment to the City of any and all losses, damages and expenses (including, without limitation, attorneys’ fees) suffered or incurred by the City and arising out of the failure by Obligor under the Agreement to do so, regardless of whether such losses, damages or expenses are expressly provided for under the Agreement or are then otherwise allowable by law (collectively, the “**Guaranteed Obligations**”).

(B) If Obligor fails to fulfill one or more of the Guaranteed Obligations, resulting in a notice of default from the City to Obligor under the Agreement, the City may notify Guarantor thereof in writing, whereupon Guarantor, within ten (10) days after its receipt of such notice, shall take all steps necessary to cure the default (including, for example, providing additional funding for the Project if necessary). All rights and remedies of the City under this Guaranty are cumulative, and nothing in this Guaranty shall be construed as limiting the City’s rights and remedies available under the Agreement or at law or in equity.

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor’s obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement

with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

(A) Guarantor's liability under this Guaranty (i) shall be primary, direct and immediate and is a guaranty of performance and completion and not of collection; (ii) shall not be conditioned or contingent upon the pursuit by Obligor of any remedy that it may have against its contractors, subcontractors or any other person with respect to the Project or at law or in equity; and (iii) shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Agreement, as the case may be, or of the adequacy of any consideration or security given therefor or in connection therewith, or of any other circumstance that might otherwise constitute a legal or equitable discharge of a surety or a guarantor under applicable law. Guarantor hereby waives any and all defenses at law or in equity that may be available to Guarantor by virtue of any such circumstance.

(B) Without limiting the generality of the foregoing provisions of this Section 2, the City shall not be required (i) to make any demand of Obligor or any other person; or (ii) otherwise to pursue or exhaust its remedies against Obligor or any other person or entity or against the Project, before, simultaneously with, or after enforcing any of its rights and remedies under this Guaranty against Guarantor. The City may bring one or more successive and/or concurrent actions against Guarantor, either as part of any action brought against Obligor or in one or more separate actions, as often as the City deems advisable in the exercise of its sole and absolute discretion.

(C) Guarantor's liability under this Guaranty shall continue after any assignment or transfer by the City or Obligor of any of their respective rights or interests under the Agreement or with respect to the Project until the satisfaction of all provisions contained in this Guaranty (but the foregoing shall not be deemed to be or constitute the consent by the City to any such assignment by Obligor, which shall continue to be governed by the terms of the Agreement). Guarantor's liability under this Guaranty shall not be affected by any bankruptcy, reorganization or insolvency of Obligor or any successor or assignee thereof or by any disaffirmance or abandonment by a trustee of Obligor.

(D) Guarantor hereby expressly waives: (i) presentment and demand for payment of any sum payable under the provisions of the Agreement, and protest of any nonpayment thereof; (ii) notice of acceptance of this Guaranty and of such presentment, demand and protest; (iii) notice of any default under this Guaranty or under the provisions of the Agreement, except as stated herein; (iv) demand for observance or performance, and enforcement, of any of the terms or conditions of this Guaranty, and/or of the Agreement, except as stated herein; (v) any and all other notices and demands that may otherwise be required by law to be given or made; and (vi) any and all rights that Guarantor may have to a trial by jury in any action brought on or with respect to this Guaranty, all rights and remedies accorded by applicable law to Guarantor, including, without limitation, any extension of time conferred by any law now or hereafter in effect, and all rights of redemption, homestead, dower and other rights or exemptions of every kind, whether common law or statutory. In addition, Guarantor hereby expressly agrees that, if this Guaranty is enforced by suit or otherwise, or if the City exercises any of its rights or remedies under the provisions of the Agreement upon any default by Obligor in performing any of Obligor's obligations thereunder, Guarantor shall reimburse the City, upon demand, for any and all expenses, including without limitation attorneys' fees, that the City incurs in connection therewith, payable within ten (10) days after the City's written demand.

3. Subrogation. No payment by Guarantor under this Guaranty shall give Guarantor any right of subrogation to any rights or remedies of the City against Obligor under the Agreement. Until Obligor has paid and performed all of its obligations under the Agreement, Guarantor hereby waives all rights of contribution, indemnity or subrogation with respect to Obligor that might otherwise arise from Guarantor's performance under this Guaranty.

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) has a financial interest in the Project; (ii) is duly organized, validly existing and in good standing under the laws of the State of Ohio; (iii) has full power, authority and legal right to execute, acknowledge, and deliver this {00347024-8}

Guaranty; and (iv) there are no actions, suits, or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency, or instrumentality which involve the possibility of any judgment or order that may result in any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

5. Notices. All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person; (b) upon receipt or refusal if delivered by overnight delivery with any reputable overnight courier service; or (c) upon receipt or refusal if sent by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to Guarantor and the City, as the case may be, at the addresses set forth in the introductory paragraph of this Guaranty or such other address as may be designated from time to time by notice given to the other party in the manner prescribed herein. Guarantor shall simultaneously send, by U.S. certified mail, a copy of each notice given by Guarantor to the City hereunder to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202.

6. General Provisions.

(A) Amendment. This Guaranty may be amended or supplemented by, and only by, an instrument executed by the City and Guarantor.

(B) Waiver. Neither party hereto shall be deemed to have waived the exercise of any right that it holds under this Guaranty unless that waiver is made expressly and in writing (and no delay or omission by any party hereto in exercising any such right shall be deemed a waiver of its future exercise). No such waiver made as to any instance involving the exercise of any such right shall be deemed a waiver as to any other such instance, or any other such right.

(C) Applicable Law. This instrument shall be given effect and construed by application of the laws of the City of Cincinnati and the State of Ohio, and any action or proceeding arising under this Guaranty shall be brought only in the Hamilton County Court of Common Pleas. Guarantor hereto agrees that the City shall have the right to join Obligor in any action or proceeding commenced by the City under this Guaranty.

(D) Time of Essence. Time shall be of the essence as to the performance of Guarantor's obligations pursuant to this Guaranty.

(E) Headings. The headings of the paragraphs and subparagraphs of this Guaranty are provided herein for and only for convenience of reference and shall not be considered in construing their contents.

(F) Construction. As used in this Guaranty, (i) the term "person" means a natural person, a trustee, a corporation, a partnership, a limited liability company, and any other form of legal entity; and (ii) all references made (a) in the neuter, masculine, or feminine gender shall be deemed to have been made in all such genders, (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to any paragraph or subparagraph shall, unless herein expressly indicated to the contrary, be deemed to have been made to such paragraph or subparagraph of this Guaranty, and (d) to Guarantor, the City, and Obligor shall be deemed to refer to each person hereinabove so named and their respective heirs, executors, personal representatives, successors and assigns.

(G) Severability. No determination by any court or governmental body that any provision of this Guaranty or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (i) any other such provision, or (ii) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with applicable law.

(H) Entire Agreement. This Guaranty represents the complete understanding between or among the parties hereto as to the subject matter hereof, and supersedes all prior negotiations, representations, warranties, statements or agreements, either written or oral, between or among the parties hereto as to the same.

