



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, November 17, 2021

2:00 PM

Council Chambers, Room 300

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR CRANLEY

1. [202103109](#) **ORDINANCE**, dated 11/10/2021, submitted by Mayor John Cranley, from Andrew W. Garth, City Solicitor, **DECLARING** that the portion of Harrison Avenue located between Queen City Avenue and Westwood Avenue in the South Fairmount neighborhood shall hereby receive the honorary, secondary name of Moon Tree Bridge in memory of the Moon Tree, a large sycamore tree descended from seeds carried on the Apollo 14 mission to the moon and planted in the South Fairmount neighborhood.

Recommendation NEIGHBORHOODS COMMITTEE

Sponsors: Mayor

MR. SEELBACH

MR. YOUNG

2. [202103114](#) **MOTION**, submitted by Councilmembers Seelbach and Young, **WE MOVE** that the Administration convert the underutilized block of W 12th, between Central Ave & Central Parkway to long term metered parking at the same rate structure as the adjacent parking in existence on Central Ave, for the purpose of providing price sensitive workers & visitors increased parking options while better utilizing a city asset. This block of Parking in the West End adjacent to Over-the-Rhine has one of the lowest meter utilizations in the greater Downtown area, at below 15% utilization on average, as compared with the national standard goal of 85% utilization (for comparison, Vine Street often surpasses 90% utilization). Providing price sensitive low & moderate wage workers and guests an appropriately priced long term parking solution in a low demand area will increase overall meter utilization & provide diverse parking options for the urban core.

Recommendation NEIGHBORHOODS COMMITTEE

Sponsors: Seelbach and Young

MR. SEELBACH

MS. SUNDERMANN**MS. KEARNEY****MR. YOUNG**

3. [202103115](#) **MOTION**, submitted by Councilmembers Seelbach, Sundermann, Kearney and Young, **WE MOVE** that the Administration immediately begin a thorough review of President Joe Biden's Infrastructure Investment & Jobs Act, a part of the Build Back Better Plan. This review should serve to prepare the City for any and all opportunities to capitalize on the maximum amount of eligible funding that will become available through its passage, and put the city in competitive position to apply for grants and receive other funds as they become available in the coming months. **WE FURTHER MOVE** the Administration return with a report to council, summarizing all aspects of the bill that could impact Cincinnati, if any policy direction is required for the administration to maximize its funding & grant applications, and how the administration plans to prepare applications (including the need to identify potential matching funds) so that Cincinnati taxpayers receive the greatest impact for urban infrastructure improvements. This review should be completed in approximately 45 days.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: Seelbach, Sundermann, Kearney and Young

CITY MANAGER

4. [202103072](#) **APPOINTMENT**, dated 11/10/2021, submitted by Paula Boggs Muething, City Manager, regarding the appointment of Joshua McMullen to the Board of Examiners of Plumbers.

Recommendation CONFIRM

Sponsors: City Manager

5. [202103086](#) **REPORT**, dated 11/17/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for FOUND HOLIDAY HOMECOMING CONCERT.

Recommendation FILE

Sponsors: City Manager

6. [202103089](#) **REPORT**, dated 11/17/2021, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for SHIRLEY - MAJOR MOTION PICTURE.

Recommendation FILE

Sponsors: City Manager

7. [202103090](#) **RESOLUTION** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **APPROVING** the Sayler Park Plan as the planning guide for the Sayler Park neighborhood.

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

8. [202103099](#) **REPORT**, dated 11/17/2021 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 SPEEDWAY LLC, DBA SPEEDWAY #1547, 5571 Colerain Avenue, Cincinnati, Ohio 45239. (#84189940980, C1, C2, D6, TRANSFER) [Objections: NONE]

Recommendation FILE**Sponsors:** City Manager

9. [202103100](#) **REPORT**, dated 11/17/2021 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 SPEEDWAY LLC, DBA SPEEDWAY #9581, 124 E. Galbraith Road, Cincinnati, Ohio 45216. (#84189940615, C1, C2, TRANSFER) [Objections: NONE]

Recommendation FILE**Sponsors:** City Manager

10. [202103103](#) **REPORT**, dated 11/17/2021 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 ZIEGLER PARK LLC, 1322 Sycamore Street, Blocked Area By E. 14th Street, Broadway Street, Sycamore Street, E. 13th Street, Yukon Street, Woodward Street, and Goetz Alley, Cincinnati, Ohio 45202. (#9932398, F8, TEMPORARY) [Objections: NONE]

Recommendation FILE**Sponsors:** City Manager

11. [202103105](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **AUTHORIZING** the City Manager to execute a *Fifth Amendment to Contract* between the City of Cincinnati and the City of Reading, Ohio.

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

12. [202103106](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **AUTHORIZING** the City Manager to execute a *Water Service Agreement* between the City of Cincinnati and the Village of Glendale, Ohio.

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

13. [202103107](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **AUTHORIZING** the City Manager to execute a *Seventh Amendment to Water Contract* between the City of Cincinnati and the Village of Addyston, Ohio.

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

14. [202103108](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on

11/17/2021, **MODIFYING** Section 401-81, "Charges to Political Subdivisions," of Chapter 401, "Water Works," of the Cincinnati Municipal Code to clarify the months during which the Summer rate and Winter Rate for charges to political subdivisions are applicable.

Recommendation MAJOR PROJECTS & SMART GOVERNMENT COMMITTEE

Sponsors: City Manager

15. [202103110](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **ESTABLISHING** a new capital improvement program project account no. 980x981x222532, "Fleet Replacements - Obsolete," for the purpose of acquiring automotive and motorized equipment funded by sale proceeds of obsolete automotive and motorized equipment; **AUTHORIZING** the transfer and appropriation of the sum of \$705,482.97 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x981x222532, "Fleet Replacements - Obsolete"; **ESTABLISHING** a new capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," for the purpose of acquiring automotive maintenance equipment necessary to support Fleet Services Maintenance operations; and **AUTHORIZING** the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment."

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

16. [202103111](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **AUTHORIZING** the City Manager to apply for, accept, and appropriate grant resources in an amount up to \$25,000 from the Ohio Department of Natural Resources Canopy Restoration Grant Program for the purpose of providing funding for the restoration and improvement of urban forests, specifically in the Lower Price Hill and Queensgate neighborhoods; and **AUTHORIZING** the Finance Director to deposit the grant funds into Urban Forestry Fund 428.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

17. [202103112](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **DECLARING** improvements to certain real property located at 312 Main Street in the Central Business District of Cincinnati, to be constructed pursuant to a *Development Agreement* between the City of Cincinnati and Fort Wash Hills, LLC, to be a public purpose and exempt from real property taxation for a period of 30 years pursuant to Section 5709.41 of the Ohio Revised Code.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

18. [202103113](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **ESTABLISHING** priority order of property tax exemptions granted for parcels of real property located at 312 Main Street in the Central Business

District of Cincinnati, within Cincinnati's Downtown South/Riverfront District Incentive District, in connection with a development undertaken by Fort Wash Hills, LLC.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

BUDGET AND FINANCE COMMITTEE

19. [202103073](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/10/2021, **AUTHORIZING** the establishment of new capital improvement program project account no. 980x162x221604, "Barrister Affordable Housing - TIF," for the purpose of providing resources for the Barrister Project, an affordable Low-Income Housing Tax Credit housing development located in Downtown Cincinnati; **AUTHORIZING** the transfer and appropriation of \$945,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 to newly established capital improvement program project account no. 980x162x221604, "Barrister Affordable Housing - TIF," to provide resources for construction and development costs associated with the Barrister Project housing development; and further **DECLARING** that expenditures from capital improvement program project account no. 980x162x221604, "Barrister Affordable Housing - TIF," will serve a public purpose because the project will create additional affordable housing in Downtown Cincinnati.

Recommendation PASS EMERGENCY

Sponsors: City Manager

20. [202103075](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/10/2021, **APPROVING AND AUTHORIZING** the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Griffon Apartments, LLC, an affiliate of The Model Group, Inc. and Cincinnati Center City Development Corporation (3CDC), thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 30 E. 15th Street, 1684 Central Parkway, 1827 Logan Street, and 1617-16119 Race Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of 2 existing buildings and construction of 2 new buildings to create, in aggregate, approximately 861 square feet of commercial space and approximately 30,678 square feet of residential space, consisting of 48 residential rental units, which remodeling and construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling and construction cost of approximately \$9,567,187.

Recommendation PASS EMERGENCY

Sponsors: City Manager

21. [202103077](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/10/2021, **AUTHORIZING** the payment of \$3,600 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x2000x7281 as a moral obligation to William J. Miller, Jr. for payment of outstanding charges for labor arbitration services provided on

May 21, 2021.

Recommendation PASS EMERGENCY

Sponsors: City Manager

22. [202103082](#) **MOTION**, submitted by Councilmember Kearney, **WE MOVE** for City Council to allocate \$6,000 from a source identified by the City Administration to the Whitney Strong Foundation to provide "Save a Life" training to local community organizations.

Recommendation ADOPT

Sponsors: Kearney

23. [202103092](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **AUTHORIZING** the expenditure of City funds from Stormwater Management Fund non-personnel operating account no. 107x311x4000x7264 for the repair of a scour hole in a portion of the Mill Creek Channel owned by the Millcreek Valley Conservancy District; and **DECLARING** such expenditure to serve a public purpose.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

24. [202103093](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/10/2021, **ESTABLISHING** new capital improvement program project account no. 980x164x221615, "Fountain Place Redevelopment - Divisions Inc"; **AUTHORIZING** the transfer and appropriation of the sum of \$1,200,000 from the unappropriated surplus of Urban Renewal - Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x221615, "Fountain Place Redevelopment - Divisions Inc," for the purpose of providing resources for improvements to real property located at project site 50 West 5th Street; **DECLARING** that expenditures from capital improvement program project account no. 980x164x221615 serve a public purpose; and **DECLARING** this capital improvement project an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725.

Recommendation PASS EMERGENCY

Sponsors: City Manager

25. [202103094](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/10/2021, **PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,200,000 OF ECONOMIC DEVELOPMENT REVENUE BONDS (FOUNDRY URBAN RENEWAL PROJECT), OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF JOB CREATION WITHIN THE CITY'S CENTRAL BUSINESS DISTRICT; AUTHORIZING A PLEDGE AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.**

Recommendation PASS EMERGENCY

Sponsors: City Manager

26. [202103096](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/10/2021, **APPROVING AND AUTHORIZING** the execution of a Job Creation Tax Credit Agreement with Divisions Maintenance Group, pursuant to which the company agrees to create 649 new jobs at its office on the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street in Cincinnati's Central Business District and for a period of 10 years, the City agrees to provide an income tax credit equal to 50% of the City income tax revenue from such new jobs.

Recommendation PASS EMERGENCY

Sponsors: City Manager

27. [202103104](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 11/17/2021, **ESTABLISHING** new bond fund, Fund No. 887, "Water Works Capital Improvements 2021"; and **AUTHORIZING** receipt and deposit of resources in an amount of up to \$70,000,000.00 from bond sale proceeds to the newly established Fund No. 887 for the purpose of providing resources for Water Works capital improvement projects.

Recommendation PASS EMERGENCY

Sponsors: City Manager

ANNOUNCEMENTS

Adjournment

202103109

Date: November 10, 2021

To: Mayor John Cranley

From: Andrew W. Garth, City Solicitor

AWG

Subject: Ordinance – Honorary Street Name Moon Tree Bridge

Transmitted herewith is an ordinance captioned as follows:

DECLARING that the portion of Harrison Avenue located between Queen City Avenue and Westwood Avenue in the South Fairmount neighborhood shall hereby receive the honorary, secondary name of Moon Tree Bridge in memory of the Moon Tree, a large sycamore tree descended from seeds carried on the Apollo 14 mission to the moon and planted in the South Fairmount neighborhood.

AWG/JRS/(lnk)
Attachment
350721

11. 10. 1991. 10. 10. 1991. 10. 10. 1991.

[illegible]

City of Cincinnati

JRS

AWB

An Ordinance No. _____

- 2021

DECLARING that the portion of Harrison Avenue located between Queen City Avenue and Westwood Avenue in the South Fairmount neighborhood shall hereby receive the honorary, secondary name of Moon Tree Bridge in memory of the Moon Tree, a large sycamore tree descended from seeds carried on the Apollo 14 mission to the moon and planted in the South Fairmount neighborhood.

WHEREAS, in 1971, the Apollo 14 mission travelled to the moon carrying tree seeds that were later planted around the county and grown into trees known as “moon trees”; and

WHEREAS, Mr. Dennis Smith planted a descendant of the moon trees on his property, and it grew to be a large sycamore tree known locally as the “Moon Tree”; and

WHEREAS, the Moon Tree became a prominent landmark in the South Fairmount neighborhood, was well-known among members of the community, and was recognized as a second generation moon tree by NASA; and

WHEREAS, the Moon Tree was removed due to construction constraints associated with the Lick Run Project, but clones of the original Moon Tree have since been planted around the Lick Run; and

WHEREAS, the original Moon Tree has important historical and educational significance to the local community and local schools; and

WHEREAS, the City wishes to recognize the historical and educational importance of the Moon Tree and the Apollo moon missions by bestowing the honorary, secondary name of Moon Tree Bridge on the portion of Harrison Avenue located between Queen City Avenue and Westwood Avenue; now, therefore,

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

Section 1. That the portion of Harrison Avenue located between Queen City Avenue and Westwood Avenue in the South Fairmount neighborhood shall hereby receive the honorary, secondary name of Moon Tree Bridge, in memory of the Moon Tree and the Apollo 14 mission to the moon.

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 the portion of Harrison Avenue located between Queen City Avenue and Westwood Avenue in the South Fairmount neighborhood as the Moon Tree Bridge in accordance with the Department of Transportation and Engineering's procedures relating to street designation and related signage.

Section 3. That the Clerk of Council shall cause a copy of this ordinance to be provided to Mr. Dennis Smith via the office of Mayor John Cranley.

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

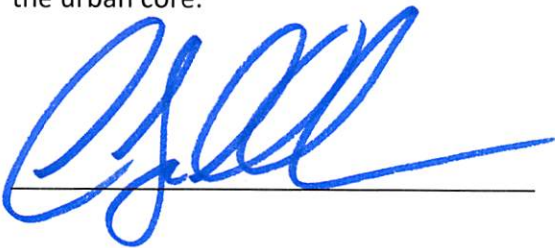
202103114

MOTION

November 10, 2021

We MOVE that the Administration convert the underutilized block of W 12th, between Central Ave & Central Parkway to long term metered parking at the same rate structure as the adjacent parking in existence on Central Ave, for the purpose of providing price sensitive workers & visitors increased parking options while better utilizing a city asset.

This block of Parking in the West End adjacent to Over-the-Rhine has one of the lowest meter utilizations in the greater Downtown area, at below 15% utilization on average, as compared with the national standard goal of 85% utilization (for comparison, Vine Street often surpasses 90% utilization). Providing price sensitive low & moderate wage workers & guests an appropriately priced long term parking solution in a low demand area will increase overall meter utilization & provide diverse parking options for the urban core.



202103115

MOTION

November 10, 2021

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

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

This review should be completed in approximately 45 days.

Betsy Sunderson

Chris Seelbach

Jan. Michele Lemoine

[Signature]

November 10, 2021

To: Mayor and Members of Council

From: Paula Boggs Muething, City Manager

202103072

Subject: Appointment to the Board of Examiners of Plumbers – Joshua McMullen

The Administration is requesting the appointment of Joshua McMullen to the Board of Examiners of Plumbers. Mr. McMullen has over eight years of experience in the plumbing profession and has been serving as an instructor, covering various areas of the field, since 2019.

With the approval of City Council, the Administration will proceed with this appointment, which will be for a term of five years. Mr. McMullen's resume is attached for your information.

Attachment

OBJECTIVE

To obtain a seat on the Cincinnati Plumbing Committee.

EXPERIENCE

JOURNEYMAN PLUMBER

NELSON STARK

2019 - Present Day

Point of Contact

Todd Elliot

I have worked on all phases of new construction and remodel projects on Commercial and Industrial projects. I was temporarily assigned to a service/small projects van for the first few months of the covid-19 pandemic. I have currently ran some smaller jobs and have ran crews on larger jobs. I am being groomed to run work for Nelson Stark.

INSTRUCTOR

LOCAL 392 JATC

2019 - PRESENT DAY

Point of Contact

Matt Taylor

Last year I instructed soldering and brazing and 5th year Ohio Code/Drawing review. This year I plan to teach Transit and Excavation Class, 2 Kentucky Code Classes, and the 5th year Plumbing/Drawing Classes.

PLUMBING APPRENTICE

NELSON STARK

2015 - 2019

Point of Contact

Todd Elliot

I worked on all phases of new construction and remodel projects on commercial and Industrial Projects. I distinguished my self as being reliable, detailed, knowledgeable and having a good work ethic. I was trusted to work with very little supervision.

INSURANCE AGENT

AUTON INSURANCE

2012-2015

Point of Contact

Michael Walker

I sold and serviced property and casualty policies for people and businesses. This job required good organization, communication skills, and good risk assessment.

CAR SALESMAN

SUPERIOR HYUNDAI NORTH

2007 - 2012

Point of Contact

Dale Bryant

I sold new and used vehicles. This job required good communication skills, organization, sales skills, and product knowledge. I helped bring people and cars together, negotiated pricing, navigated financing challenges, and made sure the customer was happy.

PLUMBING APPRENTICE

MASTER PLUMBING

2004 - 2007

POINT OF CONTACT

RICK REEDER

I worked on all phases of residential plumbing, new construction, remodel and service.

FIRE TEAM LEADER

UNITED STATES MARINE CORPS

1999 - 2003

POINT OF CONTACT

BRENT WASCHE

It was responsible to carry out all of my squad leader's orders and insure the combat readiness of my men and their equipment.

CAREER SKILLS

- Journeyman Plumbing License in Cincinnati.
- State Backflow Certificate.
- Medical Gas License
- UA Forman Training
- CPR Certified
- Strong Leadership Skills
- Strong Communication Skills

EDUCATION

JOURNEYMAN PLUMBING COURSE

LOCAL 392 JATC

2015 - 2019

I graduated top of my class and I represented Local 392 in the state apprenticeship competition. I attained skills necessary to be a productive journeyman in the field.

JOURNEYMAN PLUMBING COURSE

CMPA

2004 - 2007 (NOT COMPLETED)

I was in the process of attaining skills needed to be a journeyman plumber before I withdrew from the program.

PRE COLLEGE COURSES

WAYNESVILLE HIGH SCHOOL

1993 - 1997

I graduated cum laude studying pre college courses focusing on physical sciences and math.