(I) Term. This Guaranty shall be effective upon the execution hereof and shall remain in effect until such time as the Guaranteed Obligations are satisfied and discharged in full. At such time, Guarantor may request, and the City will endeavor to promptly provide, a written statement from the City acknowledging the same and confirming that Guarantor has no further obligations hereunder.

(J) Assignment. Guarantor shall not assign its rights or interests or delegate its duties or obligations under this Guaranty to any third party without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion. Any non-permitted assignment shall be void.

[Signature Page Follows]

Executed and effective as of _____, 2021 (the “**Effective Date**”).

OBLIGOR:

THE MODEL GROUP, INC.,

By: _____

Printed name: _____

Title: _____

Approved as to Form:

Assistant City Solicitor

Exhibit D
to Property Sale and Development Agreement

Form of Quitclaim Deed

[SEE ATTACHED]

----- space above for recorder -----

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **NASSAU AVENUE INVESTMENTS, LLC**, an Ohio limited liability company, the address of which is 1826 Race Street, Cincinnati, Ohio 45202 (“**Grantee**”), all of the City’s right, title, and interest in and to the real property described on Exhibit A (Legal Description) hereto (the “**Property**”).

Property Address: 114-116 W. Elder Street, Cincinnati, Ohio 45202

Auditor’s Parcel No.: 094-0008-0276-00, 094-0008-0277-00, & 094-0008-0278-00 (cons.)

Re-conveyance to City upon Failure to Execute Developer-CFFM Lease or Failure to Timely Commence Construction: The City and Grantee are parties to a *Property Sale and Development Agreement* dated _____, 2021 (the “**Agreement**”), pursuant to which Grantee is required to redevelop the Property. If Grantee does not enter into the Developer-CFFM Lease (as defined in the Agreement) no later than the date that is 60 days from the date of the Closing (as defined in the Agreement) in accordance with the Agreement, or if Grantee does not commence construction at the Property on or before the Outside Construction Commencement Date (as defined in the Agreement) in accordance with the Agreement, Grantee shall re-convey the Property to the City as described in the Agreement. At such time as the City no longer has the right to reacquire the Property under the Agreement, the City, at Grantee’s request, shall execute and deliver to Grantee a release of such rights for recording in the Hamilton County, Ohio Records. Until such time as the Property has been reconveyed to the City or the City has released or waived its rights to reacquire the Property thereunder, Grantee shall not sell or otherwise transfer title to the Property or any portion thereof without the prior written consent of the City.

Covenants and Restrictions in favor of The Corporation For Findlay Market of Cincinnati, an Ohio nonprofit corporation (“CFFM”): The City conveys the Property to Grantee subject to the covenants and restrictions set forth on Exhibit B (Covenants and Restrictions) hereto, which shall (i) “run with the land” and be binding upon Grantee and its successors-in-interest with respect to the Property, and (ii) be enforceable against Grantee by CFFM.

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

Prior instrument reference: Official Record __, Page __, Hamilton County, Ohio Records.

Executed on _____, 2021.

CITY OF CINCINNATI

By: _____

Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____ the _____ of the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified hereby.

Notary Public
My commission expires: _____

Approved 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 made a part hereof:

Exhibit A - *Legal Description*

Exhibit B - *Covenants and Restrictions*

Exhibit A
to Quitclaim Deed

Legal Description

Property Address: 114-116 W. Elder Street, Cincinnati, Ohio 45202
Parcel ID Nos.: 094-0008-0276, 094-0008-0277 & 094-0008-0278 (*consolidated*)

Situate in Section 13, Fractional Range 2, Town 3, Millcreek Township, City of Cincinnati, Hamilton County, Ohio and being all of Lots 7, 8 and 9 of Findlay and Garrard's Subdivision as recorded in Deed Book 45, Page 319 of the Hamilton County Recorder's Office and being more particularly described as follows:

Beginning at the intersection of the East line of Pleasant Street, 30' R/W and the North line of Elder Street, 45' R/W measure in said East line North 16° 32' 28" West, 80.31 feet to a point in the South line of Sellew Alley 12' R/W; thence with said South line North 73° 49' 45" East, 60.00 feet to a point in the West line of a tract of land belonging to Michael Luken as recorded in Deed Book 4312 Page 1353; thence with said West line South 16° 32' 28" East, 80.28 feet to a point in the North line of said Elder Street; thence, with said North line South 73° 47' 50" West, 60.00 feet to the Place of Beginning. Containing 4,818 square feet of land, more or less. Subject to all legal highways easements and restriction of record. Based on drawing G-44-10-80 of the City Engineer's Office. Bearings based on line survey #29-22 of the City Engineer's office.

Exhibit B
to Quitclaim Deed

Covenants and Restrictions

1. Hours of Operation. Any and all retail or commercial businesses operating on the Property (**"Merchants"**) shall maintain regular business hours for Findlay Market as established from time to time by CFFM. The current business hours are: Monday – closed; Tuesday thru Friday – 9 am-6 pm; Saturday – 8 am-6 pm; Sunday – 10 am-4 pm. During such hours, all Merchants shall (a) be open for business, (b) be staffed at all times, (c) be fully merchandised, and (d) offer a complete product mix.
2. First Floor for Retail or Commercial Use. The first floor of the building located on the Property shall be used solely for retail or commercial use (excluding the prohibited uses described in paragraph 4 below).
3. Annual Fee Payable to CFFM. In consideration of the benefits and services currently being provided by CFFM to Merchants, Grantee shall pay an annual fee to CFFM (the **"CFFM Fee"**) (pro-rated, if applicable, as hereinafter described), payable no later than January 31 of each year, in an annual amount equal to **\$1.75** per square foot of occupied retail space at the Property (with no such fee being payable with respect to any period of time that (i) the retail space is not actually occupied, or (ii) CFFM is not providing comparable benefits and services to Merchants). CFFM shall have the right from time to time, effective as of January 1st of any year, to increase the annual CFFM Fee upon no less than 60 days' prior written notice sent to Grantee at Grantee's tax-mailing address as set forth on the Hamilton County Auditor's website, provided that no such increase in any given year shall exceed **10%**.
4. Prohibited Uses. The following uses are prohibited on the Property, unless consented to in writing by CFFM: Formula retail (chains); pay-day lenders; check cashing establishments; convenience stores; thrift stores; hair salons; tanning salons; nail salons; carryout beer, wine or liquor stores; churches, mosques, temples and other places of worship; pawn shops; cell phone stores; head shops; used appliance stores; purveyors of adult videos, magazines, books or toys; strip clubs, gentlemen's clubs, or other similar adult entertainment establishments; pool halls, billiard halls; game arcades; dry cleaners or laundromats; bingo halls; health clinics; dental clinics; social service agencies; dollar stores.

* * *

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

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

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

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

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

(a) “**Best Efforts**” means substantially complying with all of the following as to any of its employees performing such construction, and requiring that all of its construction subcontractors substantially comply with all of the following: (1) solicitation of Minority Persons as potential employees through advertisements in local minority publications; and (2) contacting government agencies, private agencies, and/or trade unions for the job referral of qualified Minority Persons.

(b) “**Minority Person**” means any person who is Black, Asian or Pacific Islander, Hispanic, American Indian or Alaskan Native.

(c) “**Black**” means a person having origin in the black racial group of Africa.

(d) “**Asian or Pacific Islander**” means a person having origin in the original people of the Far East or the Pacific Islands, which includes, among others, China, India, Japan, Korea, the Philippine Islands, Malaysia, Hawaii and Samoa.

(e) “**Hispanic**” means a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish cultural origin.

(f) “**American Indian**” or “**Alaskan Native**” means a person having origin in any of the original people of North America and who maintains cultural identification through tribal affiliation.

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, but not limited to, the City’s construction of public improvements to specifically benefit the Project, or the City’s sale of real property to Developer at below fair market value).

(b) Requirement. This Agreement may be subject to the requirements of City of Cincinnati, Ordinance No. 130-2002, as amended or superseded, providing that, if Developer receives City funds or other assistance, Developer and its general contractor, prior to the commencement of construction of the Project and prior to any expenditure of City funds, and with the aim of reaching comprehensive and efficient project agreements covering all work done by Developer or its general contractor, shall meet and confer with: the trade unions representing all of the crafts working on the Project, and minority, female, and locally-owned contractors and suppliers potentially involved with the construction of the Project. At this meeting, Developer and/or its general contractor shall make available copies of the scope of work and if prevailing wage rates apply, the rates pertaining to all proposed work on the Project. Not later than ten (10) days following Developer and/or its general contractor’s meet and confer activity, Developer shall provide to the City, in writing, a summary of Developer and/or its general contractor’s meet and confer activity.

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

(a) Applicability. Pursuant to Ordinance No. 273-2002, the provision in clause (b) below applies solely where the Project receives in \$250,000 or more in direct City funding, and where such funding comprises at least 25% of the Project’s budget. For the purposes of this clause (iii), “direct City funding” means a direct subsidy of City funds in the form of cash, including grants and forgivable loans, but not including public improvements, land acquisitions and sales, job creation tax credits, or tax abatements or exemptions.

(b) Requirement. This Agreement requires that Developer issue an invitation to bid on the construction components of the development by trade craft through public notification and that the bids be read aloud in a public forum. For purposes of this provision, the following terms shall be defined as set forth below:

(1) “Bid” means an offer in response to an invitation for bids to provide construction work.

(2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.

(3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.

(4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

(5) “Read Aloud in a Public Forum” means all bids shall be read aloud at the time, date and place specified in the invitation for bids, and the bids shall be available for public inspection at the reading.

(C) City Building Code. All construction work must be performed in compliance with City building code requirements.

(D) Lead Paint Regulations. All work must be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and must comply with OSHA's Lead in Construction Regulations and the OEPA's hazardous waste rules. All lead hazard abatement work must be supervised by an Ohio Licensed Lead Abatement Contractor/Supervisor.

(E) Displacement. If the Project involves the displacement of tenants, Developer shall comply with all Government Requirements in connection with such displacement. If the City shall become obligated to pay any relocation costs or benefits or other sums in connection with the displacement of tenants, under Cincinnati Municipal Code Chapter 740 or otherwise, Developer shall reimburse the City for any and all such amounts paid by the City in connection with such displacement within twenty (20) days after the City's written demand.

(F) Small Business Enterprise Program.¹

(i) Applicability. The applicability of Municipal Code Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of \$5,000. Municipal Code Chapter 323 defines "contract" as "a contract in excess of \$5,000.00, except types of contracts listed by the City purchasing agent as exempt and approved by the City Manager, for (a) construction, (b) supplies, (c) services, or (d) professional services." It defines "construction" as "any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than \$4,000 and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority." To the extent Municipal Code Chapter 323 does not apply to this Agreement, Developer is not subject to the various reporting requirements described in this Section (F).

(ii) Requirement. The City has an aspirational goal that 30% of its total dollars spent for construction and 15% of its total dollars spent for supplies/services and professional services be spent with Small Business Enterprises ("SBE"s), which include SBEs owned by minorities and women. Accordingly, subject to clause (i) above, Developer and its general contractor shall use its best efforts and take affirmative steps to assure that SBEs are utilized as sources of supplies, equipment, construction, and services, with the goal of meeting 30% SBE participation for construction contracts and 15% participation for supplies/services and professional services contracts. An SBE means a consultant, supplier, contractor or subcontractor who is certified as an SBE by the City in accordance with Cincinnati Municipal Code ("CMC") Chapter 323. (A list of SBEs may be obtained from the Department of Economic Inclusion or from the City's web page, <http://cincinnati.diversitycompliance.com>.) Developer and its general contractor may refer interested firms to the Department of Economic Inclusion for review and possible certification as an SBE, and applications may also be obtained from such web page. If the SBE program is applicable to this Agreement, as described in clause (i) above, Developer agrees to take (or cause its general contractor to take) at least the following affirmative steps:

- (1) Including qualified SBEs on solicitation lists.
- (2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use 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.

¹ Note: DCED is currently evaluating revisions to this SBE section due to recent legislative changes adopted by Council. If DCED implements these policy changes prior to the execution of this Agreement, this section will be revised.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

(iv) Subject to clause (i) above, Developer shall provide to the City, prior to commencement of the Project, a report listing all of the contractors and subcontractors for the Project, including information as to the owners, dollar amount of the contract or subcontract, and other information that may be deemed necessary by the City Manager. Developer or its general contractor shall update the report monthly by the 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) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

(ii) Requirement. If this Agreement is subject to the provisions of Chapter 325 of the Cincinnati Municipal Code (the City of Cincinnati's Equal Employment Opportunity Program), the provisions thereof are hereby incorporated by reference into this Agreement.

(H) Prevailing Wage. Developer shall comply, and shall cause all contractors working on the Project to comply, with all any prevailing wage requirements that may be applicable to the Project. In the event that the City is directed by the State of Ohio to make payments to construction workers based on violations of such requirements, Developer shall make such payments or reimburse the City for such payments within twenty (20) days of demand therefor. A copy of the City's prevailing wage determination may be attached to this Exhibit as Addendum I to Additional Requirements Exhibit (City's Prevailing Wage Determination) hereto.

(I) Compliance with the Immigration and Nationality Act. In the performance of its construction obligations under this Agreement, Developer shall comply with the following provisions of the federal Immigration and Nationality Act: 8 U.S.C.A. 1324a(a)(1)(A) and 8 U.S.C.A. 1324a(a)(2). Compliance or noncompliance with those provisions shall be solely determined by final determinations resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

(J) Prompt Payment. The provisions of Chapter 319 of the Cincinnati Municipal Code, which provides for a "Prompt Payment System", may apply to this Agreement. Municipal Code Chapter 319 also (i) provides certain requirements for invoices from contractors with respect to the Prompt Payment System, and (ii) obligates contractors to pay subcontractors for satisfactory work in a timely fashion as provided therein.