July 19th, 2021

Cincinnati Plumbing Committee

To the Cincinnati Plumbing Committee,

Jim Harris has suggested that I contact you regarding to the open position with the Cincinnati Plumbing Committee. My educational background in Plumbing, along with my professional experience, makes me an excellent candidate for this position.

As you will see from the enclosed resume, I have more than 8 years of experience in the field of Plumbing. My resume shows that I have been consistently rewarded for hard work with promotions and increased responsibilities. These rewards are a direct result of my expertise in plumbing, my commitment to personal and professional excellence, and my communication skills. If you have questions, or if you want to schedule and interview, please contact me at . I look forward to meeting you to further discussing the open seat on the Cincinnati Plumbing Committee.

YOURS SINCERELY,

Josh McMullen

Date: 11/17/2021

To: Mayor and Members of City Council 202103086
From: Paula Boggs Muething, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: Found Holiday Homecoming Concert**

In accordance with Cincinnati Municipal Code, Chapter 765; AGAR 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: Found Holiday Homecoming Concert
EVENT SPONSOR/PRODUCER: AGAR
CONTACT PERSON: Lori Salzarulo
LOCATION: Joe Nuxhall Way at Freedom Way
DATE(S) AND TIME(S): November 20th, 2021 4:00PM to 11:00PM
EVENT DESCRIPTION: A D.J. stage will be set-up under the T.V. screen at Great American Ball Park for the UC Football Game.
ANTICIPATED ATTENDANCE: 800
ALCOHOL SALES: ☐ YES. ☒ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Eliot K. Isaac, Police Chief

Date: 11/17/2021

To: Mayor and Members of City Council 202103089
From: Paula Boggs Muething, City Manager
Subject: **SPECIAL EVENT PERMIT APPLICATION: (Shirley - Major Motion Picture)**

In accordance with Cincinnati Municipal Code, Chapter 765; (PM SC FILM OH, LLC) 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: Shirley - Major Motion Picture
EVENT SPONSOR/PRODUCER: PM SC FILM OH, LLC
CONTACT PERSON: Jane Streeter
LOCATION: Various throughout the city
DATE(S) AND TIME(S): Various throughout the city
EVENT DESCRIPTION: Filming of the movie, "Shirley" from Dec 6th - Jan 31
ANTICIPATED ATTENDANCE: 250
ALCOHOL SALES: ☐ YES. ☒ NO.
TEMPORARY LIQUOR PERMIT HOLDER IS: (identify, if "YES" is checked above)

cc: Colonel Eliot K. Isaac, Police Chief

November 17, 2021

To: Mayor and Members of City Council

202103090

From: Paula Boggs Muething, City Manager

Subject: Resolution –*Sayler Park Plan*

Transmitted is a Resolution captioned:

APPROVING the *Sayler Park Plan* as the planning guide for the Sayler Park neighborhood.

Summary

The Sayler Park Village Council approached the Department of City Planning in 2017 to request the creation of a comprehensive plan for the Sayler Park neighborhood. Over a three-year period, City staff, members of the Sayler Park Village Council, and local stakeholders convened a series of public meetings designed to identify neighborhood assets, redevelopment goals, challenges, and strategies to achieve desired neighborhood quality of life and to supplement and further direct implementation of *Plan Cincinnati* (2012). The *Sayler Park Plan* was approved by the Sayler Park Village Council on October 7, 2019, and by the City Planning Commission on October 15, 2021, to serve as the City's official planning guide for the Sayler Park neighborhood. The *Sayler Park Plan* is consistent with the Compete, Connect, Live, Sustain and Collaborate Initiative Areas of *Plan Cincinnati* (2012).

The Administration recommends passage of this Resolution.

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



DBS

AWB

RESOLUTION NO. _____ - 2021

APPROVING the *Sayler Park Plan* as the planning guide for the Sayler Park neighborhood.

WHEREAS, in 2017, the Sayler Park Village Council requested that the City of Cincinnati work with it, neighborhood residents, business owners, and other stakeholders to create the first comprehensive plan for the Sayler Park neighborhood; and

WHEREAS, over a three-year period, staff from the Department of City Planning and Engagement, members of the Sayler Park Village Council, and local stakeholders held a series of public meetings designed to identify neighborhood assets, redevelopment goals, challenges, and strategies to achieve the desired neighborhood quality of life and to supplement and further direct implementation of *Plan Cincinnati* (2012); and

WHEREAS, these efforts led to the creation of the *Sayler Park Plan* to serve as the guiding instrument for the development of the Sayler Park neighborhood; and

WHEREAS, the Sayler Park Village Council and community stakeholders desire for the *Sayler Park Plan* to be officially approved by the Council so that it may serve as the City of Cincinnati's official planning guide for the Sayler Park neighborhood; and

WHEREAS, the plan is consistent with the Strategies for all five Initiative Areas of *Plan Cincinnati* (2012), particularly the Compete Initiative Area goal to "[f]oster a climate conducive to growth, investment, stability, and opportunity" (page 102); the Connect Initiative Area goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood vitality" (page 129); the Live Initiative Area goal to "[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people" (page 150); the Sustain Initiative Area goal to "[p]reserve our natural and built environment" (page 193); and the Collaborate Initiative Area goal to "[w]ork in synergy with the Cincinnati community" (page 210); and

WHEREAS, at its meeting on October 15, 2021, the City Planning Commission reviewed the *Sayler Park Plan* and recommended it for approval; and

WHEREAS, a committee of Council considered and approved the *Sayler Park Plan*, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, Council considers the *Sayler Park Plan* to be in the best interests of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the *Sayler Park Plan* is in furtherance of the goals, strategies, and visions of the City of Cincinnati and its comprehensive plan, *Plan Cincinnati* (2012).

Section 2. That the *Sayler Park Plan*, attached hereto as Exhibit “A” and incorporated by reference herein, is hereby approved.

Section 3. That this resolution be spread upon the minutes of Council and that a copy be sent to the Sayler Park Village Council at P.O. Box 33178, Cincinnati, OH 45233.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

SAYLER SPARK



-PLAN 2021-



Centered on the philosophy that the success of the school and the success of the neighborhood are inextricably linked, the **Community Learning Center Institute (CLCI)** leads the ongoing engagement in the Greater Cincinnati Region in the development of all schools as community learning centers, with the mission to optimize the conditions for learning and catalyze the revitalization of the neighborhood.

<http://www.clcinstitute.org/>



APPROVED BY

Sayler Park Village Council | 10.07.2019

City of Cincinnati Planning Commission | 0.00.0000

City of Cincinnati City Council | 0.00.0000



Sayler Park Village Council
P.O. Box 33178
Cincinnati, Ohio 45233

October 7, 2019

Sayler Park is a place where people find reasons to come together. Holiday celebrations with friends old and new, events supporting our schools, festivals in our parks, worship and celebration in our churches – these gatherings are the things that make our neighborhood a true community. So it seems fitting that we've come together once again to recognize and celebrate Sayler Park for all that is, and to plan for our future together.


The plans outlined in this booklet represent hours of hard work on the part of many dedicated community members. All who participated have offered their knowledge, passion, time, and talents to planning a future for Sayler Park that is worth looking forward to. This planning process has informed committed teams who are continuing the work of caring for and enhancing our beloved neighborhood.

The process of creating this plan has been a unique experience for our neighbors, but the continued teamwork that will see it through is a long-standing tradition in Sayler Park. Together, we'll create change that honors Sayler Park's history and improves life for those who choose to call this great place home. Thank you for joining us on this journey.

Sincerely,


Jackie Litchfield-Apted
Sayler Park Village Council President
SP Plan Steering Committee Member


Donna Holtman
SP Plan Steering Committee Member

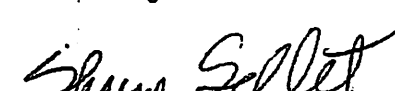

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SP Plan Steering Committee Member


Jen Langdon
Sayler Park Village Council Vice President
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John Cranley

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Lori Dierig, SP Secures Safety & Nuisance Abatement

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Cincinnati Neighborhood Business Districts United

Cincinnati Public Schools

Cincinnati Recreation Commission

City of Cincinnati Chief Advocacy Officer for Aging & Accessibility

City of Cincinnati Council Members & Staff

City of Cincinnati Department of Buildings & Inspections

City of Cincinnati Department of City Planning

City of Cincinnati Department of Community & Economic Development

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City of Cincinnati Department of Transportation & Engineering

City of Cincinnati Fire Department

City of Cincinnati Police Department

Community Learning Center Institute

Greater Cincinnati Water Works

Mercy School Based Health Center

Mount St. Joseph University

The Port

River-West

Sayler Park Businesses

Sayler Park Community Learning Center

Sayler Park Historical Society

Sayler Park Plan Implementation Teams

Sayler Park Plan Steering Committee

Sayler Park Residents

Sayler Park Village Council

Sayler Park Village Council Business District Committee

University of Cincinnati School of Planning

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OVERVIEW

Annexed by the City of Cincinnati in 1911, the historic riverfront community of Sayler Park is embarking on its first ever neighborhood plan. The following chapters provide context for Sayler Park, as well as an overview of the community engagement process undertaken for this Plan. This deep-dive process, which started in May of 2017 and engaged over 168 residents, business owners, local leaders and city-wide stakeholders, as well as all students and staff at Sayler Park School, resulted in the 8 key initiative areas shown below. These initiatives provide a clear vision for the future of the neighborhood, as well as lay the foundation for the goals and strategies enumerated in later chapters. Acting as a blueprint for future development, the Sayler Park Plan has already resulted in an estimated \$1.5 Million in committed investment and anticipates Sayler Park to be an attractive, premier riverfront neighborhood for years to come.



SAYLER PARK CONNECTS: TRAFFIC + PEDESTRIAN SAFETY

Sayler Park strives to be an accessible and pedestrian-oriented neighborhood that connects people through a safe and maintainable multi-modal transportation system by embracing innovative technologies and designing with the end-user in mind.



SAYLER PARK CONSERVES: GREEN + PUBLIC SPACES

Sayler Park is a recognized leader and ambassador of green living for the region, which fosters community-driven stewardship through the promotion and implementation of earth-first practices.



SAYLER PARK GROWS: BUSINESS + ECONOMIC DEVELOPMENT

Sayler Park hosts a vital family-oriented marketplace that helps the neighborhood thrive and grow.



SAYLER PARK LEARNS: EDUCATION + YOUTH

Sayler Park is an educated community that values life-long learning, resulting in empowered and engaged citizens that invest back into the community.



SAYLER PARK PRESERVES: HISTORIC PRESERVATION

Sayler Park is a celebrated neighborhood through thoughtful preservation of its rich assets, architecture and history.



SAYLER PARK PROMOTES: COMMUNICATIONS + MARKETING

Sayler Park is a recognized neighborhood with a cohesive communications strategy that incorporates a strong neighborhood brand.



SAYLER PARK PROVIDES: HOUSING + AGING IN PLACE

Sayler Park is a great place to live for all ages.



SAYLER PARK SECURES: SAFETY + NUISANCE ABATEMENT

Sayler Park is a safe neighborhood with proactive, vigilant and caring residents.

HISTORY + RELEVANT PLANS

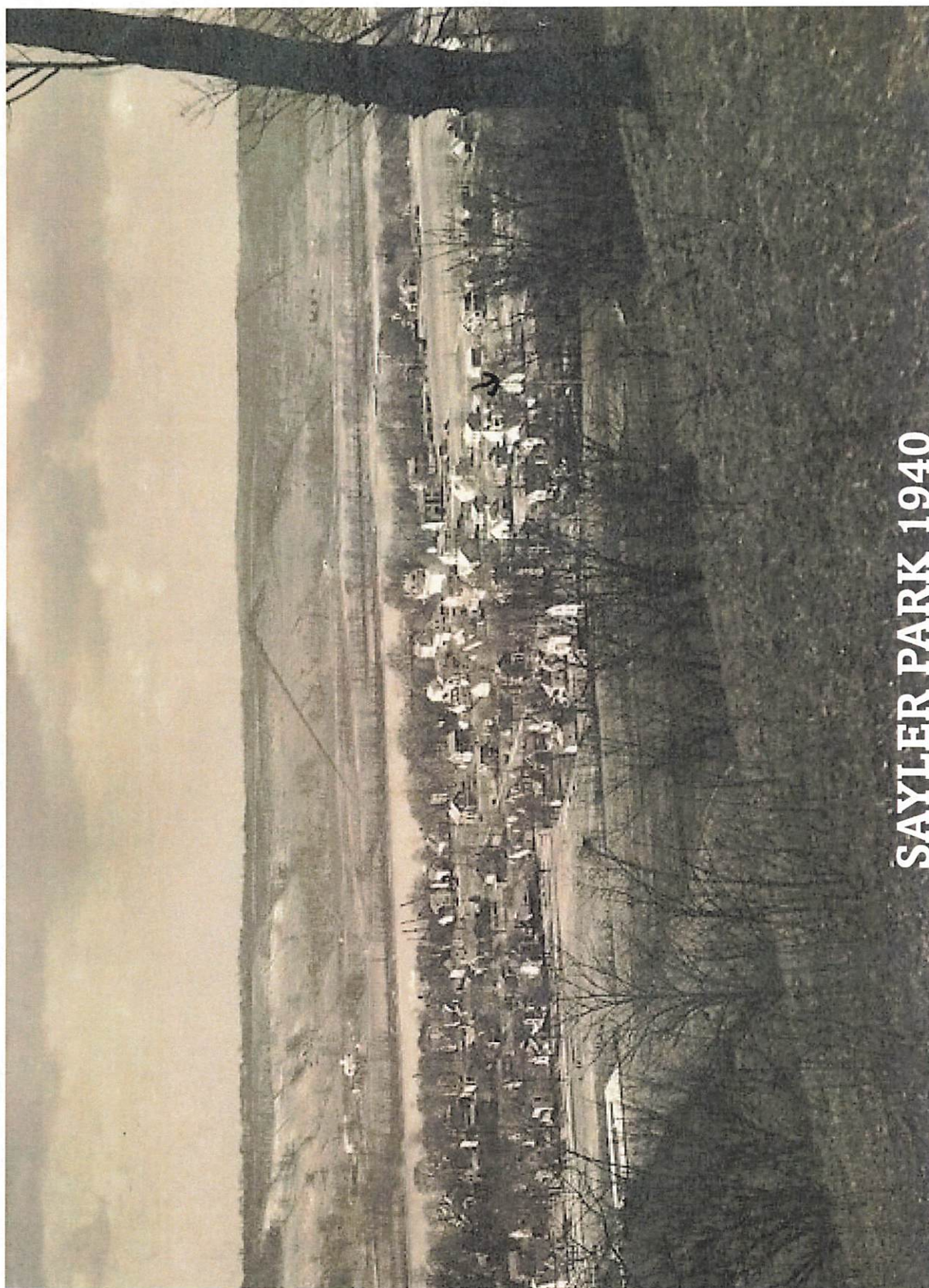
In 1794, Daniel Gano arrived to where we now refer as Sayler Park, Cincinnati, Ohio. Since his arrival centuries ago, the neighborhood has built a tremendous reputation for being resilient, dedicated to preserving its history, environment and community. From its ancient Native American burial grounds and architecture to its expansive greenspace and parklands, Sayler Park is a gem in Cincinnati's boundaries. Nelson Sayler, the first mayor of what was then called Home City, fought to keep the town green and is accredited for saving the 140-year-old Sycamore tree located in the center of Nelson Sayler Park in the neighborhood's business district.

During this same time period, Joshua Carter - a renowned architect and business owner - built the historic Parkland Theater, as well as several historical homes still prominent in the neighborhood and the town's train station. The Theater, the oldest in the City of Cincinnati, once housed a bank, venue space, ice cream parlor, tavern and apartments. Renovated in 2012, it now is the central movie theater for the neighborhood and much of the west side.

In 1911, townships Fernbank, Home City and Delhi were annexed and Sayler Park officially became part of the City of Cincinnati. Abutting the Ohio River on the West side of the City, Sayler Park, holding deep roots in the riverfront and industry, embraced the building of Nokomis Avenue (now River Road) in 1955. During this same time period, Home City Ice, Kroger and several other businesses would call Sayler Park home.

While the neighborhood was experiencing great development, it was not without challenges, particularly unfortunate weather events. In 1937, Sayler Park experienced a tremendous flood that damaged several properties throughout the neighborhood. In 1947, the Hillside Bridge collapsed. A few decades later, Sayler Park was hit by the notorious 1974 tornado, which destroyed 69 houses, damaged over 100 properties and killed approximated 700 trees. The rebuilding of the neighborhood resulted in adding several modern, dense apartment complexes, changing the historic fabric of the neighborhood in certain areas.

Turning to the 21st Century, Sayler Park, unlike many other Cincinnati neighborhood's, has been able to hold onto its middle-class. With the renovation of Sayler Park School into Sayler Park Community Learning Center, the neighborhood has seen the addition of the Mercy Health Center and other vital neighborhood resources. Several of its parks have been renovated and Fernbank Park is an asset that attracts people from all over the region. New homes and businesses have been built and the neighborhood is experiencing a steady growth in population, particular of families with young children. With much to celebrate, it is clear that the community of Sayler Park has a rich history and an even brighter future.



SAYLER PARK 1940

RELATED PLANS

In Sayler Park's 225 year history, it has never been through a formal neighborhood planning process. Embracing the opportunity and challenge, Sayler Park's residents and local leaders embarked on this journey starting in Spring of 2017. Utilizing the Community Learning Center Institute and the City of Cincinnati Department of City Planning as facilitators, the community has worked diligently for over three years to engage its residents, business owners, local leaders and stakeholders in the creation of this document. Relying heavily on Plan Cincinnati adopted in 2012 as its guide, this process has helped galvanize the community towards a singular vision and the Sayler Park Plan serves as a blueprint for future development.

PLAN CINCINNATI ALIGNMENT

COMPETE
Foster a climate conducive to growth, investment, stability, and opportunity.

CONNECT
Develop an efficient multi-modal transportation system that supports neighborhood vitality.


LIVE
Build a robust public life.
Create a more livable community.

SUSTAIN
Become a healthier Cincinnati.
Preserve our natural and built environment.

COLLABORATE
Work in synergy with the Cincinnati community.

PLAN CINCINNATI
a comprehensive plan for the future

Adopted by Cincinnati City Council
November 21, 2012



CURRENT CONDITIONS

The neighborhood of Sayler Park is working to retain its middle class and build upon its many assets. A unique riverfront retreat described by residents as family-oriented, safe, beautiful and quiet, Sayler Park sees promising trends when looking at Census Data. While Sayler Park's **population** declined by 468 people from 2000 to 2010, totaling **2,765** people, it has since stabilized and increased according to American Community Survey data released in 2019. Looking to age, in 2010 **36%** of Sayler Park's population was **over the age of 50**. Due to recent developments and neighborhood promotion, young families are starting to move into the neighborhood.