(K) Conflict of Interest. Pursuant to Ohio Revised Code 102.03, no officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the Project may have any personal financial interest, direct or indirect, in Developer or in the Project, and Developer shall take appropriate steps to assure compliance.

(L) Ohio Means Jobs. If this Agreement constitutes a construction contract (pursuant to the guidance with respect to the definition of that term provided in Section (A) above), then, pursuant to Ordinance No. 238-2010: To the extent allowable by law, Developer and its general contractor shall use its best efforts to post available employment opportunities with Developer, the general contractor's organization, or the organization of any subcontractor working with Developer or its general contractor with the OhioMeansJobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-946-7200.

(M) Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide {00347024-8}

additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

(N) Americans With Disabilities Act; Accessibility.

(i) Applicability. Cincinnati City Council adopted Motion No. 201600188 on February 3, 2016 (the “**Accessibility Motion**”). This motion directs City administration, including DCED, to include language specifically requiring compliance with the Americans With Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the “**ADA**”), and imposing certain minimum accessibility standards on City-subsidized projects regardless of whether there are arguably exceptions or reductions in accessibility standards available under the ADA or State law.

(ii) Requirement. In furtherance of the policy objectives set forth in the Accessibility Motion, (A) the Project shall comply with the ADA, and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a “place of public accommodation” or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then Developer shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, “**Contractual Minimum Accessibility Requirements**” means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building’s primary point of entry, conspicuous signage directing persons to such accessible point of entry.

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of “qualifying incentives” for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines “qualifying incentives” as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues

or service payments in lieu of taxes. For the avoidance of doubt, “qualifying incentives” does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

(ii) Requirement. If the applicability criteria of Ordinance No. 89-2017 are met, then the following requirements shall apply to any parking garage included within the Project: (a) at least one percent of parking spaces, rounding up to the nearest integer, shall be fitted with Level 2 minimum 7.2 kilowatt per hour electric car charging stations; provided that if one percent of parking spaces is less than two parking spaces, the minimum number of parking spaces subject to this clause shall be two parking spaces; and (b) the parking garage’s electrical raceway to the electrical supply panel serving the garage shall be capable of providing a minimum of 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer, and the electrical room supplying the garage must have the physical space for an electrical supply panel sufficient to provide 7.2 kilowatts of electrical capacity to at least five percent of the parking spaces of the garage, rounding up to the nearest integer.

(P) Certification as to Non-Debarment. Developer represents that neither it nor any of its principals is presently suspended or debarred by any federal, state, or local government agency. In completing the Project, Developer shall not solicit bids from any contractors or subcontractors who are identified as being suspended or debarred by any federal, state, or local government agency. If Developer or any of its principals becomes suspended or debarred by any federal, state, or local government agency during the term of this Agreement, Developer shall be considered in default under this Agreement.

Addendum I to Exhibit D

City's Prevailing Wage Determination

[TO BE ATTACHED]

September 20, 2021

To: Members of the Budget and Finance Committee 202102814

From: Paula Boggs Muething, City Manager

**Subject: Emergency Ordinance – FY 2021 Year-End Report
Recommended Transfers and Appropriations (B Version)**

Attached is an Emergency Ordinance captioned:

PROVIDING for potential income tax refund claims for calendar year 2021 based on state legislation authorizing such refund claims for taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021 by notwithstanding the provisions of Sections 14, 15, and 16 of Ordinance No. 0213-2019, which amended the policy of managing the Stabilization Funds for the City of Cincinnati and established the Waterfall Funding Mechanism for funding the Stabilization Funds, to establish a new balance sheet reserve account no. 050x3421, “Income Tax Reserve for Refunds,” within the General Fund 050 and to authorize the transfer of funds to the newly established “Income Tax Reserve for Refunds” balance sheet reserve account; **AUTHORIZING** the transfer of the sum of \$50,015,389 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x3421, “Income Tax Reserve for Refunds,” for the purpose of providing resources for income tax refunds to taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021; **AUTHORIZING** the transfer of the sum of \$3,162,738 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Working Capital Reserve Fund 754 for the purpose of increasing the City’s working capital reserve; **AUTHORIZING** the transfer of the sum of \$3,258,579 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2585, “Economic Downturn Reserve,” for the purpose of increasing the City’s emergency reserve; **AUTHORIZING** the transfer of the sum of \$4,397,435 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2580, “Reserve for Weather Events, Other Emergency and One-Time Needs,” for the purpose of providing resources for unanticipated emergencies including those caused by unusual weather events, in order to increase the City’s reserve; **AUTHORIZING** the appropriation of the sum of \$1,062,737 from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached

Section A of the General Fund Operating Budget Schedule of Appropriation for the purpose of providing funds for: the Department of Human Resources for sworn testing (\$45,237) and the HR Centralization Initiative (\$102,500); the Department of Parks for a mower and other maintenance equipment (\$22,000); the Cincinnati Police Department for records management software to be used in conjunction with the Law Department (\$85,000); the City Manager's Office for leveraged support to the Chamber of Commerce – Immigration Center Partnership (COMPASS) (\$50,000), funding for the Manager's Advisory Group (MAG) for a Youth Violence Reduction Initiative (\$200,000), funding for the Cincinnati Citizens Respect Our Witnesses (CCROW) program (\$208,000), and funding for Equitas Health for a Mobile Outreach Vehicle (MOVE) to provide for the health care needs of those living with HIV or at risk of HIV transmission (\$100,000); and the Department of Public Services for a safe and clean neighborhood fund (\$250,000); AUTHORIZING the transfer and return to source Fund 758 of the sum of \$525,000 from various capital improvement program project accounts according to the attached Section A of the Capital Budget Schedule of Transfer for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources as opposed to capital resources; ESTABLISHING new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of General Fund 050 and Income Tax Capital Fund 758 to new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood according to the attached Section B of the Capital Budget Schedule of Transfer; DECLARING expenditures from capital improvement program project account no. 980x164x221616, "King Records Building Restoration," to be for a public purpose; AUTHORIZING the appropriation of the sum of \$525,000 from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached Section B of the General Fund Operating Budget Schedule of Appropriation for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources; ESTABLISHING new capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center," for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center; AUTHORIZING the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of General Fund 050 to new

capital improvement program project account no. 980x164x221606, “Cincinnati Contemporary Arts Center” for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center; DECLARING expenditures from capital improvement program project account no. 980x164x221606, “Cincinnati Contemporary Arts Center,” to be for a public purpose; ESTABLISHING new capital improvement program project account no. 980x232x222353, “Central Parkway Streetscape,” for the purpose of providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of the General Fund to new capital improvement program project account 980x232x222353, “Central Parkway Streetscape,” for the purpose of providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; ESTABLISHING new capital improvement program project account no. 980x203x222009, “Freedom Center Park,” for the purpose of providing resources for the design and construction of improvements to the park located adjacent to the Freedom Center; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to new capital improvement program project account no. 980x203x222009, “Freedom Center Park,” for the purpose of providing resources for Freedom Center Park at the Banks; and DECLARING expenditures from capital improvement program project account no. 980x203x222009, “Freedom Center Park,” to be for a public purpose and constitute a “Public Infrastructure Improvement” (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

The original version of this Emergency Ordinance (Item #202102757) incorrectly referred to the newly established Income Tax Reserve for Refunds as one of the City’s Stabilization Funds. The B Version of this Emergency Ordinance corrects that error.

This Emergency Ordinance would authorize the various transfers and appropriations as recommended in the FY 2021 Carryover to FY 2022 Report Item #202102726 which includes the following transfers and appropriations:

Application of FY 2021 Carryover Balance

Cash Basis Carryover Balance FY 2021	\$ 71,239,421
Uses of Carryover Balance	
Less Transfer to Reserve for 30% Income Tax Reserve for Refunds	\$ 50,015,389
Application of Stabilization Funds Policy:	
Less General Fund Carryover Balance (1.5% of operating revenue)	\$ 7,242,543
Less Transfers to Reserve Accounts:	
General Fund Contingency Account (2.00% of operating revenue)	\$ 4,397,435
Economic Downturn Reserve (5.00% of operating revenue)	\$ 3,258,579
Working Capital Reserve (8.2% of operating revenue)	<u>\$ 3,162,738</u>
Total Reserve Transfer from Stabilization Funds Policy	<u>\$ 10,818,752</u>
Carryover Balance Less Total Applied to Stabilization Funds Policy	\$ 3,162,737
Less One-Time Uses:	
Human Resources Sworn Testing	\$ 45,237
Parks Mower and Other Maintenance Equipment	\$ 22,000
Police and Law: Records Management Software	\$ 85,000
Assorted Capital Projects Shifted to the Operating Budget (OES/DOTE/Planning)	\$ 251,600
DCED Capital Projects Shifted to the Operating Budget	\$ 273,400
Chamber of Commerce - Immigration Center Partnership (COMPASS)	\$ 50,000
Central Parkway Streetscape	\$ 1,000,000
Safe and Clean Neighborhood Fund	\$ 250,000
Manager's Advisory Group (MAG) Youth Violence Reduction Initiative	\$ 200,000
Human Resources HR Centralization Initiative	\$ 102,500
Cincinnati Contemporary Arts Center (CAC) Creativity Center Renovations	\$ 100,000
King Records	\$ 475,000
Equitas Health Mobile Outreach Vehicle (MOVe) Initiative	\$ 100,000
Cincinnati Citizens Respect Our Witnesses (CCROW)	<u>\$ 208,000</u>
Balance Available	\$ -
Capital Budget Resources Available Due to Swaps	
Assorted Capital Projects Shifted to the Operating Budget (OES/DOTE/Planning)	\$ 251,600
DCED Capital Projects Shifted to the Operating Budget	<u>\$ 273,400</u>
Balance Available	\$ 525,000
Less One-Time Uses:	
King Records	<u>\$ 525,000</u>
Balance Available	\$ -

Additionally, this Emergency Ordinance also authorizes the establishment of new capital improvement program project account no. 980x203x222009, "Freedom Center Park," for the purpose of providing resources for the design and construction of improvements to the park located adjacent to the Freedom Center. The project will be funded by the transfer and appropriation of \$1,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481.

Additional information regarding the overview of the City of Cincinnati's financial condition for the fiscal year (FY) ending June 30, 2021, can be found in the Department of Finance Reports for the Fiscal Year Ended June 30, 2021 (unaudited) Item #202102725.

The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and so that the necessary expenditures described herein may be made as soon as possible.

The Administration recommends passage of this Emergency Ordinance.

cc: William "Billy" Weber, Assistant City Manager
Andrew M. Dudas, Budget Director
Karen Alder, Finance Director

Attachments

EMERGENCY

City of Cincinnati

CMZ/B

AWB

An Ordinance No. _____

- 2021

PROVIDING for potential income tax refund claims for calendar year 2021 based on state legislation authorizing such refund claims for taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021 by notwithstanding the provisions of Sections 14, 15, and 16 of Ordinance No. 0213-2019, which amended the policy of managing the Stabilization Funds for the City of Cincinnati and established the Waterfall Funding Mechanism for funding the Stabilization Funds, to establish a new balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," within the General Fund 050 and to authorize the transfer of funds to the newly established "Income Tax Reserve for Refunds" balance sheet reserve account; **AUTHORIZING** the transfer of the sum of \$50,015,389 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," for the purpose of providing resources for income tax refunds to taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021; **AUTHORIZING** the transfer of the sum of \$3,162,738 from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Working Capital Reserve Fund 754 for the purpose of increasing the City's working capital reserve; **AUTHORIZING** the transfer of the sum of \$3,258,579 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2585, "Economic Downturn Reserve," for the purpose of increasing the City's emergency reserve; **AUTHORIZING** the transfer of the sum of \$4,397,435 from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x2580, "Reserve for Weather Events, Other Emergency and One-Time Needs," for the purpose of providing resources for unanticipated emergencies including those caused by unusual weather events, in order to increase the City's reserve; **AUTHORIZING** the appropriation of the sum of \$1,062,737 from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached Section A of the General Fund Operating Budget Schedule of Appropriation for the purpose of providing funds for: the Department of Human Resources for sworn testing (\$45,237) and the HR Centralization Initiative (\$102,500); the Department of Parks for a mower and other maintenance equipment (\$22,000); the Cincinnati Police Department for records management software to be used in conjunction with the Law Department (\$85,000); the City Manager's Office for leveraged support to the Chamber of Commerce – Immigration Center Partnership (COMPASS) (\$50,000), funding for the Manager's Advisory Group (MAG) for a Youth Violence Reduction Initiative (\$200,000), funding for the Cincinnati Citizens Respect Our Witnesses (CCROW) program (\$208,000), and funding for Equitas Health for a Mobile Outreach Vehicle (MOVE) to provide for the health care needs of those living with HIV or at risk of HIV transmission (\$100,000); and the Department of Public Services for a safe and clean neighborhood fund (\$250,000); **AUTHORIZING** the transfer and return to source Fund 758 of the sum of \$525,000 from various capital improvement program project accounts according to the attached Section A of the Capital Budget Schedule of Transfer for the purpose of realigning the expenditures sought within the various scopes of work associated

with certain projects to utilize operating budget resources as opposed to capital resources; ESTABLISHING new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of General Fund 050 and Income Tax Capital Fund 758 to new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood according to the attached Section B of the Capital Budget Schedule of Transfer; DECLARING expenditures from capital improvement program project account no. 980x164x221616, "King Records Building Restoration," to be for a public purpose; AUTHORIZING the appropriation of the sum of \$525,000 from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached Section B of the General Fund Operating Budget Schedule of Appropriation for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources; ESTABLISHING new capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center," for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center; AUTHORIZING the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of General Fund 050 to new capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center," for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center; DECLARING expenditures from capital improvement program project account no. 980x164x221606, "Cincinnati Contemporary Arts Center," to be for a public purpose; ESTABLISHING new capital improvement program project account no. 980x232x222353, "Central Parkway Streetscape," for the purpose of providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of the General Fund to new capital improvement program project account 980x232x222353, "Central Parkway Streetscape," for the purpose of providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; ESTABLISHING new capital improvement program project account no. 980x203x222009, "Freedom Center Park," for the purpose of providing resources for the design and construction of improvements to the park located adjacent to the Freedom Center; AUTHORIZING the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to new capital improvement program project account no. 980x203x222009, "Freedom Center Park," for the purpose of providing resources for Freedom Center Park at the Banks; and DECLARING expenditures from capital improvement program project account no. 980x203x222009, "Freedom Center Park," to be for a public purpose and to constitute a "Public Infrastructure Improvement" (as defined in Section 5709.40(A)(8) of the Ohio Revised Code), that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