Continuing on, Sayler Park has one of the highest **homeownership** rates in the City, reported by the Census in 2010 to be **68%**. This is five percentage points above the national average and almost thirty percentage points above the City of Cincinnati's average. **Home values** continue to rise, averaging **\$109,900** in 2010, and its **vacancy** rate has held relatively low at **13%**.

Employment data shows that Sayler Park residents' incomes are rising, with its **median household income** well above Cincinnati's average at **\$56,745**. Furthermore, the neighborhood's poverty rate is one of Cincinnati's **lowest**, reported to be **8.5%** in 2010. It thus follows that the majority of the population has a high school diploma and higher education experience, with this number continuing to increase each year. Sayler Park Community Learning Center, the neighborhood's local public school, has also experience an increase in enrollment since 2012. Furthermore, it consistently outperforms Cincinnati Public Schools overall.

Finally, the City of Cincinnati reports Sayler Park to be an incredibly safe neighborhood, making up only 0.4% of reported incidents in the City. The only area of concern is **vehicle access**. While **88%** of Sayler Park residents own a car, currently there is only one metro route that runs through the neighborhood, making it incredibly hard for those without a vehicle to access other necessary locations. Because of Sayler Park's remote location, public transportation enhancements should be addressed, particularly as the population ages.



CURRENT ZONING + FUTURE LANDUSE

Sayler Park has a strong desire to retain its sense of place through the continuation of single family residential and low density commercial development that promotes walkability, pedestrian safety, recreation, and growth of local businesses. Sayler Park values its small-town feel and takes pride in having a close sense of community. It is recommended that future zoning decisions be guided by the desire for low density, neighborhood centric, development. See below maps displaying Sayler Park's existing zoning code, as well as its existing landuse. See the following page for existing zoning definitions.



SF-20: Allows large-lot single-family housing at very low densities found in suburban residential districts. The minimum lot size is 20,000 square feet.

SF-10: Allows single-family housing at low densities. The minimum lot size is 10,000 square feet.

SF-6: Allows medium-density, single-family housing. The minimum lot size is 6,000 square feet.

SF-4: Allows moderately high density single-family housing. The minimum lot size is 4,000 square feet.

RM-2.0: Intended to provide for a medium density mix of residential housing predominantly duplexes and multi-family on lots that have already been platted. The scale of buildings is generally similar to a large single-family home on a small lot. Where land is assembled, the same scale should be maintained. The minimum land area for every dwelling unit is 2,000 square feet.

CC-M: Intended to provide for a mix of the pedestrian and auto-oriented development. Older, pedestrian-oriented buildings may be intermixed with newer, auto-oriented uses.

CC-A: Intended for areas that provide for easy automobile access. Large buildings are located on the site with parking in front. Lots associated with shopping centers often contain auto-oriented businesses. Performance standards are intended to mitigate the impact of the parking lots and buffer adjacent residential areas.

RF-R: Optimizes the scenic beauty of the riverfront while mixing residential uses into current public and semi-public land uses and to enhance the stability and revitalization of adjoining neighborhoods.

RF-C: Provides sites for commercial and manufacturing uses that require river access, as well as provides a buffer between the high intensity RF-M riverfront industrial and the more mixed-use RF-R areas. Intended to provide needed services for both areas while protecting adjoining residential neighborhoods, public parks and recreation facilities from the effects of more intense commercial and industrial uses.

PR: Preserves, protects and enhances a system of public parks, parkways, greenspace, recreation areas, natural and scenic areas, and protects sensitive natural resource areas.

THE PROCESS



Bringing together neighborhood residents, business owners, various stakeholders, Sayler Park students, staff and partners, the Sayler Park planning process began in Spring of 2017. Structured as a series of engagement workshops focused on asset based planning, the community gathered together under Sayler Park Community Learning Center’s roof to express their hopes and dreams, while formulating their vision for the future of the neighborhood. Over a series of formal and informal meetings, an estimated 168 people participated in the creation of this Plan.

Using inquiry based mapping, Sayler Park’s vision was further clarified by identifying assets, places frequently visited, places avoided, and where there is opportunity for further development. From there, the community prioritized initiatives, goals and implementation strategies that aim to build upon the neighborhood’s many existing strengths. After initiatives and goals were identified, implementation teams were set up to put the plan into action. These implementation teams work under the Sayler Park Plan Steering Committee, pushing forward strategies outlined in future chapters of this Plan. Overall, these implementation teams have been key to the Plan’s success, as not only have they kept momentum among participants by regularly sharing updates and wins, this strategy also allows for continued engagement and feedback as the Plan progresses.

The following pages describe the engagement process, as well as the community’s vision, initiatives and goals in detail. From there, implementation strategies aligned to neighborhood feedback are explored.

At the first kickoff meeting, participants were introduced to the purpose of the planning process and the history of the neighborhood. Current demographic trends and other relevant information were shared, such as employment and housing statistics. After reviewing baseline information, residents engaged in an inquiry based mapping activity, the exercise of which can be found in the appendix of this Plan. Breaking the room into several groups, each with a large map of Sayler Park, the facilitator guided the room into answering four key questions:

1. Where in Sayler Park do you work and/or live?
2. What places in Sayler Park do you visit often?
3. What places in Sayler Park do you avoid visiting? and,
4. Where in Sayler Park do you see opportunities for future development?

The purpose of this activity was to gather as much initial feedback as possible from participants in order to begin to formulate the neighborhood's vision, initiatives, goals and priorities.

After gathering all the maps and digitizing the feedback provided, assets, trends and themes could be shown. The following pages detail direct feedback given by the community and culminate into the Action Plan detailed in the following chapter.

mapping results

Sayler Park Plan Participants

Legend

- Neighborhood Boundary
- Participants
- Streets
- Sayler Park Business District
- Railroads
- Parcels
- Buildings
- Parks
- River



Sayler Park Plan Places Frequented

Legend

Places Frequented

- 1 - 2
- 3 - 4
- 5 - 7
- 8 - 12
- 13 - 19
- Streets
- Business District
- Parcels
- Buildings
- Railroads
- Parks
- River

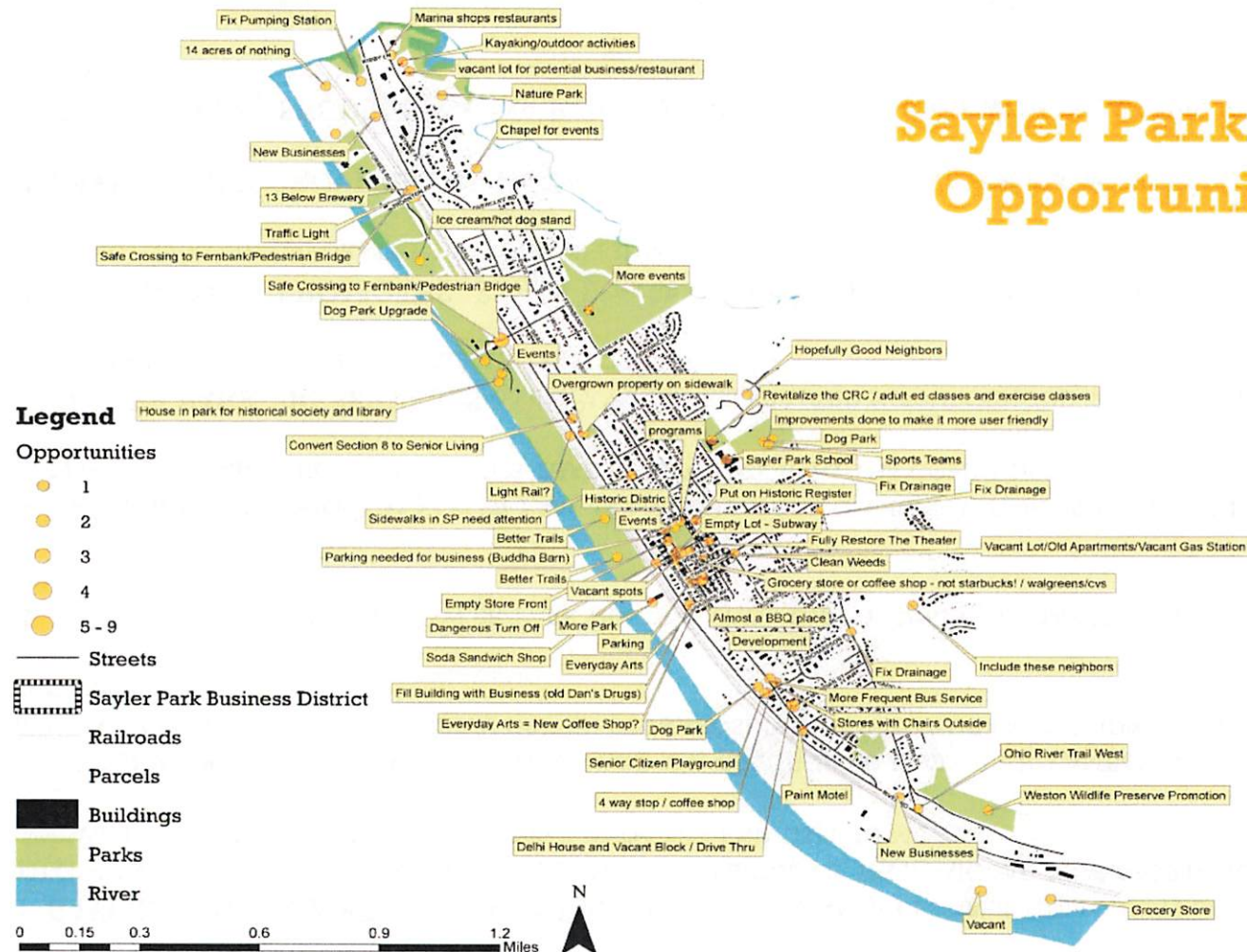


Starting with strengths and assets, participants identified the very best of Sayler Park by marking places frequented. Listing a variety of neighborhood assets, from outdoor recreation areas to its school, as well as a variety of retail shops and churches, Sayler Park residents value their public amenities, history and small-town character, as can be seen in the map at the bottom of this page.

Also asked were places avoided (not shown). Take away themes included concerns regarding vacancy, blight, pedestrian safety issues, such as unsafe intersections and rocky sidewalks, as well as crime hot spots and unkempt apartments.

Finally, residents were asked where they see opportunity for future development in their neighborhood, seen on the map to the right of this page. From pedestrian safety and parking improvements, to more local restaurants and recreation areas, residents have many ideas on how to make Sayler Park a family-friendly destination neighborhood.

mapping results continued...



Utilizing this feedback, common themes and trends were then identified in order to come up with the initiatives, goals and strategies that are the basis for the Sayler Park Plan. The following pages review each initiative in more detail, as well as enumerate goals and strategies identified by the community.

VISION

After digitizing participants' maps and identifying themes and trends, the following eight initiatives were identified by participants:

- 1. SAYLER PARK CONNECTS:** SAYLER PARK STRIVES TO BE AN ACCESSIBLE AND PEDESTRIAN-ORIENTED NEIGHBORHOOD THAT CONNECTS PEOPLE THROUGH A SAFE AND MAINTAINABLE MULTI-MODAL TRANSPORTATION SYSTEM BY EMBRACING INNOVATIVE TECHNOLOGIES AND DESIGNING WITH THE END-USER IN MIND.
- 2. SAYLER PARK CONSERVES:** SAYLER PARK IS A RECOGNIZED LEADER AND AMBASSADOR OF GREEN LIVING FOR THE REGION, WHICH FOSTERS COMMUNITY-DRIVEN STEWARDSHIP THROUGH THE PROMOTION AND IMPLEMENTATION OF EARTH-FIRST PRACTICES.
- 3. SAYLER PARK GROWS:** SAYLER PARK HOSTS A VITAL FAMILY-ORIENTED MARKETPLACE THAT HELPS THE NEIGHBORHOOD THRIVE AND GROW.
- 4. SAYLER PARK LEARNS:** SAYLER PARK IS AN EDUCATED COMMUNITY THAT VALUES LIFE-LONG LEARNING, RESULTING IN EMPOWERED AND ENGAGED CITIZENS THAT INVEST BACK INTO THE COMMUNITY.
- 5. SAYLER PARK PRESERVES:** SAYLER PARK IS A CELEBRATED NEIGHBORHOOD THROUGH THOUGHTFUL PRESERVATION OF ITS RICH ASSETS, ARCHITECTURE AND HISTORY.
- 6. SAYLER PARK PROMOTES:** SAYLER PARK IS A RECOGNIZED NEIGHBORHOOD WITH A COHESIVE COMMUNICATIONS STRATEGY THAT INCORPORATES A STRONG NEIGHBORHOOD BRAND.
- 7. SAYLER PARK PROVIDES:** SAYLER PARK IS A GREAT PLACE TO LIVE FOR ALL AGES.
- 8. SAYLER PARK SECURES:** SAYLER PARK IS A SAFE NEIGHBORHOOD WITH PROACTIVE, VIGILANT AND CARING RESIDENTS.

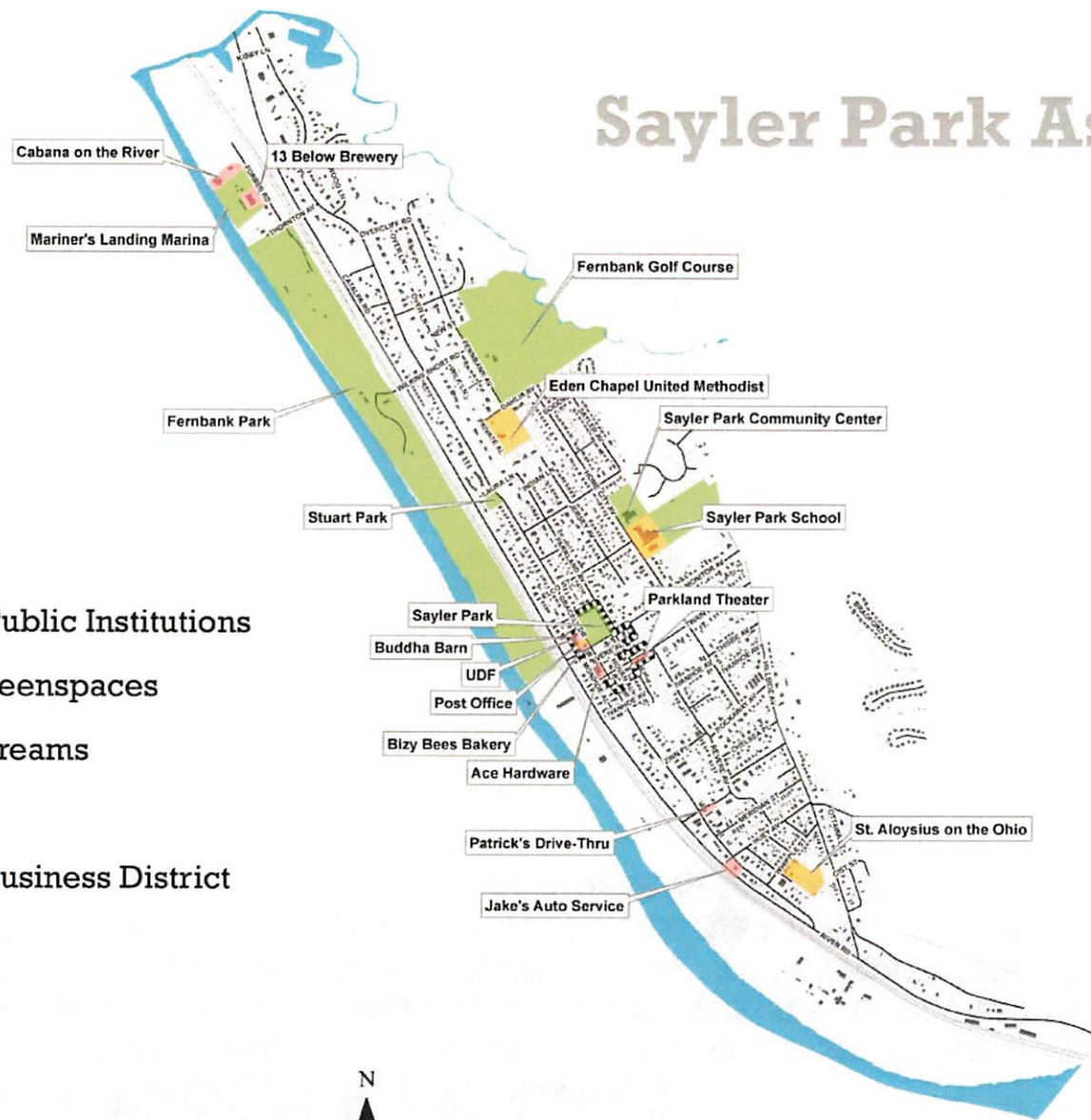
The following pages review each initiative in more detail, as well as enumerate goals, strategies, potential partnerships and resources identified by the community.

Sayler Park Assets Map

Legend

- Businesses
- Religious & Public Institutions
- Parks and Greenspaces
- Rivers and Streams
- Buildings
- Sayler Park Business District
- Parcels
- Streets
- Railroads

0 0.15 0.3 0.6 0.9 1.2 Miles



SAYLER PARK CONNECTS: TRAFFIC + PEDESTRIAN SAFETY



SAYLER PARK STRIVES TO BE AN ACCESSIBLE AND PEDESTRIAN-ORIENTED NEIGHBORHOOD THAT CONNECTS PEOPLE THROUGH A SAFE AND MAINTAINABLE MULTI-MODAL TRANSPORTATION SYSTEM BY EMBRACING INNOVATIVE TECHNOLOGIES AND DESIGNING WITH THE END-USER IN MIND.



Sayler Park Connects began with the vision to create a neighborhood that strives to be accessible and pedestrian-oriented, connecting people through safe and maintainable methods of transportation that increases quality of life through choice. We embrace innovative technologies designing with the neighborhood consumer in mind. The Sayler Park Transportation + Pedestrian Safety Implementation Team (SP Connects) was formed to realize this goal. SP Connects consists of a group of residents, local leaders and stakeholders, including staff from the City of Cincinnati Department of Transportation and Engineering, that set forth multiple goals as it relates to the connectivity of its streets and safety of its users. SP Connects will be the lead body working to push forward the following goals and strategies, all of which are aligned to the Sayler Park community's feedback during the Sayler Park Plan engagement process.

GOAL 1: DESIGN AND IMPLEMENT A SAFE AND INTEGRATED PEDESTRIAN AND BI-CYCLE NETWORK.

Strategies include, but are not limited to: Providing protected and accessible passage to Fernbank Park; Identifying, repairing and maintaining sidewalks and curbs throughout the neighborhood; and, Documenting and prioritizing unsafe traffic patterns. Partnerships for this work should include City of Cincinnati Department of City Planning, City of Cincinnati Department of Traffic and Engineering, City of Cincinnati Parks Board, Hamilton County Parks Department, Ohio River Trail West Working Group and Sayler Park Village Council.

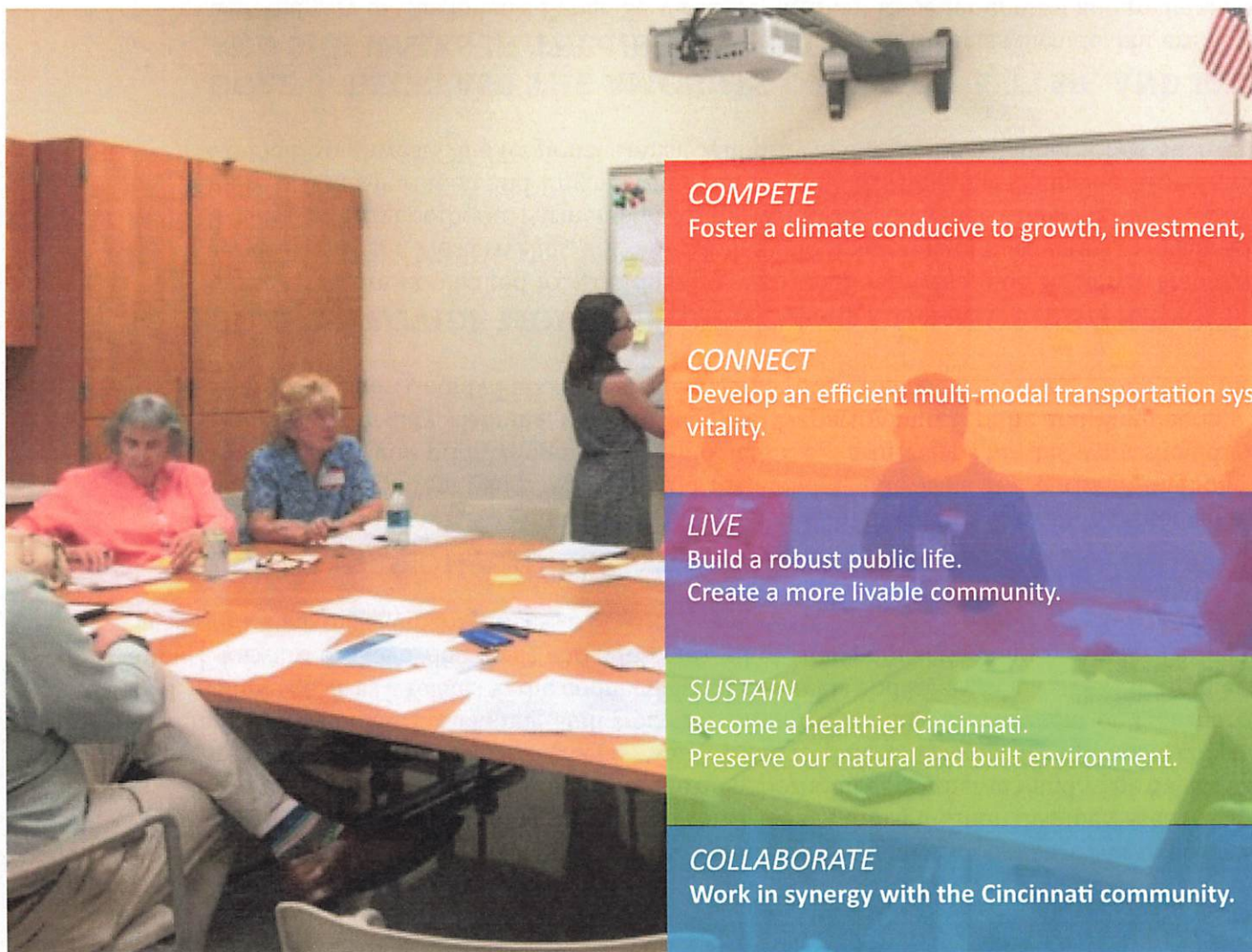
GOAL 2: PROVIDE MORE EFFICIENT AND CONNECTIVE TRANSIT OPTIONS.

Strategies include, but are not limited to: Coordinating with the Southwest Ohio Regional Transit Authority to expand bus services to Delhi, Western Hills, and The Mount; and, Exploring opportunities to locate a Park and Ride within the Sayler Park neighborhood. Partnerships for this work should include Cincinnati METRO, City of Cincinnati Department of Transportation and Engineering, The Mount, OKI Regional Council of Governments, Sayler Park Village Council, Southwest Ohio Regional Transit Authority and adjacent neighborhoods, such as Delhi and Western Hills.

GOAL 3: DECREASE THE AMOUNTS OF WEEDS, LITTER, AND BLIGHT ON STREETS AND SIDEWALKS IN THE NEIGHBORHOOD.

Strategies include, but are not limited to: Coordinating with the City of Cincinnati's Public Services Department to better control and maintain weed and litter issues on streets and sidewalks; and, Creating and implementing a beautification plan along Route 50. Partnerships for this work should include City of Cincinnati Department of Public Services, City of Cincinnati Parks Board, Hamilton County Parks Department, Sayler Park Village Council and the Sayler Park Village Council Business District Committee.

Other partnerships might include Community Learning Center Institute, CSX, SP Conserves: Green + Public Spaces Implementation Team and Sayler Park Community Learning Center. Potential resources could include City of Cincinnati grants, such as the Congestion, Mitigation and Air Quality Grant and MPO grants, as well as the Fix-it-Cincy mobile app.



COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

CONNECT

Develop an efficient multi-modal transportation system that supports neighborhood vitality.

LIVE

Build a robust public life.
Create a more livable community.

SUSTAIN

Become a healthier Cincinnati.
Preserve our natural and built environment.

COLLABORATE

Work in synergy with the Cincinnati community.

SAYLER PARK CONSERVES: GREEN + PUBLIC SPACES



SAYLER PARK IS A RECOGNIZED LEADER AND AMBASSADOR OF GREEN LIVING FOR THE REGION, WHICH FOSTERS COMMUNITY-DRIVEN STEWARDSHIP THROUGH THE PROMOTION AND IMPLEMENTATION OF EARTH-FIRST PRACTICES.



With the vision to create a Saylor Park that is a recognized leader and ambassador of green living for the region, which fosters community-driven stewardship through the promotion and implementation of Earth-first practices, the Saylor Park Conserves: Green + Public Spaces Implementation Team (SP Conserves) was formed. SP Conserves consists of a group of residents, local leaders and stakeholders that set forth multiple goals related to the preservation and sustainability of Saylor Park's green resources. SP Conserves will be the lead body working to push forward the following goals and strategies, all of which are aligned to the Saylor Park community's feedback during the Saylor Park Plan engagement process.

GOAL 1: SUSTAIN AND EXPAND SAYLER PARK'S CURRENT, LOCAL GREEN INITIATIVES:

Strategies include, but are not limited to: Promoting and celebrating Saylor Park's green heritage through a coordinated communication strategy; and, Utilizing community experts to train Saylor Park youth and residents to enhance green and public spaces. Partnerships for this work should include Fernbank Garden Club, Paper Street Community Farm, Saylor Park Farmer's Market, Saylor Park Harvest Festival, Saylor Park Promotes Implementation Team, Saylor Park Recreation Center, Saylor Park Community Learning Center, Saylor Park Sustains Festival, Saylor Park Village Council and Western Wildlife Corridor.

GOAL 2: CONSERVE AND ENHANCE SAYLER PARK'S GREEN AND PUBLIC SPACES.

Strategies include, but are not limited to: Preserving the Muddy Creek Corridor; Creating an arborist fund; Utilizing vacant lots to develop green and public space additions; Promoting pedestrian-oriented infrastructure connecting people to green places; and, Advocating for recycling bins in Saylor Park's high-traffic areas. Partnerships for this work should include City of Cincinnati Department of City Planning, City of Cincinnati Department of Public Services, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Office of Environment and Sustainability, City of Cincinnati Parks Board, Ohio River Trail West Working Group, Saylor Park Connects Implementation Team and Western Wildlife Corridor.

GOAL 3: EDUCATE SAYLER PARK RESIDENTS IN GREEN LIVING PRACTICES.

Strategies include, but are not limited to: Holding informative workshops that teach applicable green living practices; Tagging native trees; Creating and sharing Saylor Park green asset map; and Providing information on green resources to Saylor Park homeowners. Partnerships for this work should include Cincinnati Department of City Planning, City of Cincinnati Parks Board, Saylor Park Village Council and Western Wildlife Corridor.

Other partnerships might include Cincinnati Nature Center, Cincinnati Public Library, Cincinnati Zoo, City of Cincinnati Recreation Commission, Civic Garden Center, Communities United for Action, CSX, Genevieve Trail, Green Umbrella, Hamilton County Development Corporation, Hamilton County Parks Department, Interact for Health, Jubilee Farm, Keep Cincinnati Beautiful, Metropolitan Sewer District, Miami Sierra Club, The Mount, Ohio River Basin Alliance, Ohio River Friends, Our Harvest Cooperative, Red Bike, River Trails West, Sayler Park Business District Committee, Sayler Park Historical Society, Urban Appalachian Community Coalition, Urban Blooms and Western Wildlife Corridor. Potential resources could include EPA Village Green, Green School Certification, Main Street America and Tree City.



SAYLER PARK GROWS: BUSINESS + ECONOMIC DEVELOPMENT



**SAYLER PARK HOSTS A VITAL FAMILY-ORIENTED MARKETPLACE
THAT HELPS THE NEIGHBORHOOD THRIVE AND GROW.**



With the vision to create a Sayler Park that hosts a vital family-friendly marketplace that helps the neighborhood thrive and grow, the Sayler Park Grows: Business + Economic Development Implementation Team (“SP Grows”) was formed. SP Grows consists of a group of residents, business owners and various stakeholders that set forth multiple goals related to the growth and vitality of the neighborhood business environment. SP Grows will be the lead body working to push forward the following goals and strategies, all which align to the Sayler Park community’s feedback during the Sayler Park Plan engagement process.

GOAL 1: TARGET AND ATTRACT SMALL + DESTINATION BUSINESSES TO LOCATE

IN SAYLER PARK: Strategies include, but are not limited to: Encouraging and supporting the addition of local businesses that promote neighborhood self-sufficiency; Evaluating existing on and off-street parking to determine if there is a need for additional parking in the neighborhood business district through a parking study; Rehabilitating aspects of Twain Avenue; Supporting pedestrian and bicycle infrastructure to support new business growth; Conducting a walkability study; and finally, Targeting, stabilizing and cleaning vacant commercial buildings and lots. Partnerships for this work should include City of Cincinnati Department of Community and Economic Development, City of Cincinnati Department of Traffic and Engineering, Sayler Park Secures Implementation Team and Sayler Park Village Council Business District Committee.

GOAL 2: SUPPORT AND RETAIN EXISTING BUSINESSES IN THE COMMUNITY: Strategies include, but are not limited to: Promoting the business district as distinct and attractive; and Collaborating with the Sayler Park Promotes: Communications +Marketing Implementation Team to promote the neighborhood business district. Partnerships for this work should include Cincinnati Neighborhood Business Districts United, City of Cincinnati Department of Community and Economic Development, Sayler Park Promotes Implementation Team and Sayler Park Village Council Business District Committee.

GOAL 3: ENCOURAGE MORE BUSINESS OWNER ENGAGEMENT AND PARTICIPATION:

Strategies include, but are not limited to: Reviewing the pros and cons of establishing a Sayler Park Business District Association; and, Staying in contact with business owners regarding opportunities for them to be involved in the community and to reach their local customer base. Partnerships for this work should include Sayler Park Promotes Implementation Team and Sayler Park Village Council Business District Committee.

Other partnerships might include Community Learning Center Institute, Hamilton County Development Corporation, Urban Fast Forward and Urban Sites. Potential resources could include various City of Cincinnati funding, such as Neighborhood Business District Support Funds (NBDSF) and Neighborhood Business District Improvement Program (NBDIP) funds, both administered by the Department of Community and Economic Development, as well as the Fix-it-Cincy mobile app.



COMPETE

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COLLABORATE

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SAYLER PARK LEARNS: EDUCATION + YOUTH



SAYLER PARK IS AN EDUCATED COMMUNITY THAT VALUES LIFE-LONG LEARNING, RESULTING IN EMPOWERED AND ENGAGED CITIZENS THAT INVEST BACK INTO THE COMMUNITY.



With the vision for Saylor Park to be an educated community that values life-long learning, resulting in empowered and engaged citizens that invest back into the neighborhood, the Saylor Park Learns: Education + Youth Implementation Team (SP Learns) was formed. SP Learns consists of a group of residents, parents, educators, local leaders and various stakeholders that set forth multiple goals as it relates to students' ability to succeed in the classroom and beyond. SP Learns will be the lead body working to push forward the following goals and strategies, all which align to the Saylor Park community's feedback during the Saylor Park Plan engagement process.

GOAL 1: SAYLER PARK COMMUNITY LEARNING CENTER WILL BE AN OUTSTANDING SCHOOL THAT ATTRACTS YOUNG FAMILIES TO THE NEIGHBORHOOD AND SERVES AS A HUB CONNECTING THE SCHOOL AND THE COMMUNITY.

Strategies include, but are not limited to: Redeveloping Saylor Park's academic program to extend beyond the classroom walls and engage students with experiential learning rooted in the Saylor Park community and aligned to its priorities; Extending Saylor Park Community Learning Center to include high quality early childhood education; Extending Saylor Park Community Learning Center to connect to a quality high school program; Continuing to expand extended day and year-round enrichment for children, parents and community members; and Engaging families and community in promoting Saylor Park to attract new families and reinforce the community learning center as the anchor of a connected, vibrant neighborhood. Partnerships for this work should include Cincinnati Public Schools, Community Learning Center Institute, Saylor Park Community Learning Center and Saylor Park Promotes.

GOAL 2: DEVELOP ROBUST ADULT CONTINUING EDUCATION AND ENRICHMENT PROGRAMMING LEAD BY LOCAL COMMUNITY EXPERTS.

Strategies include, but are not limited to: Engaging community experts to offer evening and weekend classes for adults; and, Hosting community educational, cultural, civic and other events to enrich the quality of life for the neighborhood. Partnerships for this work should include Community Learning Center Institute, Saylor Park Recreation Center, Saylor Park Community Learning Center and Saylor Park Village Council.

Other partnerships might include Beech Acres, Coast Guard, Cincinnati Children's Hospital, Cincinnati Early Learning Center, Cincinnati Library, Cincinnati Zoo, City of Cincinnati, City of Cincinnati Parks Board, City of Cincinnati Recreation Commission, Foundation for Ohio River Education, Hamilton County Redevelopment Authority, INEOS, Mad Cap, Mercy Hospital, The Mount, Osher Life-Long Learning Center, Paper Street Community Farm, Proctor and Gamble, Santa Maria Home Visitation Program, Saylor Park Fernbank Garden Club, Saylor Park Historical Society, Shakespeare in the Park and all SP Plan Implemen-

tation Teams. Potential resources could include 3-PhD, Edutopia, High Tech High, Place Based Learning in Ohio, Vision 2020 and Yellow Springs Project Based Learning.

COMPETE

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SAYLER PARK PRESERVES: HISTORIC PRESERVATION



**SAYLER PARK IS A CELEBRATED NEIGHBORHOOD THROUGH
THOUGHTFUL PRESERVATION OF ITS RICH ASSETS, ARCHITECTURE AND
HISTORY.**

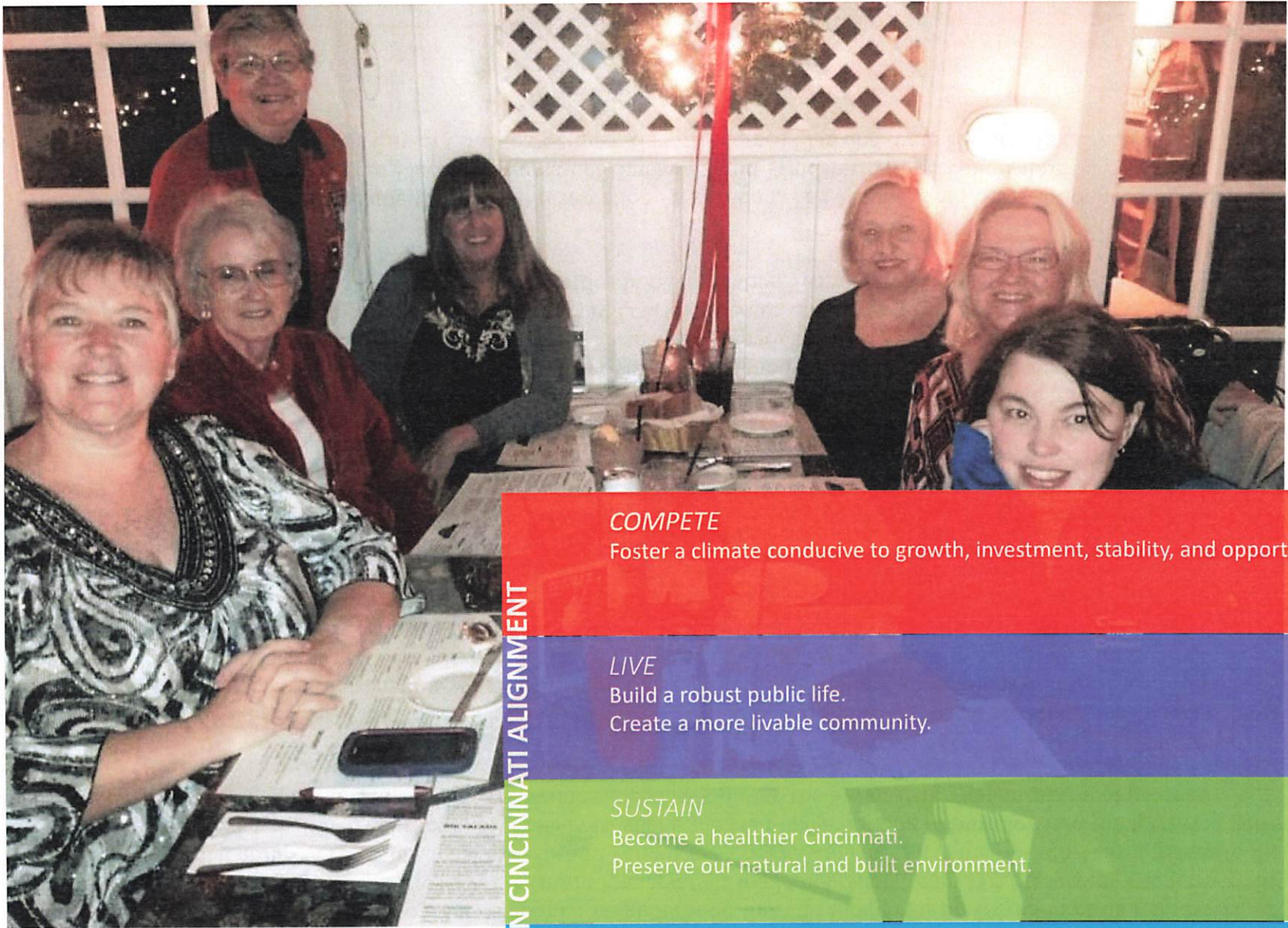


With the vision for Sayler Park to be a celebrated neighborhood through thoughtful preservation of its rich assets, architecture and history, the Sayler Park Preserves: Historic Preservation Implementation Team (SP Preserves) was formed. SP Preserves consists of a group of residents, local experts and various stakeholders that set forth multiple goals as it relates to the preservation of the Sayler Park neighborhood. SP Preserves will be the lead body working to push forward the following goals and strategies, all which align to the Sayler Park community's feedback during the Sayler Park Plan engagement process.