WHEREAS, Council wishes to establish a new balance sheet reserve account within the General Fund, "Income Tax Reserve for Refunds," to be used to set aside funds to provide

resources for income tax refunds to taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021; and

WHEREAS, in 2015, City Council adopted a Stabilization Funds Policy to define appropriate funding for the City's various reserve funds, with such policy being later revised in 2019; and

WHEREAS, in accordance with the terms of the Stabilization Funds Policy, the Administration recommends transferring funds into the Working Capital Reserve Fund and into two separate balance sheet reserve accounts: "Economic Downturn Reserve" and "Reserve for Weather Events, Other Emergency and One-Time Needs"; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Human Resources in the amount of \$45,237 to provide funding for promotional exams for sworn personnel; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Human Resources in the amount of \$102,500 to provide funding for the HR Centralization initiative; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Parks in the amount of \$22,000 to provide funding for a mower and other maintenance equipment; and

WHEREAS, Council wishes to authorize an appropriation to the Cincinnati Police Department in the amount of \$85,000 for records management software to be utilized in conjunction with the Law Department to better track and manage public records requests; and

WHEREAS, Council wishes to authorize an appropriation to the City Manager's Office to provide funding for the Chamber of Commerce – Immigration Center Partnership (COMPASS) in the amount of \$50,000, for the Manager's Advisory Group (MAG) Youth Violence Reduction Initiative in the amount of \$200,000, for Equitas Health for a Mobile Outreach Vehicle (MOVE) Initiative in the amount of \$100,000, and for the Cincinnati Citizens Respect Our Witnesses (CCROW) program in the amount of \$208,000; and

WHEREAS, Council wishes to authorize an appropriation to the Department of Public Services in the amount of \$250,000 to provide funding for a safe and clean neighborhood fund; and

WHEREAS, Council wishes to transfer and return to source Fund 758 the sum of \$525,000 from various capital improvement program project accounts according to the attached Section A of the Capital Budget Schedule of Transfer for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources; and

WHEREAS, Council wishes to authorize the transfer and appropriation of \$1,000,000 from General Fund 050 and Income Tax Capital Fund 758 to a newly established capital improvement

program project account to provide funding to preserve, restore, and renovate the former King Records building in the Evanston neighborhood; and

WHEREAS, Council wishes to authorize appropriations to various departments in the amount of \$525,000 to provide funding according to the attached Section B of the Operating Budget Schedule of Appropriation for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources; and

WHEREAS, Council wishes to authorize the transfer and appropriation of \$100,000 to a newly established capital improvement program project account to provide funding for the Cincinnati Contemporary Arts Center for the purpose of providing resources to renovate the 6th floor Creativity Center; and

WHEREAS, Council wishes to authorize the transfer and appropriation of the sum of \$1,000,000 to a newly established capital improvement program project account to provide funding for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium; and

WHEREAS, Council wishes to authorize the transfer and appropriation of the sum of \$1,000,000 to a newly established capital improvement program project account to provide funding for Freedom Center Park at the Banks; now, therefore,

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

Section 1. That a new balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," is established within the General Fund 050 to be used to set aside funds to provide resources for income tax refunds to taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021.

Section 2. That, notwithstanding the Waterfall Funding Mechanism authorized in Sections 14, 15, and 16 of Ordinance No. 0213-2019, the transfer of funds to the newly established "Income Tax Reserve for Refunds," balance sheet reserve account shall occur prior to the application of the Waterfall Funding Mechanism.

Section 3. That the sum of \$50,015,389 is hereby transferred from the unappropriated surplus of General Fund 050 to balance sheet reserve account no. 050x3421, "Income Tax Reserve

for Refunds,” for the purpose of providing resources for income tax refunds to taxpayers whose employers withheld municipal income tax for the City of Cincinnati even though the underlying income may not be taxable by the City of Cincinnati due to work location during calendar year 2021.

Section 4. That the sum of \$3,162,738 is hereby transferred from the unappropriated surplus of General Fund 050 to the unappropriated surplus of Working Capital Reserve Fund 754 for the purpose of increasing the City’s working capital reserve.

Section 5. That the sum of \$3,258,579 is hereby transferred from the unappropriated surplus of General Fund 050 to the balance sheet reserve account no. 050x2585, “Economic Downturn Reserve,” for the purpose of increasing the City’s emergency reserve.

Section 6. That the sum of \$4,397,435 is hereby transferred from the unappropriated surplus of General Fund 050 to the balance sheet reserve account no. 050x2580, “Reserve for Weather Events, Other Emergency and One-Time Needs,” for the purpose of providing resources for unanticipated emergencies including those caused by unusual weather events, in order to increase the City’s reserve.

Section 7. That the sum of \$1,062,737 is hereby appropriated from the unappropriated surplus of General Fund 050 to the various General Fund operating budget accounts according to the attached Section A of the General Fund Operating Budget Schedule of Appropriation for the purpose of providing funds for the following: the Department of Human Resources for sworn testing (\$45,237) and the HR Centralization Initiative (\$102,500); the Department of Parks for a mower and other maintenance equipment (\$22,000); the Cincinnati Police Department for records management software to be used in conjunction with the Law Department (\$85,000); the City Manager’s Office for leveraged support to the Chamber of Commerce – Immigration Center

Partnership (COMPASS) (\$50,000), funding for the Manager's Advisory Group (MAG) Youth Violence Reduction Initiative (\$200,000), funding for Equitas Health for a Mobile Outreach Vehicle (MOVE) Initiative (\$100,000), and funding for the Cincinnati Citizens Respect Our Witnesses (CCROW) program (\$208,000); and the Department of Public Services for a safe and clean neighborhood fund (\$250,000).

Section 8. That the transfer and return to source Fund 758 of the sum of \$525,000 from various capital improvement program project accounts is hereby authorized for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources, according to Section A of the attached Capital Budget Schedule of Transfer.

Section 9. That the sum of \$525,000 is hereby appropriated from the unappropriated surplus of the General Fund to various General Fund operating budget accounts for the purpose of providing funds for the purpose of realigning the expenditures sought within the various scopes of work associated with certain projects to utilize operating budget resources instead of capital resources according to Section B of the attached General Fund Operating Budget Schedule of Appropriation.