GOAL 1: PRESERVE THE HISTORIC FABRIC OF THE NEIGHBORHOOD. Strategies include, but are not limited to: Coordinating with local experts and various stakeholders to conduct a historical survey in the neighborhood, utilizing past survey efforts; Working with the City of Cincinnati Buildings and Inspections Department's Urban Conservator to nominate eligible individual properties to the national register; Investigate designating a national register historic district for a portion or portions of the Sayler Park neighborhood; and, Promoting infill development. Partnerships for this work should include City of Cincinnati Buildings and Inspections Department, City of Cincinnati Department of City Planning, Sayler Park Grows Implementation Team, Sayler Park Historical Society, Sayler Park Provides Implementation Team, Sayler Park Village Council and Sayler Park Village Council Business District Committee.

GOAL 2: PRESERVE THE HISTORY OF THE NEIGHBORHOOD. Strategies include, but are not limited to: Creating and advertising a walking tour of Sayler Park historic homes using up-to-date technology; Utilizing community experts to preserve history of the Sayler Park neighborhood; and, Installing educational signage to promote historic artifacts in the neighborhood. Partnerships for this work should include City of Cincinnati Department of City Planning, Sayler Park Community Learning Center, Sayler Park Historical Society, Sayler Park Promotes Implementation Team, Sayler Park Provides Implementation Team and Sayler Park Village Council.

Other partnerships might include Cincinnati Preservation Association, The Mount, Ohio History Connection, Ohio Historic Preservation, Partners for Sacred Places, University of Cincinnati and Windshield Tour. Potential resources could include Federal Historic Tax Credits, various City of Cincinnati grants, Historic Homes Plan and State Historic Tax Credits.



PLAN CINCINNATI ALIGNMENT

COMPETE

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SAYLER PARK PROMOTES: COMMUNICATIONS + MARKETING



SAYLER PARK IS A RECOGNIZED NEIGHBORHOOD WITH A COHESIVE COMMUNICATIONS STRATEGY THAT INCORPORATES A STRONG NEIGHBORHOOD BRAND.



With the vision of Sayler Park being a recognized neighborhood with a cohesive communications strategy that incorporates a strong neighborhood brand, the Sayler Park Promotes: Communications + Marketing Implementation Team (“SP Promotes”) was formed. SP Promotes consists of a group of residents, local artists + designers and various stakeholders that set forth goals as it relates to the branding and identity of the neighborhood, all aligned to the Sayler Park community’s feedback during the Sayler Park Plan engagement process. SP Promotes will be the lead body working to push forward the following goals and strategies:

GOAL 1: SAYLER PARK ATTRACTS AND RETAINS FAMILIES THROUGH INCREASED MARKETING AND VISIBILITY. Strategies include, but are not limited to, utilizing community experts to develop a brand that captures Sayler Park’s identity, as well as add appropriate signage in high traffic areas. Partners for this work should include a local creative advisory team, the City of Cincinnati Department of Community and Economic Development, the City of Cincinnati Department of Transportation and Engineering, and the Sayler Park Village Council Business District Committee.

GOAL 2: SAYLER PARK RESIDENTS ARE INFORMED AND ENGAGED IN LOCAL ISSUES AND EVENTS. Strategies include, but are not limited to, appointing a communications director and support team to work under the Sayler Park Village Council, enhancing social media communications, and writing and circulating stories that celebrate and promote Sayler Park to the City of Cincinnati and nearby neighborhoods on a regular basis. Partnerships for this work should include Sayler Park Village Council.

Other partnerships might include Cincinnati Neighborhoods Business Districts United, Community Learning Center Institute and Hamilton County Development Corporation. Potential resources could include various City of Cincinnati funding, such as

Neighborhood Business District Improvement Program (NBDIP) funds administered by the Department of Community and Economic Development, as well as Main Street Grant funds.

COMPETE

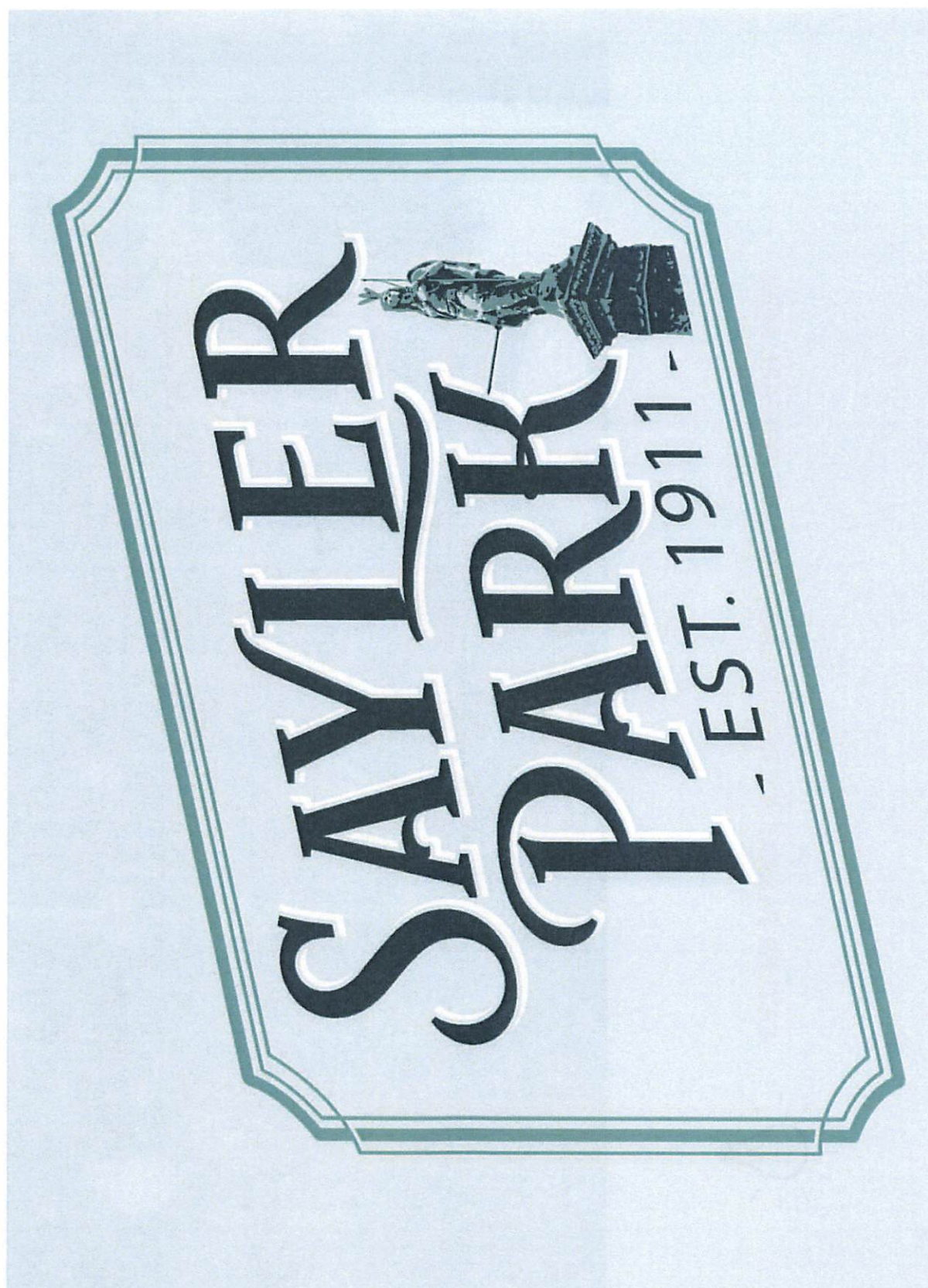
Foster a climate conducive to growth, investment, stability, and opportunity.

LIVE

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Create a more livable community.

COLLABORATE

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SAYLER PARK PROVIDES: HOUSING + AGING IN PLACE



SAYLER PARK IS A GREAT PLACE TO LIVE FOR ALL AGES.



With the vision of Sayler Park being a great place to live for all ages, the Sayler Park Provides: Housing + Aging in Place Implementation Team (“SP Provides”) was formed. SP Provides consists of a group of residents and various stakeholders that set forth goals as it relates to increasing the quality of life for all Sayler Park residents. SP Provides will be the lead body working to push forward the following goals and strategies, all of which align to the Sayler Park community’s feedback during the Sayler Park Plan engagement process.

GOAL 1: SAYLER PARK IS ACCESSIBLE. Strategies include, but are not limited to: Identifying inaccessible public spaces and creating a plan to correct; Expanding accessible transportation services, including adding covered bus shelters and more frequent access to downtown; and, Expanding Sayler Park recreation center to include a full service gym facility tailored for all ages. Partnerships for this work should include Cincinnati Recreation Commission, City of Cincinnati Chief Advocacy Officer for Aging and Accessibility, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Department of City Planning, SP Connects Implementation Team, SP Conserves Implementation Team, SP Grows Implementation Team, Sayler Park Recreation Center, Sayler Park Village Council and Sayler Park Village Council Business District Committee.

GOAL 2: SAYLER PARK PROMOTES AGING-FRIENDLY RESIDENTIAL PROJECTS. Strategies include, but are not limited to: Converting select apartments to senior living; and, Developing efficiency homes. Partnerships for this work should include City of Cincinnati Department of City Planning, City of Cincinnati Department of Community and Economic Development, Sayler Park Secures Implementation Team, Sayler Park senior citizens and Sayler Park Village Council.

GOAL 3: SAYLER PARK EXPANDS HEALTH CARE AND EMERGENCY RELATED SERVICES. Strategies include, but are not limited to: Working with Mercy Health to ensure Sayler Park seniors are utilizing health care services; and, Working with the City of Cincinnati Police Department, particularly District 3, to expand emergency related services in the area, such as welfare checks and brown outs. Partnerships for this work should include City of Cincinnati Fire Department, City of Cincinnati Police Department, Community Learning Center Institute, Mercy School Based Health Center, Sayler Park Community Learning Center, SP Promotes Implementation Team, SP Secures Implementation Team and Sayler Park Village Council.

GOAL 4: SAYLER PARK PROVIDES SUPPORT TO HOMEOWNERS AND SENIOR CITIZENS TO INCREASE QUALITY OF LIFE.

Strategies include, but are not limited to: Utilizing community experts and partners for home improvement projects; Developing a Senior Center with robust programming, resources and continuing education opportunities; and, Developing and implementing a sustainable infrastructure plan with Metropolitan Sewer District. Partnerships for this work should include Cincinnati Recreation Commission, City of Cincinnati, Community Learning Center Institute, Greater Cincinnati Water Works, Hamilton County, Metropolitan Sewer District, Saylor Park Community Learning Center, SP Learns Implementation Team, Saylor Park Recreation Commission and Saylor Park Village Council.

Other partnerships might include Communities United for Action, Habitat for Humanity, People Working Cooperatively, Sun City Homes and various faith-based groups and local tradesmen. Potential resources could include Federal and State Historic Tax Credits, Greater Cincinnati Water Works Enhanced Lead Program, Housing and Urban Development grants, as well as Senior Citizen Center grants.

COMPETE

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SAYLER PARK SECURES: SAFETY + NUISANCE ABATEMENT



**SAYLER PARK IS A SAFE NEIGHBORHOOD
WITH PROACTIVE, VIGILANT AND CARING RESIDENTS.**



With the vision of Sayler Park being a safe neighborhood with proactive, vigilant and caring residents, the Sayler Park Secures: Safety + Nuisance Abatement Implementation Team (“SP Secures”) was formed. SP Secures consists of a group of residents, local leaders and stakeholders that set forth goals as it relates to the safety and security of the neighborhood and its residents. SP Secures will be the lead body working to push forward the following goals and strategies, all of which are aligned to the Sayler Park community’s feedback during the Sayler Park Plan engagement process.

GOAL 1: ENSURE THAT PROPERTY AND PERSONAL SAFETY ARE A TOP PRIORITY. Strategies include, but are not limited to: Fostering a positive relationship with the City of Cincinnati Police Department; Partnering with the City of Cincinnati Police Department to create a neighborhood strategy for attacking blight and crime; Encouraging our residents to get involved in Blockwatch and Citizens on Patrol; Installing better lighting and security cameras in the business district and in the community; Coordinating with the City of Cincinnati Fire Department to conduct regular home security inspections; Pro-actively engaging with the City of Cincinnati to address and prioritize property maintenance and crime issues; and Encouraging people make reports regarding public safety and City maintenance issues using the Fix it Cincy App and other reporting resources, such as 513-591-6000 and 513-765-1212. Partners for this work should include Citizens on Patrol, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Public Services Department, Sayler Park Village Council, Sayler Park Village Council Business District Committee and The Port.

GOAL 2: FOSTER AN ENVIRONMENT WHERE COMMUNITY VOICES CAN BE HEARD AND PARTICIPATION IN NEIGHBORHOOD SAFETY, PROPERTY MAINTENANCE AND CLEANUP IS ENCOURAGED. Strategies include, but are not limited to: Developing and implementing a plan wherein Sayler Park Village Council actively promotes property maintenance, requests voluntary cleanup and compliance with nuisance regulations by property owners, and offers to arrange cleanup assistance to owner occupants when requested, appropriate and available; Providing content for a welcome packet to new citizens with non-emergency phone numbers, Fix-it-Cincy information and social media pages to access important City and community information; and Creates and maintains on-line communication tools in coordination with Sayler Park Village Council. Partners for this work should include Citizens on Patrol, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Parks Department, City of Cincinnati Public Services Department, Sayler Park Village Council, and The Port.

Other partnerships might include Sayler Park Recreation Center and Sayler Park Community Learning Center. Potential resources could include various City of Cincinnati funding, such as facade improvement grants.

PLAN CINCINNATI ALIGNMENT

COMPETE

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NEIGHBORHOOD PRIORITIES & TIME LINE

SAYLER PARK CONNECTS: TRAFFIC + PEDESTRIAN SAFETY

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Connects: Traffic + Pedestrian Safety	Design and implement a safe and integrated pedestrian and bicycle network.	Identifying, repairing and maintaining sidewalks and curbs throughout the neighborhood.	City of Cincinnati Department of City Planning, City of Cincinnati Department of Traffic and Engineering, City of Cincinnati Parks Board, Hamilton County Parks Department, Ohio River Trail West Working Group and Sayler Park Village Council.	Mid Term (3 - 5 Years)
		Documenting and prioritizing unsafe traffic patterns.		
		Providing protected and accessible passage to Fernbank Park.		
	Provide more efficient and connective transit options.	Coordinating with the Southwest Ohio Regional Transit Authority to expand bus services to Delhi, Western Hills and The Mount.	Cincinnati METRO, City of Cincinnati Department of Transportation and Engineering, The Mount, OKI Regional Council of Governments, Sayler Park Village Council, Southwest Ohio Regional Transit Authority and adjacent neighborhoods, such as Delhi and Western Hills.	Long Term (5 - 10 Years)
		Exploring opportunities to locate a park and ride within the Sayler Park neighborhood.		
	Decrease the amounts of weeds, litter and blight on streets and sidewalks in the neighborhood.	Coordinating with the City of Cincinnati's Department of Public Services to better control and maintain weed and litter issues on streets and sidewalks.	City of Cincinnati Department of Public Services, City of Cincinnati Parks Board, Hamilton County Parks Department, Sayler Park Village Council and the Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Creating and implementing a beautification plan along Route 50.		

SAYLER PARK CONSERVES: GREEN + PUBLIC SPACES

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Conserves: Green + Public Spaces	Conserve and enhance Sayler Park's green and public spaces.	Promoting and celebrating Sayler Park's green heritage through a coordinated communication strategy.	City of Cincinnati Department of City Planning, City of Cincinnati Department of Public Services, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Office of Environment and Sustainability, City of Cincinnati Parks Board, Ohio River Trail West Working Group, Sayler Park Connects Implementation Team and Western Wildlife Corridor.	Short Term (1 - 3 Years)
		Utilizing community experts to train Sayler Park youth and residents to enhance green and public spaces.		
	Sustain and expand Sayler Park's current local green initiatives.	Preserving the Muddy Creek Corridor.	Fernbank Garden Club, Paper Street Community Farm, Sayler Park Farmer's Market, Sayler Park Harvest Festival, Sayler Park Promotes Implementation Team, Sayler Park Recreation Center, Sayler Park Community Learning Center, Sayler Park Sustains Festival, Sayler Park Village Council and Western Wildlife Corridor.	Mid Term (3 - 5 Years)
		Creating an arborist fund.		
		Utilizing vacant lots to develop green and public space additions.		
		Promoting pedestrian-oriented infrastructure connecting people to green places.		
		Advocating for recycling bins in Sayler Park's high traffic areas.		
	Educate Sayler Park residents in green living practices.	Holding information workshops that teach applicable green living practices.	Cincinnati Department of City Planning, City of Cincinnati Parks Board, Sayler Park Village Council and Western Wildlife Corridor.	Mid Term (3 - 5 Years)
		Tagging native trees.		
		Creating and sharing Sayler Park green asset map.		
		Providing information on green resources to Sayler Park homeowners.		

SAYLER PARK GROWS: BUSINESS + ECONOMIC DEVELOPMENT

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Grows: Business + Economic Development	Targeting and attracting small destination businesses to locate in Saylor Park.	Encouraging and supporting the addition of local businesses that promote neighborhood self-sufficiency.	City of Cincinnati Department of Community and Economic Development, City of Cincinnati Department of Traffic and Engineering, Saylor Park Secures Implementation Team and Saylor Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Rehabilitating aspects of Twain Avenue.		
		Supporting pedestrian and bicycle infrastructure to support new business growth.		
		Conducting a walkability study.		
		Targeting, stabilizing and cleaning vacant commercial buildings and lots.		
	Supporting and retaining existing businesses in the community.	Evaluating existing on and off street parking to determine if there is a need for additional parking in the neighborhood business district.	Cincinnati Neighborhood Business Districts United, City of Cincinnati Department of Community and Economic Development, Saylor Park Promotes Implementation Team and Saylor Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Promoting the business district as distinct and attractive.		
	Encouraging more business owner engagement and participation.	Collaborating with the Saylor Park Promotes: Communications + Marketing Implementation Team to strategize the promotion of the neighborhood business district.	Saylor Park Promotes Implementation Team and Saylor Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Reviewing the pros and cons of establishing a Saylor Park Business District Association. Staying in contact with business owners regarding opportunities for them to be involved in the community and to reach their local customer base.		

SAYLER PARK LEARNS: EDUCATION + YOUTH

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Learns: Youth + Education	Sayler Park Community Learning Center will be an outstanding school that attracts young families to the neighborhood and serves as a hub connecting the school and community.	Redeveloping Sayler Park's academic program to extend beyond the classroom walls and engage students with experiential learning rooted in the Sayler Park community and aligned to its priorities.	Cincinnati Public Schools, Community Learning Center Institute, Sayler Park Community Learning Center and Sayler Park Promotes.	Mid Term (3 - 5 Years)
		Extending Sayler Park Community Learning Center to include high quality early childhood education.		
		Extending Sayler Park Community Learning center to connect to a quality high school program.		
		Engaging families and community in promoting Sayler Park to attract new families and reinforce the community learning center as the anchor of a connected, vibrant neighborhood.		
		Continuing to expand extended day and year round enrichment for children, parents and community members.		
	Developing robust adult continuing education and enrichment programming lead by local community experts.	Engaging community experts to offer evening and weekend classes for adults. Hosting community educational, cultural, civic and other events to enrich the quality of life for the neighborhood.	Community Learning Center Institute, Sayler Park Recreation Center, Sayler Park Community Learning Center and Sayler Park Village Council.	Short Term (1 - 3 Years)

SAYLER PARK PRESERVES: HISTORIC PRESERVATION

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Preserves: Historic Preservation	Preserving the historic fabric of the neighborhood.	Coordinating with local experts and various stakeholders to conduct a historical survey in the neighborhood, utilizing past survey efforts.	City of Cincinnati Buildings and Inspections Department, City of Cincinnati Department of City Planning, Sayler Park Grows Implementation Team, Sayler Park Historical Society, Sayler Park Provides Implementation Team, Sayler Park Village Council and Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Promoting rehabilitation and new construction that aligns to the historic nature of the neighborhood.		
		Investigate designating a national register historic district for a portion or portions of the Sayler Park neighborhood.		
		Working with the City of Cincinnati Buildings and Inspections Department's Urban Conservator to nominate eligible individual properties to the national register.		
	Preserving the history of the neighborhood.	Utilizing community experts to preserve history of the Sayler Park neighborhood.	City of Cincinnati Department of City Planning, Sayler Park Community Learning Center, Sayler Park Historical Society, Sayler Park Promotes Implementation Team, Sayler Park Provides Implementation Team and Sayler Park Village Council.	Mid Term (3 - 5 Years)
		Creating and advertising a walking tour of Sayler Park historic homes, using up-to-date technology.		
		Installing educational signage to promote historic artifacts in the neighborhood.		

SAYLER PARK PROMOTES: COMMUNICATIONS + MARKETING

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Promotes: Communications + Marketing	Sayler Park attracts and retains families through increased marketing and visibility.	Add appropriate signage in high traffic areas.	City of Cincinnati Department of Community and Economic Development, the City of Cincinnati Department of Transportation and Engineering, Local Creative Advisory Team and the Sayler Park Village Council Business District Committee.	Short Term (1 - 3 Years)
		Utilizing community experts to develop a brand that captures Sayler Park's identity.		
	Sayler Park residents are informed and engaged in local issues and events.	Appointing a communications director and support team to work under the Sayler Park Village Council.	Sayler Park Village Council.	Short Term (1 - 3 Years)
		Enhancing social media communications.		
		Writing and circulating stories that celebrate and promote Sayler Park to the City of Cincinnati and nearby neighborhoods on a regular basis.		

SAYLER PARK PROVIDES: HOUSING + AGING IN PLACE

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Provides: Housing + Aging in Place	Sayler Park is accessible.	Identifying inaccessible public spaces and creating a plan to correct.	Cincinnati Recreation Commission, City of Cincinnati Chief Advocacy Officer for Aging and Accessibility, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Department of City Planning, SP Connects Implementation Team, SP Conserves Implementation Team, SP Grows Implementation Team, Sayler Park Recreation Center, Sayler Park Village Council and Sayler Park Village Council Business District Committee.	Long Term (5 - 10 Year)
		Expanding accessible transportation services, including adding covered bus shelters and more frequent access to downtown.		
		Expanding Sayler Park Recreation Center to include a full service gym facility tailored for all ages.		
	Sayler Park provides support to homeowners and senior citizens to increase quality of life.	Utilizing community experts and partners for home improvement projects.	Cincinnati Recreation Commission, City of Cincinnati, Community Learning Center Institute, Greater Cincinnati Water Works, Hamilton County, Metropolitan Sewer District, Sayler Park Community Learning Center, SP Learns Implementation Team, Sayler Park Recreation Commission and Sayler Park Village Council.	Long Term (5 - 10 Year)
		Developing and implementing a sustainable infrastructure plan with metropolitan sewer district.		
		Developing a senior center with robust programming, resources and continuing education opportunities.		
	Sayler Park promotes aging-friendly residential projects.	Developing efficiency homes.	City of Cincinnati Department of City Planning, City of Cincinnati Department of Community and Economic Development, Sayler Park Secures Implementation Team, Sayler Park senior citizens and Sayler Park Village Council.	Long Term (5 - 10 Year)
		Converting select apartments to senior living.		
	Sayler Park expands health care and emergency related services.	Working with Mercy Health to ensure Sayler Park seniors are utilizing health care services.	City of Cincinnati Fire Department, City of Cincinnati Police Department, Community Learning Center Institute, Mercy School Based Health Center, Sayler Park Community Learning Center, SP Promotes Implementation Team, SP Secures Implementation Team and Sayler Park Village Council.	Short Term (1 - 3 Years)
		Working with the City of Cincinnati, particularly District 3 Police Department, to expand emergency related services in the area, such as welfare checks and brown outs.		

SAYLER PARK SECURES: SAFETY + NUISANCE ABATEMENT

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Secures: Safety + Nuisance Abatement	Ensure that property and personal safety are a top priority.	<p>Fostering a positive relationship with the City of Cincinnati Police Department.</p> <p>Partnering with the City of Cincinnati Police Department to create a neighborhood strategy for attacking blight and crime.</p> <p>Encouraging our residents to get involved in block watch and citizens on patrol.</p> <p>Installing better lighting and security cameras in the business district and in the community.</p> <p>Coordinating with the City of Cincinnati Fire Department to conduct regular home safety inspections.</p> <p>Encouraging people to make reports regarding public safety and city maintenance issues using the Fix-it-Cincy app and other reporting resources, such as 513-591-6000 and 513-765-1212.</p> <p>Proactively engaging with the City of Cincinnati to address and prioritize property maintenance and crime issues.</p>	Citizens on Patrol, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Public Services Department, Sayler Park Village Council, Sayler Park Village Council Business District Committee and The Port.	Mid Term (3 - 5 Years)
	Foster an environment where community voices can be heard and participation in neighborhoods safety, property maintenance and cleanup is encouraged.	<p>Developing and implementing a plan wherein Sayler Park Village Council actively promotes property maintenance, requests voluntary cleanup and compliance with nuisance regulations by property owners and offers to arrange cleanup assistance to owner occupants when requested, appropriate and available.</p> <p>Providing content for a welcome packet to new citizens with non-emergency phone numbers, Fix-it-Cincy information and social media pages to access important City and community information.</p> <p>Creating and maintaining online communication tools in coordination with Sayler Park Village Council.</p>	Citizens on Patrol, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Parks Department, City of Cincinnati Public Services Department, Sayler Park Village Council, and The Port.	Short Term (1 - 3 Years)

NEXT STEPS

The Sayler Park Plan expresses the vision and goals of the Sayler Park community and provides prioritized strategies to ensure Sayler Park will continue to be an attractive, premier riverfront neighborhood for years to come. This Plan has been embraced by residents and stakeholders alike, as several successful projects have already been implemented. From pedestrian safety and neighborhood identity, to additional preschool classrooms and small-scale local retail development, this Plan works to enhance an already great neighborhood.

Coordination and communication must be sustained in order for this Plan to continue its success. Implementation teams based off of initiatives will work to keep the momentum for this process moving forward, under the guidance of several neighborhood and City stakeholders, including the Sayler Park Plan Steering Committee and its representatives. Furthermore, potential partners, funders and developers must continue to be identified as the Plan moves forward.

The neighborhood of Sayler Park is a true gem. With a highly engaged body of residents, multiple organizations already doing great work, interested investors and seemingly infinite assets, the community is poised to become one of the most desirable neighborhoods throughout the City of Cincinnati and beyond.

COMMUNITY ENGAGEMENT EXERCISE

Sayler Park

community visioning exercise guide

Activity # 1: Visioning Questionnaire

0

For This Activity You Will Need:

Materials: Visioning Questionnaire and Pens for each participant, Black Marker Recorder

1

20 MIN

Questionnaire

Pass out the visioning questionnaire and pens to each participant. Participants will get 7-10 minutes to answer the 3 questions individually. Once each participant has had sufficient time to answer the questions, open up for discussion and review comments. The recorder will then write down common themes on the chart sheet with the black marker. Themes will be shared by group at the end of the meeting. Collect all questionnaires when finished.

Activity # 2: Community Plan Mapping Exercise

0

For This Activity You Will Need:

Materials: Maps, Stickers, Pens, Green Marker, Red Marker and Blue Marker Recorder Presenter

1

map #1
5 MIN

Participants

where you live | work | own property

With the **ORANGE** stickers, mark on the map where each participant lives, works, and/or owns property in the neighborhood. It's okay to mark multiple locations.

2

map #2
10 MIN

Places Frequented

where do you go often?

With the **GREEN** stickers, mark on the map places you frequent in Sayler Park. It's encouraged to mark multiple locations. Feel free to draw a line from the sticker and write a note regarding why you placed a sticker at that location. When all locations are marked, please note the top 3 places frequented according to the group on the chart sheet with the green marker.

3

map #3
10 MIN

Places Avoid

where do you feel unsafe?

With the **RED** stickers, mark on the map places you avoid in Sayler Park. It's encouraged to mark multiple locations. Feel free to draw a line from the sticker and write a note regarding why you placed a sticker at that location. When all locations are marked, please note the top 3 places avoided according to the group on the chart sheet with the red marker.

4

map #3
10 MIN

Opportunities

where do you feel there is potential?

With the **BLUE** stickers, mark on the map places you feel have potential in Sayler Park. It's encouraged to mark multiple locations. Feel free to draw a line from the sticker and write a note regarding why you placed a sticker at that location. When all locations are marked, please note the top 3 opportunities according to the group on the chart sheet with the blue marker.

/

20 MIN

Present

share results

Each group will have 2-3 minutes to present their questionnaire and mapping results to the rest of the attendees. Choose one person who will present.

Thank You!

SAYLER PARK PLAN INITIATIVE 1-PAGERS

SAYLER PARK PLAN

SP Connects: Transportation + Pedestrian Safety



VISION: Saylor Park strives to be an accessible and pedestrian-oriented neighborhood that connects people through a safe and maintainable multi-modal transportation system by embracing innovative technologies and designing with the end-user in mind.

Goal 1: Design and implement a safe and integrated pedestrian and bicycle network.

Strategies:

1. Provide protected and accessible passage to Fernbank Park
2. Repair and maintain sidewalks and curbs throughout the neighborhood
3. Document and prioritize unsafe traffic patterns

Next Steps:

- Conduct a feasibility study, preliminary engineering, and determine funding for making a safe, pedestrian-oriented connection to Fernbank Park
- Determine specific sidewalk maintenance and repair locations
- Work with the Department of Transportation and Engineering on a Saylor Park Pedestrian Safety Survey
- Educate residents on how to report "near misses" (pedestrian/car accidents) to the City of Cincinnati using the Fix It Cincy App

Goal 2: Provide more efficient and connective transit options.

Strategies:

1. Coordinate with the Southwest Ohio Regional Transit Authority to expand bus services to Delhi, Western Hills, and Mt. St. Joe
2. Explore opportunities to locate a Park and Ride within the Saylor Park neighborhood

Next Steps:

- Connect the Saylor Park Village Council Transportation Committee to appropriate City / County Staff
- Conduct a feasibility study, preliminary engineering and determine funding for a Park and Ride in the Saylor Park neighborhood

Goal 3: Decrease the amounts of weeds, litter, and blight on streets and sidewalks in the neighborhood.

Strategies:

1. Coordinate with the City of Cincinnati's Public Services Department to better control and maintain weed and litter issues on streets and sidewalks
2. Implement a beautification program along Route 50

Next Steps:

- Connect with Cincinnati Parks Board to create a beautification plan along Route 50
- Educate residents on how to report blight to the City of Cincinnati using the Fix It Cincy App and other resources

Potential Partners:

City of Cincinnati Parks Department
City of Cincinnati Department of City Planning
Community Learning Center Institute
Department of Transportation and Engineering
Hamilton County Parks Department
METRO
Ohio River Trail West Working Group
OKI Regional Council of Governments
Railroad Companies
Saylor Park Business District Committee
Saylor Park School
Saylor Park Village Council
Saylor Park Village Council Transportation Team
Southwest Ohio Regional Transit Authority

Potential Resources:

MPO Grants
Congestion, Mitigation and Air Quality Grant

SAYLER PARK PLAN

SP Conserves: Green + Public Spaces



VISION: Saylor Park is a recognized leader and ambassador of green living for the region which fosters community-driven stewardship through the promotion and implementation of Earth-friendly practices.

Goal 1: Sustain and expand Saylor Park's current, local green initiatives.

Strategies:

1. Expand Fernbank Garden Club membership through sustained outreach to ensure longevity
2. Promote and celebrate Saylor Park's green heritage through a coordinated communication strategy with Saylor Park Village Council, the City of Cincinnati, and nearby neighborhood efforts, such as: Saylor Park Harvest Festival, Saylor Park Sustains Festival, Saylor Park Farmer's Market, Fernbank Garden Club, Winding Walks (city's largest LEED-certified area), Paper Street Farm, Parkland Homestead Farm, and Western Wildlife Corridor
3. Procure "Tree City USA" signage

Next Steps:

- Create outreach plan for Fernbank Garden Club
- Identify willing community experts
- Connect with the Communications and Marketing Implementation Team and Saylor Park Village Council to strategize the promotion of green initiatives
- Contact appropriate City officials for "Tree City USA" signage
- Create calendar for action items

Goal 2: Conserve and enhance Saylor Park's green and public spaces.

Strategies:

1. Preserve the Muddy Creek Corridor
2. Create an arborist fund
3. Utilize vacant lots to develop green and public space additions
4. Promote human-scaled infrastructure connecting people to green places, e.g. bike lanes in and to the business district, safe pedestrian and bike access to Fernbank Park (possible locations: Wilkins Short, Monitor, Thorton's Triangle), wheelchair accessibility in green and public spaces
5. Advocate for recycling bins in Saylor Park's high-traffic areas

Next Steps:

- Work with the City of Cincinnati to create a Saylor Park vacant properties and public ownership map
- Identify conservation partner(s)
- Work with the City of Cincinnati's Public Services Department to identify process acquiring neighborhood recycling bins
- Work with Department of Transportation and Engineering and the Traffic and Pedestrian Safety Implementation Team to identify barriers in accessing green and public spaces, such as Fernbank Park and Muddy Creek Corridor
- Research potential funding opportunities

Goal 3: Educate Saylor Park residents in green living best practices.

Strategies:

1. Hold informative workshops that teach applicable green living practices
2. Tag native trees
3. Create and share Saylor Park green asset map
4. Partner with existing Saylor Park groups to communicate these opportunities for the neighborhood

Next Steps:

- Identify local experts and community partners to hold workshops
- Work with the Cincinnati Park Board and Urban Forestry Department to understand tree-tagging process
- Identify neighborhood's green resources
- Work with local schools

Potential Partners:

Building Value
Carriage House Farm
CORV
Cincinnati Get Outdoors Weekend
Cincinnati Nature Center
Cincinnati Recreation Commission
Cincinnati State
Cincinnati Zoo
Cincinnati Public Library
City of Cincinnati
City of Cincinnati Dept. of Environment and Sustainability
City of Cincinnati Dept. of Public Services
City of Cincinnati Parks Board
City of Cincinnati Urban Forestry
CSX
Communities United for Action (CUFA)
Civic Garden Center
Dept. of Transportation and Engineering
Fernbank Garden Club
Genevieve Trail
Green Umbrella
Growing Value
Hamilton Co. Development Authority
Hamilton Co. Environmental Services
Hamilton Co. Extension Service
Hamilton Co. Parks
Interact for Health
Imago
Jubilee Farm
Keep Cincinnati Beautiful
Metropolitan Sewer District
Miami Sierra Club
Mount St. Joseph University
Ohio River Basin Alliance
Ohio River Friends
River Trails West
River West
Saylor Park Business District
Saylor Park Farmer's Market
Saylor Park Harvest Festival
Saylor Park Historical Society
Saylor Park School
Saylor Park Sustains
TriState Trails
Urban Appalachian Community Coalition
Urban Blooms
University of Cincinnati
Western Wildlife Corridor
Xavier University Sustainability Program

Potential Resources:

Main Street America
Tree City

SAYLER PARK PLAN

SP Grows: Business + Economic Development



VISION: Saylor Park is a vital and thriving neighborhood that experiences growth through a family-oriented market place.

Goal 1: Target and attract small and/or destination businesses to locate in Saylor Park.

Strategies:

1. Encourage and support the addition of local businesses that promote neighborhood self-sufficiency
2. Evaluate existing on and off-street parking to determine if there is a need for additional parking in the business district
3. Rehabilitate road and pedestrian/bike infrastructure to support new business growth
4. Target, stabilize and clean up vacant commercial buildings and lots

Next Steps:

- Work with the Department of Transportation and Engineering to study existing on and off-street parking use during peak hours and make a plan based on results
- Work with the Department of Transportation and Engineering to conduct a walkability study in the business district
- Research City of Cincinnati funding opportunities available for business district beautification

Goal 2: Support and retain existing businesses in the community.