Section 10. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x221616, "King Records Building Restoration," for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood.

Section 11. That the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of the General Fund and the Income Tax Permanent Improvement Fund 758 to new capital improvement program project account no. 980x164x221616, "King Records

Building Restoration,” is hereby authorized for the purpose of providing resources to preserve, restore, and renovate the former King Records building in the Evanston neighborhood, according to Section B of the attached Capital Budget Schedule of Transfer.

Section 12. That the “King Records Building Restoration” capital improvement program project is hereby declared to serve a public purpose because the project will preserve a historic building that formerly served as the headquarters for the King Records music label, which played a significant role in Cincinnati’s cultural and artistic past, and the project will increase neighborhood vitality and foster local improvements and investment for the citizens of Cincinnati to enjoy.

Section 13. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x221606, “Cincinnati Contemporary Arts Center,” for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center.

Section 14. That the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of the General Fund to new capital improvement program project account no. 980x164x221606, “Cincinnati Contemporary Arts Center,” is hereby authorized for the purpose of providing resources to renovate the 6th floor Creativity Center at the Contemporary Arts Center.

Section 15. That the “Cincinnati Contemporary Arts Center” capital improvement program project is hereby declared to serve a public purpose because the project will increase neighborhood vitality and foster local improvements and investment for the citizens of Cincinnati to enjoy.

Section 16. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x232x222353, “Central Parkway Streetscape,” for the purpose of

providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium.

Section 17. That the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of the General Fund to new capital improvement program project account no. 980x233x222353, "Central Parkway Streetscape," is hereby authorized for the purpose of providing resources for the design and construction of streetscape improvements on Central Parkway in the area of the FC Cincinnati stadium.

Section 18. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x203x222009, "Freedom Center Park," for the purpose of providing resources for the design and construction of improvements to the park to be constructed near the Freedom Center.

Section 19. That the transfer and appropriation of the sum of \$1,000,000 from the unappropriated surplus of Downtown South/Riverfront Equivalent Fund 481 to new capital improvement program project account no. 980x203x222009, "Freedom Center Park," is hereby authorized for the purpose of providing resources for Freedom Center Park at the Banks.

Section 20. That Council hereby declares that the "Freedom Center Park" capital improvement program project (a) constitutes a Public Infrastructure Improvement (as defined in Section 5709.40(A)(8) of the Ohio Revised Code) that will benefit and/or serve the District 2-Downtown South/Riverfront District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43; and (b) serves a public purpose because the project will increase neighborhood vitality and foster local improvements and investment for the citizens of Cincinnati to enjoy.

Section 21. That the appropriate City officers are hereby authorized to do all things necessary and proper to implement the provisions of Sections 1 through 20 herein.

Section 22. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to accomplish the authorized transfers and appropriations so that the funding described herein is in place immediately and so that the necessary expenditures described herein may be made as soon as possible.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Section A. SCHEDULE OF TRANSFER

Return to Source: \$525,000.00

Section 1.
Page 1 of 1.

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM			PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION		NUMBER:	DESCRIPTION	PRIOR	REVISED	
City Manager Environment & Sustainability 104	171002	Center Hill Gas & Leachate	758	Income Tax Permanent Improvement Fund		116,800.00	115,713.93	1,086.07
	191002	Center Hill Gas & Leachate	758	Income Tax Permanent Improvement Fund		80,500.00	53,875.15	26,624.85
	201002	Center Hill Gas & Leachate	758	Income Tax Permanent Improvement Fund		45,000.00	0.00	45,000.00
	171012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	9,947.75	52.25
	181012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	9,857.18	142.82
	191012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	8,452.60	1,547.40
	201012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	6,556.35	3,443.65
	191001	Regulatory Compliance & Energy Conservation	758	Income Tax Permanent Improvement Fund		38,224.21	16,441.90	21,782.31
	201001	Regulatory Compliance & Energy Conservation	758	Income Tax Permanent Improvement Fund		20,000.00	0.00	20,000.00
Community & Economic Dev. Economic Dev. 164	201611	Retail/Commercial Opportunities	758	Income Tax Permanent Improvement Fund		500,000.00	357,103.50	142,896.50
	211605	Tax Incentive/Enterprise Zone	758	Income Tax Permanent Improvement Fund		100,000.00	71,464.03	28,535.97
	221605	Tax Incentive/Enterprise Zone	758	Income Tax Permanent Improvement Fund		102,000.00	0.00	102,000.00
City Planning & Engagement 171	211700	Neighborhood Studies	758	Income Tax Permanent Improvement Fund		45,000.00	6,691.12	38,308.88
	221700	Neighborhood Studies	758	Income Tax Permanent Improvement Fund		49,000.00	45,302.49	3,697.51
Transportation & Engineering Director 231	212335	Information Systems Acquisition	758	Income Tax Permanent Improvement Fund		75,000.00	66,118.21	8,881.79
	222335	Information Systems Acquisition	758	Income Tax Permanent Improvement Fund		81,000.00	0.00	81,000.00

Section B. SCHEDULE OF TRANSFER

Reprogram: \$1,000,000.00

Section 2.
Page 1 of 1.

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM		PROJECT OR FUND TO BE TRANSFERRED TO		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
	NUMBER:	DESCRIPTION	NUMBER:	DESCRIPTION	PRIOR	REVISED	
Community & Economic Dev.	758	Income Tax Permanent Improvement Fund	221616	King Records Building Restoration	0.00	525,000.00	525,000.00
Economic Dev. 164	050	General Fund	221616	King Records Building Restoration	525,000.00	1,000,000.00	475,000.00

SCHEDULE OF APPROPRIATION

Section A: FY 2021 CLOSEOUT ORDINANCE

Fund 050 General Fund

REDUCTIONS				Appropriation	INCREASES				Appropriation
Fund	Agency	Unit	\$ Amount		Fund	Agency	Unit	\$ Amount	
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS - GENERAL FUND	050		1,062,737		DEPARTMENT OF HUMAN RESOURCES				
					WORKFORCE MANAGEMENT	050	121	7200	45,237
					WORKFORCE MANAGEMENT	050	121	7100	102,500
					OFFICE OF THE CITY MANAGER				
					CITY MANAGER'S OFFICE	050	101	7100	208,000
					CITY MANAGER'S OFFICE	050	101	7200	200,000
					CITY MANAGER'S OFFICE	050	101	7400	150,000
					DEPARTMENT OF PARKS				
					OPERATIONS	050	202	7600	22,000
					CINCINNATI POLICE DEPARTMENT				
					SUPPORT BUREAU	050	226	7200	85,000
					DEPARTMENT OF PUBLIC SERVICES				
					NEIGHBORHOOD OPERATIONS	050	253	7200	250,000
TOTAL FUND 050 REDUCTIONS			1,062,737		TOTAL FUND 050 INCREASES			1,062,737	