Strategies:

1. Promote the neighborhood business district as distinct and attractive
2. Explore the viability of a business district shuttle
3. Work with business owners and community stakeholders to organize community clean-up campaigns focused in the business district

Next Steps:

- Connect with the Communications + Marketing Implementation Team to strategize the promotion of the neighborhood business district(s)
- Work with the Saylor Park Business District Committee to organize regular community clean-ups
- Educate business owners on how to utilize the "Fix-it-Cincy" app to report blight, litter and crime

Goal 3: Encourage more business owner engagement and participation.

Strategies:

1. Create a Saylor Park Business District Association

Next Steps:

- Recruit neighborhood business owners for the Saylor Park Business District Committee

Potential Partners:

Cincinnati Nbh Business Districts United
City of Cincinnati
Community Learning Center Institute
Department of Community & Economic Dev
Hamilton County Dev Corporation
Urban Fast Forward
Urban Sites

Potential Resources:

DCED Grants
DOTE Grants
Fix-it-Cincy
NBDSF Funds
NBDIP Funds

SAYLER PARK PLAN

SP Learns: Education + Youth



VISION: Sayler Park is an educated community that values life-long learning, resulting in empowered and engaged citizens that invest back into the community.

Goal 1: Sayler Park Community Learning Center will be an outstanding school that attracts young families to the neighborhood and serves as a vibrant hub connecting the school and the community.

Strategies:

1. Redevelop Sayler Park School's academic program to extend beyond the classroom walls and engage students with experiential learning rooted in the Sayler Park community and aligned to its priorities— from history and the natural environment, to commerce and the economy

- Develop plan for CPS Vision 2020 proposal and secure funding from CPS for planning revamped rigorous, high quality curriculum
- Extend Sayler Park Community Learning Center to include high quality early childhood education
- Extend Sayler Park Community Learning Center to connect to a quality high school program
- Continue to expand extended day and year-round enrichment for children (Math/Tech/Science/Book/Sports/Film/Language Clubs, Drop-in-Play, NBH Youth Council, Summer Internships, SP School newsletter, Adopt-a-Class, Community Days, etc.)
- Offer programs and other opportunities for parents to be engaged in their children's education

2. Engage families and community in promoting Sayler Park to attract new families and reinforce the community learning center as the anchor of a connected, vibrant neighborhood

- CLC signage, wayfinding and marketing

Next Steps:

- Complete community engagement and research to guide the selection of a new academic program for the CPS Vision 2020 application
- Secure funding to enable teachers, parents, and community members in the Education and Youth Implementation Team to visit exemplars of the model chosen for Sayler Park
- Pursue potential partners for early childhood program and high school

Goal 2: Develop robust adult continuing education and enrichment programming lead by local community experts.

Strategies:

1. Engage community experts to offer evening and weekend classes for adults (Book/Genealogy/Cooking Clubs, Mt. St. Joe College Advisory, GED, Computer Programming, Internet Café, etc.)
2. Host community educational, cultural, civic, social, and other events to enrich the quality of life for the neighborhood

Next Steps:

- Complete inventory of community programming and identify local experts
- Continue engagement process to identify what is of interest to community, including segments of the demographic (e.g. retired, parents of young children, etc.)
- Seek partnerships to manage and provide programming

Potential Partners:

Coast Guard
Cincinnati Children's Hospital
Cincinnati Early Learning Center
Cincinnati Library
Cincinnati Parks Board
Cincinnati Public School
Cincinnati Zoo
City of Cincinnati
Community Learning Center Institute
Hamilton County Redevelopment Authority
INEOS
Mad Cap
Mercy Hospital
Mt. St. Joseph University
Osher Life-Long Learning Center
Paper Street Farm
Proctor and Gamble
St. Aloysius on the Ohio School
Santa Maria Home Visitation Program
Sayler Park Cincinnati Recreation Commission
Sayler Park Fernbank Garden Club
Sayler Park Historical Society
Sayler Park School
Sayler Park Sustains
Shakespeare in the Park

Potential Resources:

3-PhD
Edutopia
High Tech High
Place Based Learning Ohio
Vision 2020
Yellow Springs Project Based Learning

SAYLER PARK PLAN

SP Preserves: Historic Preservation



VISION: Sayler Park is a celebrated neighborhood through thoughtful preservation of its rich assets, architecture and history.

Goal 1: Preserve the historic fabric of the neighborhood.

Strategies:

1. Coordinate with local universities to conduct a historical survey in the neighborhood.
2. Work with the City of Cincinnati to nominate eligible individual properties to the national register
3. Investigate designating a national register historic district for a portion or portions of the Sayler Park neighborhood
4. Promote infill development.

Next Steps:

- Educate community on benefits of Historic District designation.
- Review zoning and related tools with the City of Cincinnati Planning Department to ensure the preservation of the historic nature of the neighborhood.
- Research potential partners and applicable resources for best practices and future funding opportunities.

Goal 2: Preserve the history of the neighborhood.

Strategies:

1. Create and advertise a walking tour of Sayler Park historic homes using updated technology tools, such as an app.
2. Utilize community experts to preserve history of the Sayler Park neighborhood.
3. Install educational signage to promote historic artifacts in the neighborhood.

Next Steps:

- Coordinate communication efforts of Sayler Park Historical Society with Sayler Park Village Council.
- Organize a walking tour of Sayler park historic homes.
- Connect Sayler Park Historical Society with Sayler Park School to provide educational opportunities to youth.
- Digitize all Sayler Park historical documents.

Potential Partners:

Cincinnati Preservation Association
City of Cincinnati
City of Cincinnati Urban Conservator
The Mount
Ohio Historic Preservation
Partners for Sacred Places
Sayler Park Historic Society
University of Cincinnati
Windshield Tour

Potential Resources:

Federal Historic Tax Credits
Grants
Historic Homes Plan
State Historic Tax Credits

SAYLER PARK PLAN

SP Promotes: Communications + Marketing



VISION: Sayler Park is a recognized neighborhood with a cohesive communications strategy that incorporates a strong neighborhood brand.

Goal 1: Sayler Park attracts and retains families through increased marketing and visibility.

Strategies:

1. Utilize community experts to develop a brand that captures Sayler Park's identity.
2. Add appropriate signage in high traffic areas.

Next Steps:

- Assemble a creative advisory team.
- Work with the Department of Community and Economic Development to identify funding for a neighborhood branding project.

Goal 2: Sayler Park residents are informed and engaged in local issues and events.

Strategies:

1. Appoint a Communications Director and supporting team to work under the Sayler Park Village Council.
2. Enhance social media communications.
3. Create and circulate a neighborhood print newsletter on an ongoing basis.
4. Write and circulate stories that celebrate and promote Sayler Park to the City of Cincinnati and nearby neighborhoods on an ongoing basis.

Next Steps:

- Work with Sayler Park Village Council to create a Communications Director and supporting team.

Potential Partners:

Cincinnati Nbh Business Districts United
City of Cincinnati
Community Learning Center Institute
Dept. of Community and Economic Dev.
Department of Traffic and Engineering
Hamilton County Development Corporation
Sayler Park Village Council
SPVC Business District Committee

Potential Resources:

Dept. of Community and Economic Dev. Grants
Department of Traffic and Engineering Grants
Main Street Grants
NBDIP Funds
Sayler Park Village Council Social Media

SAYLER PARK PLAN

SP Provides: Housing + Aging in Place



VISION: Sayler Park is a great place to live for all ages.

Goal 1: Sayler Park is accessible.

Strategies:

1. Identify inaccessible public spaces and create plan to correct
2. Expand accessible transportation services

Next Steps:

- Neighborhood tour with the City of Cincinnati Chief Advocacy Officer for Aging and Accessibility on October 20th.

Goal 2: Sayler Park promotes aging-friendly residential projects.

Strategies:

1. Convert select apartments to senior living
2. Develop efficiency homes

Next Steps:

- Survey Sayler Park seniors to better understand housing needs and demands

Goal 3: Sayler Park expands health care and emergency related services.

Strategies:

1. Work with Mercy Health to ensure Sayler Park seniors are utilizing health care services
2. Work with D3 and Fire Department to expand emergency related services in the area

Next Steps:

- Meet with Mercy Health, D3 and Fire Department

Goal 4: Sayler Park provides support to homeowners and senior citizens to increase quality of life.

Strategies:

1. Utilize community experts and partners for home improvement projects
2. Develop a Senior Center with robust programming, resources and continuing education opportunities
3. Develop and implement a sustainable infrastructure plan with MSD

Next Steps:

- Make a list of community experts
- Research Senior Center funding
- Meet with Hamilton City Commissioner

Potential Partners:

Officer for Aging and Accessibility
Cincinnati Fire Department
City of Cincinnati
Communities United for Action
Dept. of Community and Economic Dev.
Department of Transportation and Engineering
District 3 Police
Faith-Based Groups
Greater Cincinnati Water Works
Habitat for Humanity
Hamilton County
Local Tradesman
Mercy School Based Health Center
Metropolitan Sewer District
People Working Cooperatively
Sun City Homes

Potential Resources:

Enhanced Lead Program
Senior Citizen Center Grants
Housing and Urban Development

SAYLER PARK PLAN

SP Secures: Safety + Nuisance Abatement



VISION: Sayler Park is a safe neighborhood with proactive, vigilant and caring residents.

Goal 1: Ensure that property and personal safety are a top priority.

Strategies:

1. Encourage people to file complaints regarding property maintenance
2. Foster a positive relationship with District 3 and the Fire Department
3. Partner with District 3 in order to create a neighborhood strategy for attacking blight and crime
4. Install better lighting and security cameras in the business district
5. Coordinate with the City of Cincinnati Fire Department to conduct regular home security inspections
6. Pro-actively engage with the City of Cincinnati to address and prioritize property maintenance and crime issues

Next Steps:

- Create a Sayler Park Safety Committee under Sayler Park Village Council that consists of residents, business owners, community stakeholders, District 3 and the Fire Department
- Educate Sayler Park residents on how to utilize the "Fix it Cincy" App and other reporting resources
- Obtain a vacant property map from the City of Cincinnati

Goal 2: Foster an environment where community voices can be heard and participation in neighborhood safety, property maintenance, and cleanup is encouraged.

Strategies:

1. Conduct safety related campaigns in the community (i.e. lead paint testing and awareness, fire inspection awareness).
2. Develop and implement a plan wherein Village Council actively promotes property maintenance, requests voluntary cleanup and compliance with nuisance regulations by property owners, and offers to arrange cleanup assistance when requested, appropriate, and available. Slogan: "Sayler Park is a Neat Place to Live"
3. Provide a welcome pack to new citizens with non-emergency phone numbers, Fix-It-Cincy information and social media pages to access important City and community information
4. Create and maintain online communications tools and coordinate with Sayler Park Village Council

Next Steps:

- Coordinate safety campaigns with District 3 and the Fire Department
- Sayler Park Safety Committee to create welcome packets and social media presence

Potential Partners:

Citizens on Patrol
District 3 Police
Cincinnati Fire Department
Cincinnati Health Department
Cincinnati Law Department
Department of Buildings & Inspections
Department of Public Services
Hamilton County Development Authority
Sayler Park Cincinnati Recreation Center
Sayler Park School
Sayler Park Village Council

Potential Resources:

Fix it Cincy Mobile App
City of Cincinnati Façade Improvement Grants

SP CONSERVES GREEN RESOURCE MATERIALS: TREE CANOPY MAPS

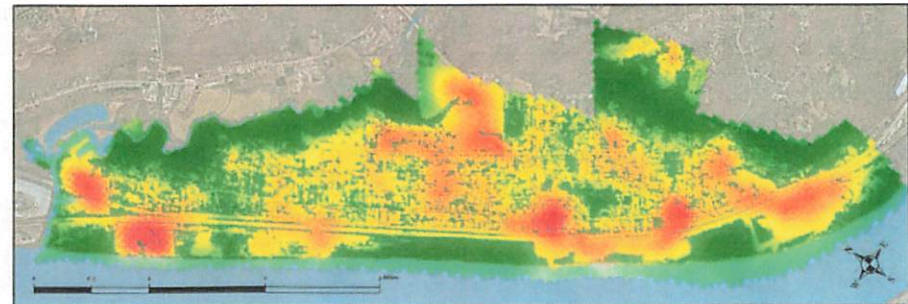


Salyer Park Tree Canopy and Land Surface Temperature (July 17, 2019)

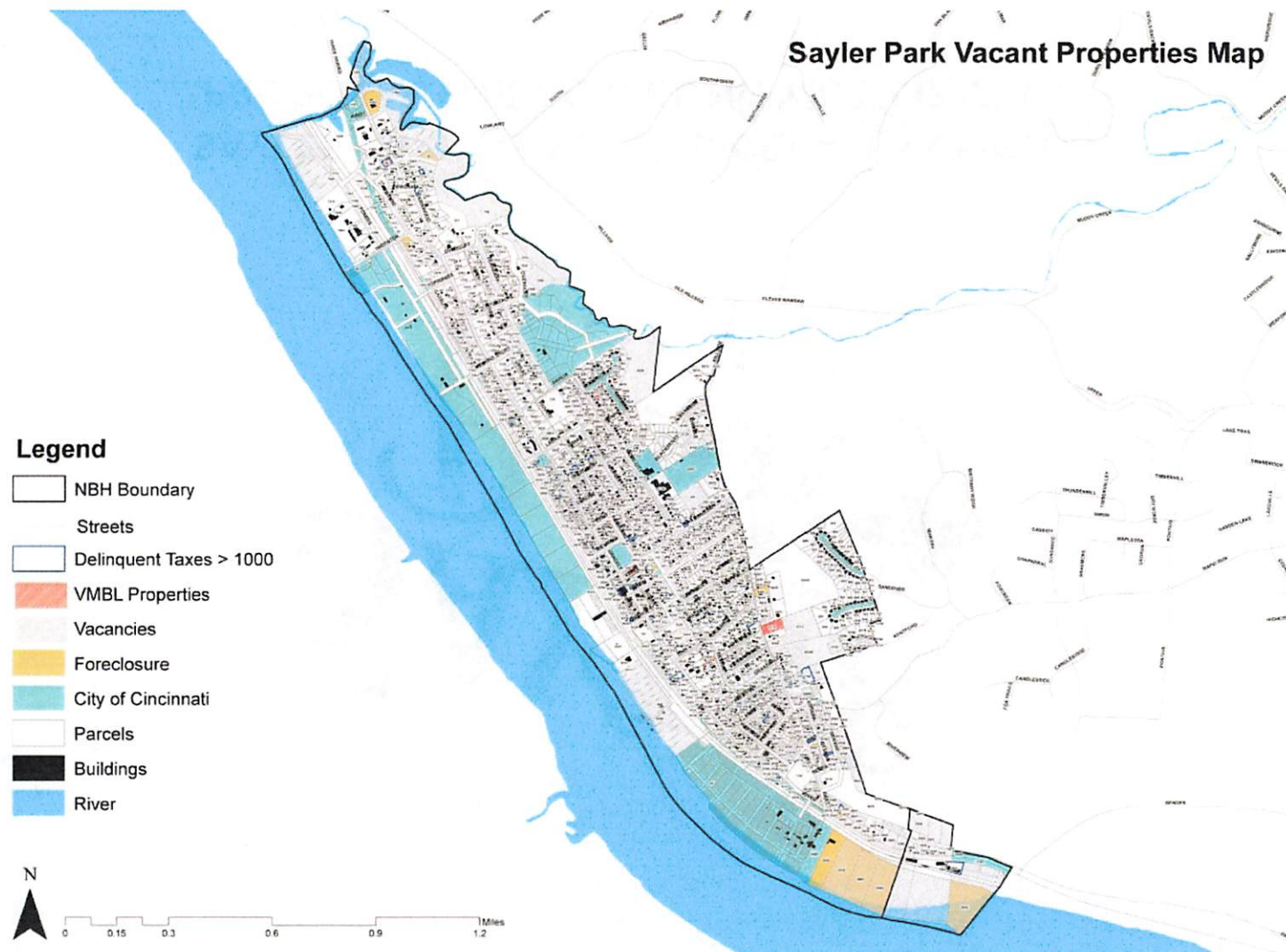
Land Surface Temp - July 7th 2017

Value
High : 76
Low : 64

Salyer Park Tree Canopy
Salyer_Pavement
Salyer_Buildings
Salyer_Sidewalks
Salyer_Park
River



SP SECURES VACANT PROPERTIES MAP



SP HILLSIDE RECREATION FIELDS PROPOSAL



SAYLER PARK HILLSIDE RECREATION FIELDS
PROPOSAL FOR COMMUNITY UTILIZATION

2020

Area of Opportunity

The Sayler Park Rec Center and Sayler Park School sit at the heart of our community. Through the process of writing and approving our Neighborhood Plan with Adelyn Hall of the Community Learning Center Institute, Sayler Park Village Council, its Board Members, and our residents have expressed interest in expanding recreation opportunities and food access in the neighborhood. We have identified the Sayler Park Hillside Recreation Fields as an area of opportunity toward fulfillment of these goals.

Over the last year, our community Food Mapping project facilitated by Dr. Alan Wright of the University of Cincinnati gathered feedback from residents about creating greater resiliency in our neighborhood's food production. A community orchard was identified as an avenue to reach this goal that has broad neighborhood support.