SCHEDULE OF APPROPRIATION

Section B: FY 2021 CLOSEOUT ORDINANCE (CAPITAL REALIGNMENT)

Fund 050 General Fund

<i>REDUCTIONS</i>				<i>INCREASES</i>			
	Fund	Agency	Appropriation Unit \$ Amount		Fund	Agency	Appropriation Unit \$ Amount
SUPPLEMENTAL APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS			
SOURCE ACCOUNTS				USE ACCOUNTS			
UNAPPROPRIATED SURPLUS - GENERAL FUND	050		525,000	OFFICE OF THE CITY MANAGER			
				OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050	104	7200 99,700
				OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050	104	7400 20,000
				DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT			
				ECONOMIC DEVELOPMENT	050	164	7100 130,500
				ECONOMIC DEVELOPMENT	050	164	7200 142,900
				CITY PLANNING AND ENGAGEMENT			
				CITY PLANNING	050	171	7100 42,000
				TRANSPORTATION AND ENGINEERING			
				OFFICE OF THE DIRECTOR	050	231	7300 29,900
				OFFICE OF THE DIRECTOR	050	231	7400 60,000
TOTAL FUND 050 REDUCTIONS			525,000	TOTAL FUND 050 INCREASES			525,000

Section A. SCHEDULE OF TRANSFER

Return to Source: \$525,000.00

Section 1.
Page 1 of 1.

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION			PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
						PRIOR	REVISED	
City Manager Environment & Sustainability 104	171002	Center Hill Gas & Leachate	758	Income Tax Permanent Improvement Fund		116,800.00	115,713.93	1,086.07
	191002	Center Hill Gas & Leachate	758	Income Tax Permanent Improvement Fund		80,500.00	53,875.15	26,624.85
	201002	Center Hill Gas & Leachate	758	Income Tax Permanent Improvement Fund		45,000.00	0.00	45,000.00
	171012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	9,947.75	52.25
	181012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	9,857.18	142.82
	191012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	8,452.60	1,547.40
	201012	Emergency Environmental Cleanup/UST	758	Income Tax Permanent Improvement Fund		10,000.00	6,556.35	3,443.65
	191001	Regulatory Compliance & Energy Conservation	758	Income Tax Permanent Improvement Fund		38,224.21	16,441.90	21,782.31
	201001	Regulatory Compliance & Energy Conservation	758	Income Tax Permanent Improvement Fund		20,000.00	0.00	20,000.00
Community & Economic Dev. Economic Dev. 164	201611	Retail/Commercial Opportunities	758	Income Tax Permanent Improvement Fund		500,000.00	357,103.50	142,896.50
	211605	Tax Incentive/Enterprise Zone	758	Income Tax Permanent Improvement Fund		100,000.00	71,464.03	28,535.97
	221605	Tax Incentive/Enterprise Zone	758	Income Tax Permanent Improvement Fund		102,000.00	0.00	102,000.00
City Planning & Engagement 171	211700	Neighborhood Studies	758	Income Tax Permanent Improvement Fund		45,000.00	6,691.12	38,308.88
	221700	Neighborhood Studies	758	Income Tax Permanent Improvement Fund		49,000.00	45,302.49	3,697.51
Transportation & Engineering Director 231	212335	Information Systems Acquisition	758	Income Tax Permanent Improvement Fund		75,000.00	66,118.21	8,881.79
	222335	Information Systems Acquisition	758	Income Tax Permanent Improvement Fund		81,000.00	0.00	81,000.00

Section B. SCHEDULE OF TRANSFER

Reprogram: \$1,000,000.00

Section 2.
Page 1 of 1.

DEPT. DIVISION	PROJECT OR FUND TO BE TRANSFERRED FROM NUMBER: DESCRIPTION			PROJECT OR FUND TO BE TRANSFERRED TO NUMBER: DESCRIPTION		TOTAL BUDGETED COST ALL FUNDS		AMOUNT TO BE APPROPRIATED OR TRANSFERRED
						PRIOR	REVISED	
Community & Economic Dev. Economic Dev. 164	758	Income Tax Permanent Improvement Fund	221616	King Records Building Restoration		0.00	525,000.00	525,000.00
	050	General Fund	221616	King Records Building Restoration		525,000.00	1,000,000.00	475,000.00

SCHEDULE OF APPROPRIATION

Section A: FY 2021 CLOSEOUT ORDINANCE

Fund 050 General Fund

Appropriation				Appropriation					
REDUCTIONS	Fund	Agency	Unit	\$ Amount	INCREASES	Fund	Agency	Unit	\$ Amount
SUPPLEMENTAL APPROPRIATIONS					SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS					USE ACCOUNTS				
UNAPPROPRIATED SURPLUS - GENERAL FUND	050			1,062,737	DEPARTMENT OF HUMAN RESOURCES				
					WORKFORCE MANAGEMENT	050	121	7200	45,237
					WORKFORCE MANAGEMENT	050	121	7100	102,500
					OFFICE OF THE CITY MANAGER				
					CITY MANAGER'S OFFICE	050	101	7100	208,000
					CITY MANAGER'S OFFICE	050	101	7200	200,000
					CITY MANAGER'S OFFICE	050	101	7400	150,000
					DEPARTMENT OF PARKS				
					OPERATIONS	050	202	7600	22,000
					CINCINNATI POLICE DEPARTMENT				
					SUPPORT BUREAU	050	226	7200	85,000
					DEPARTMENT OF PUBLIC SERVICES				
					NEIGHBORHOOD OPERATIONS	050	253	7200	250,000
TOTAL FUND 050 REDUCTIONS				1,062,737	TOTAL FUND 050 INCREASES				1,062,737

SCHEDULE OF APPROPRIATION

Section B: FY 2021 CLOSEOUT ORDINANCE (CAPITAL REALIGNMENT)

Fund 050 General Fund

<i>REDUCTIONS</i>				<i>INCREASES</i>			
	Fund	Agency	Appropriation Unit \$ Amount		Fund	Agency	Appropriation Unit \$ Amount
SUPPLEMENTAL APPROPRIATIONS				SUPPLEMENTAL APPROPRIATIONS			
SOURCE ACCOUNTS				USE ACCOUNTS			
UNAPPROPRIATED SURPLUS - GENERAL FUND	050		525,000	OFFICE OF THE CITY MANAGER			
				OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050	104	7200 99,700
				OFFICE OF ENVIRONMENT AND SUSTAINABILITY	050	104	7400 20,000
				DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT			
				ECONOMIC DEVELOPMENT	050	164	7100 130,500
				ECONOMIC DEVELOPMENT	050	164	7200 142,900
				CITY PLANNING AND ENGAGEMENT			
				CITY PLANNING	050	171	7100 42,000
				TRANSPORTATION AND ENGINEERING			
				OFFICE OF THE DIRECTOR	050	231	7300 29,900
				OFFICE OF THE DIRECTOR	050	231	7400 60,000
TOTAL FUND 050 REDUCTIONS			525,000	TOTAL FUND 050 INCREASES			525,000