Our proposed project includes 2 phases:

Phase 1: Small front yard community orchard located at Sayler Park School (already funded by Giving Trees and in partnership with Sayler Park School)

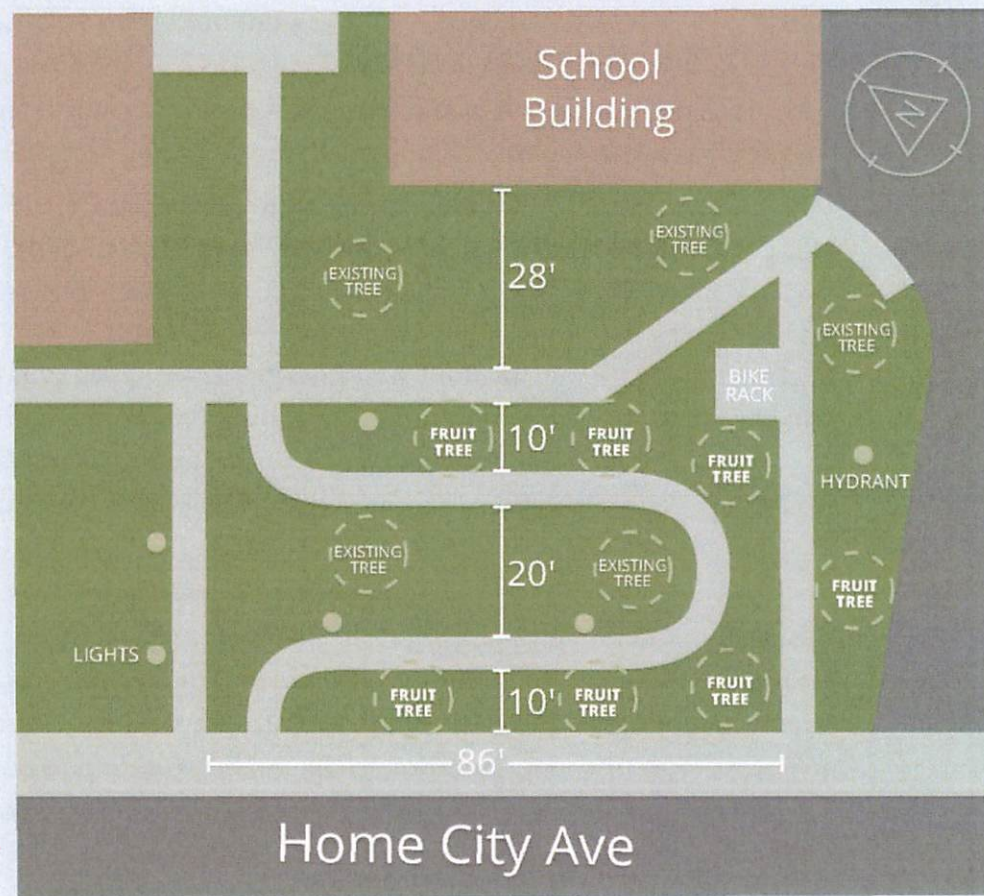
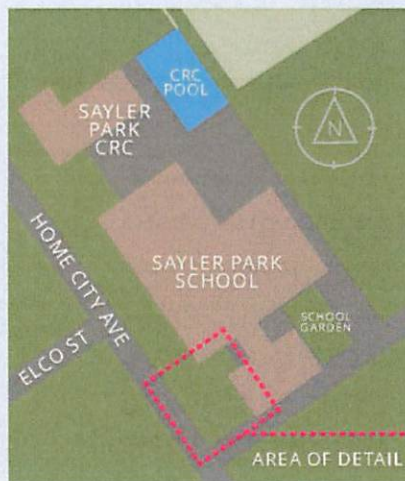
Phase 2: Reimagining the large CRC fields behind the School into a mixed-use recreation area including a walking path, larger community orchard, picnic spots, pickleball courts, and open areas for outdoor recreation. This project would be in partnership with Cincinnati Recreation Commission and is the subject of this CBR request.

Sayler Park School, 6700 Home City Avenue Proposed Phase 1 Community Orchard Site

**NOT PART OF CBR REQUEST
BUT ADJACENT AND RELEVANT**

Phase 1 of the Community Orchard Project:

- Install several fruit bearing trees in the front yard of Sayler Park School
- We have a teacher and classroom committed to adopting the trees as part of their Project Based Learning curriculum.
- Funding has already been secured from Giving Trees, as a culmination of our work with Alan Wright in a Sayler Park Food Map
- Phase 1 project to foster interest, fundraising, and PR opportunities for the larger Phase 2 project



Sayler Park Hillside Athletic Fields

Proposed Phase 2: Community Utilization through CBR Request

Phase 2:

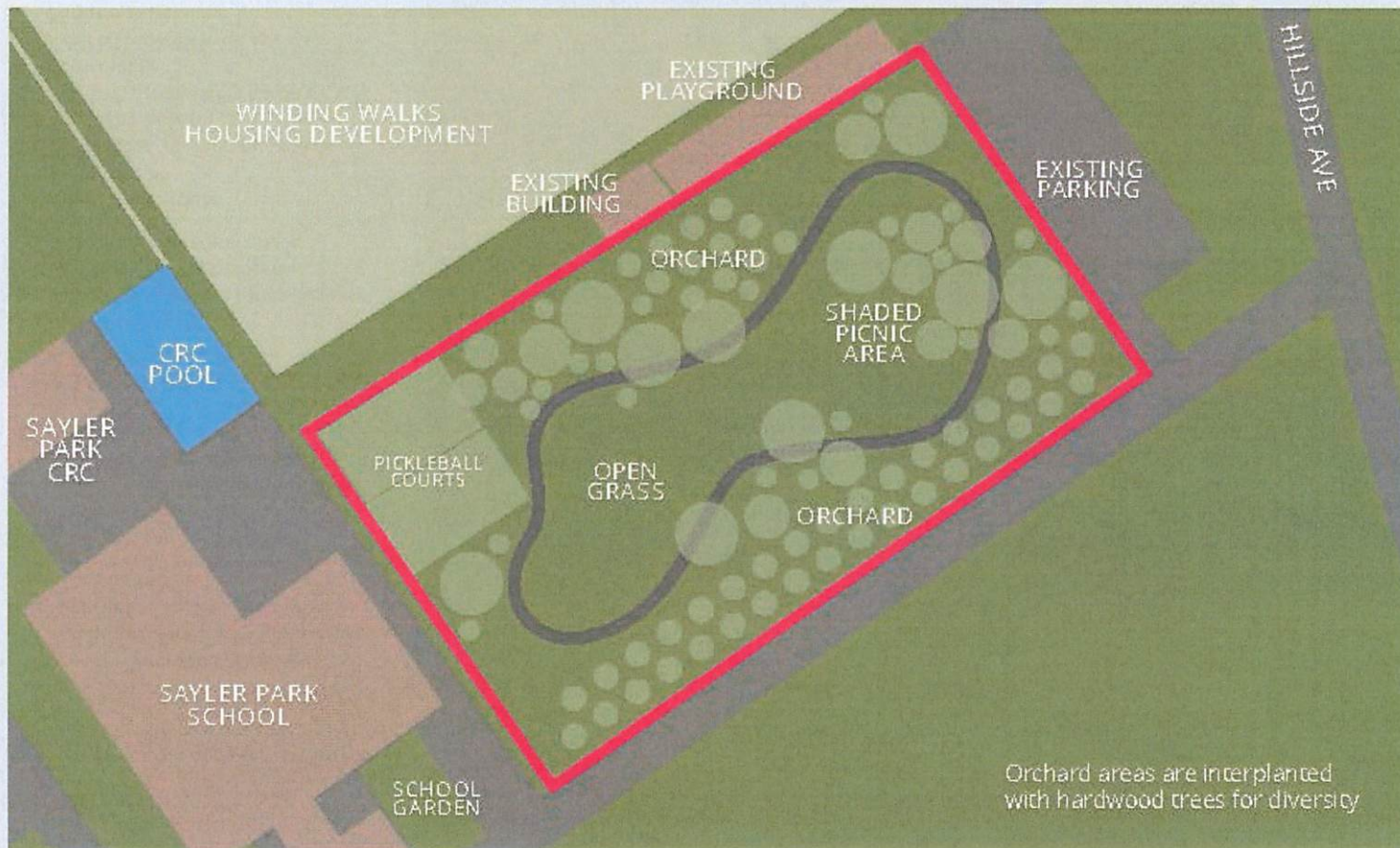
- Aiming for more complete utilization of dormant Sayler Park Hillside Athletic Fields, located at 6607 Hillside Avenue
- Aligns to Community requests in the Sayler Park Plan to conserve and enhance Sayler Park's green and public spaces.
- Opportunity could include:
 - Walk/run path
 - Community Orchard interplanted with native hardwood trees
 - Areas for picnicking
 - Rehabilitation of concession stand to utilize restrooms and equipment storage for orchard care
 - Pickleball courts
 - Space for outdoors fitness classes ex: yoga, dance, aerobics, boot camp, senior exercise
- Existing advantages:
 - Playground
 - Parking lot
 - Perimeter fencing
 - Proximity to the heart of the community
 - Well connected road access
 - Nighttime lighting
 - Unused building with electric, plumbing (unused concession stand)



Note: In the past, this area was utilized for youth soccer and baseball. Youth sports in Sayler Park are still an area of opportunity, but with the nationwide decline in youth sport participation, we are seeking greater community utilization of this space. Sayler Park has 3 baseball fields in addition to those highlighted in the 'area of opportunity'.



Sayler Park Hillside Athletic Fields
Proposed Phase 2: Community Utilization through CBR Request



Sayler Park Hillside Athletic Fields

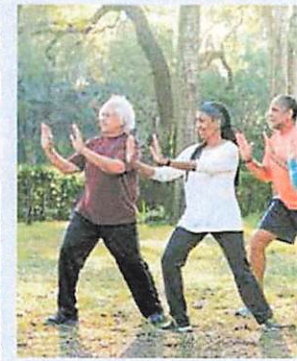
Proposed Phase 2: Community Utilization through CBR Request



Walking path lined with fruit and native hardwood trees enhances our pedestrian friendly neighborhood and offers opportunity for outdoor recreation



Community education on tree care



Opportunity for outdoors fitness classes



Pickleball courts to attract players from the neighborhood and around the city. Enhances the indoors pickleball program currently hosted at our CRC



Tree ID tags include QR codes that link to digital content created by Sayler Park School classes as part of their Project Based Learning



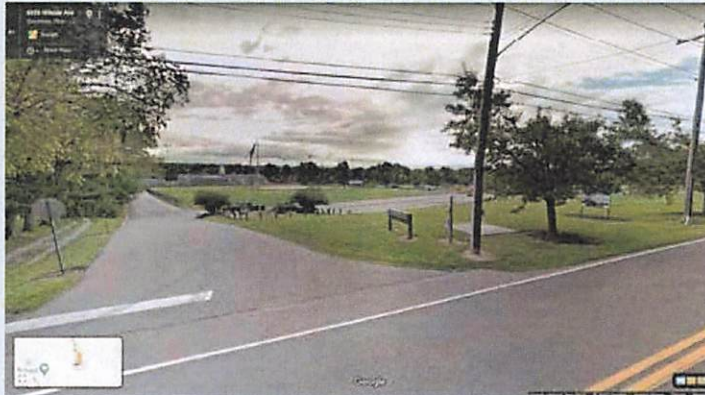
Neighborhood gathering place and picnic grounds



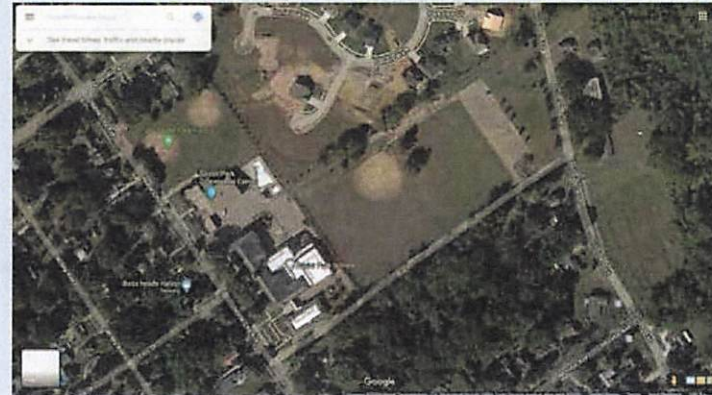
'Adopt a tree' program for fundraising and tree care

Sayler Park Hillside Athletic Fields
Proposed Phase 2: Community Utilization through CBR Request

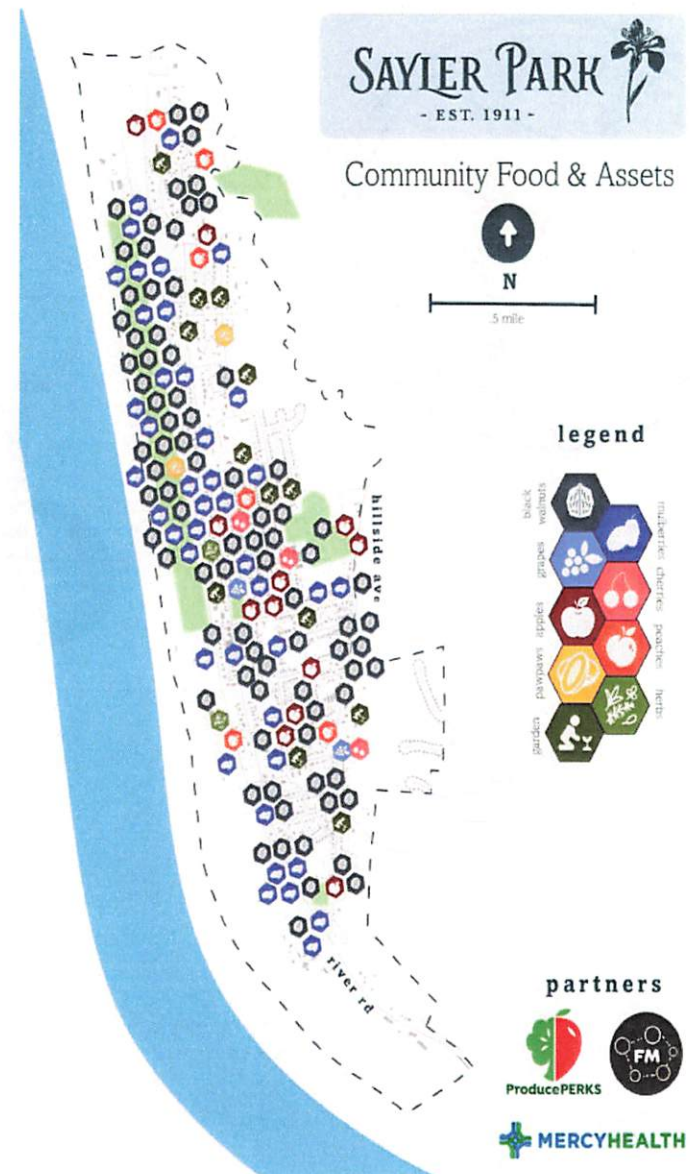
Addendum: Current images



View from Hillside Ave, Sayler Park School is at the far end of the field



Satellite View



SP



SAYLIER PARK



-PLAN 2021-



Centered on the philosophy that the success of the school and the success of the neighborhood are inextricably linked, the **Community Learning Center Institute (CLCI)** leads the ongoing engagement in the Greater Cincinnati Region in the development of all schools as community learning centers, with the mission to optimize the conditions for learning and catalyze the revitalization of the neighborhood.

<http://www.clcinstitute.org/>



APPROVED BY

Sayler Park Village Council | 10.07.2019

City of Cincinnati Planning Commission | 0.00.0000

City of Cincinnati City Council | 0.00.0000



Sayler Park Village Council
P.O. Box 33178
Cincinnati, Ohio 45233

October 7, 2019

Sayler Park is a place where people find reasons to come together. Holiday celebrations with friends old and new, events supporting our schools, festivals in our parks, worship and celebration in our churches – these gatherings are the things that make our neighborhood a true community. So it seems fitting that we've come together once again to recognize and celebrate Sayler Park for all that is, and to plan for our future together.

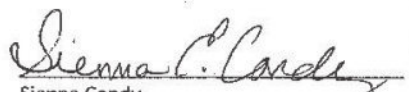
The plans outlined in this booklet represent hours of hard work on the part of many dedicated community members. All who participated have offered their knowledge, passion, time, and talents to planning a future for Sayler Park that is worth looking forward to. This planning process has informed committed teams who are continuing the work of caring for and enhancing our beloved neighborhood.

The process of creating this plan has been a unique experience for our neighbors, but the continued teamwork that will see it through is a long-standing tradition in Sayler Park. Together, we'll create change that honors Sayler Park's history and improves life for those who choose to call this great place home. Thank you for joining us on this journey.

Sincerely,


Jackie Litchfield-Apted
Sayler Park Village Council President
SP Plan Steering Committee Member


Donna Holtman
SP Plan Steering Committee Member


Sienna Condry
SP Plan Steering Committee Member


Jen Langdon
Sayler Park Village Council Vice President
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Lori Dierig, SP Secures Safety & Nuisance Abatement

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Cincinnati Neighborhood Business Districts United
Cincinnati Public Schools
Cincinnati Recreation Commission
City of Cincinnati Chief Advocacy Officer for Aging & Accessibility
City of Cincinnati Council Members & Staff
City of Cincinnati Department of Buildings & Inspections
City of Cincinnati Department of City Planning
City of Cincinnati Department of Community & Economic Development
City of Cincinnati Department of Law
City of Cincinnati Department of Public Services
City of Cincinnati Department of Transportation & Engineering
City of Cincinnati Fire Department
City of Cincinnati Police Department
Community Learning Center Institute
Greater Cincinnati Water Works
Mercy School Based Health Center
Mount St. Joseph University
The Port
River-West
Sayler Park Businesses
Sayler Park Community Learning Center
Sayler Park Historical Society
Sayler Park Plan Implementation Teams
Sayler Park Plan Steering Committee
Sayler Park Residents
Sayler Park Village Council
Sayler Park Village Council Business District Committee
University of Cincinnati School of Planning

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OVERVIEW

Annexed by the City of Cincinnati in 1911, the historic riverfront community of Saylor Park is embarking on its first ever neighborhood plan. The following chapters provide context for Saylor Park, as well as an overview of the community engagement process undertaken for this Plan. This deep-dive process, which started in May of 2017 and engaged over 168 residents, business owners, local leaders and city-wide stakeholders, as well as all students and staff at Saylor Park School, resulted in the 8 key initiative areas shown below. These initiatives provide a clear vision for the future of the neighborhood, as well as lay the foundation for the goals and strategies enumerated in later chapters. Acting as a blueprint for future development, the Saylor Park Plan has already resulted in an estimated \$1.5 Million in committed investment and anticipates Saylor Park to be an attractive, premier riverfront neighborhood for years to come.



SAYLER PARK CONNECTS: TRAFFIC + PEDESTRIAN SAFETY

Saylor Park strives to be an accessible and pedestrian-oriented neighborhood that connects people through a safe and maintainable multi-modal transportation system by embracing innovative technologies and designing with the end-user in mind.



SAYLER PARK CONSERVES: GREEN + PUBLIC SPACES

Saylor Park is a recognized leader and ambassador of green living for the region, which fosters community-driven stewardship through the promotion and implementation of earth-first practices.



SAYLER PARK GROWS: BUSINESS + ECONOMIC DEVELOPMENT

Saylor Park hosts a vital family-oriented marketplace that helps the neighborhood thrive and grow.



SAYLER PARK LEARNS: EDUCATION + YOUTH

Sayler Park is an educated community that values life-long learning, resulting in empowered and engaged citizens that invest back into the community.



SAYLER PARK PRESERVES: HISTORIC PRESERVATION

Sayler Park is a celebrated neighborhood through thoughtful preservation of its rich assets, architecture and history.



SAYLER PARK PROMOTES: COMMUNICATIONS + MARKETING

Sayler Park is a recognized neighborhood with a cohesive communications strategy that incorporates a strong neighborhood brand.



SAYLER PARK PROVIDES: HOUSING + AGING IN PLACE

Sayler Park is a great place to live for all ages.



SAYLER PARK SECURES: SAFETY + NUISANCE ABATEMENT

Sayler Park is a safe neighborhood with proactive, vigilant and caring residents.

HISTORY + RELEVANT PLANS

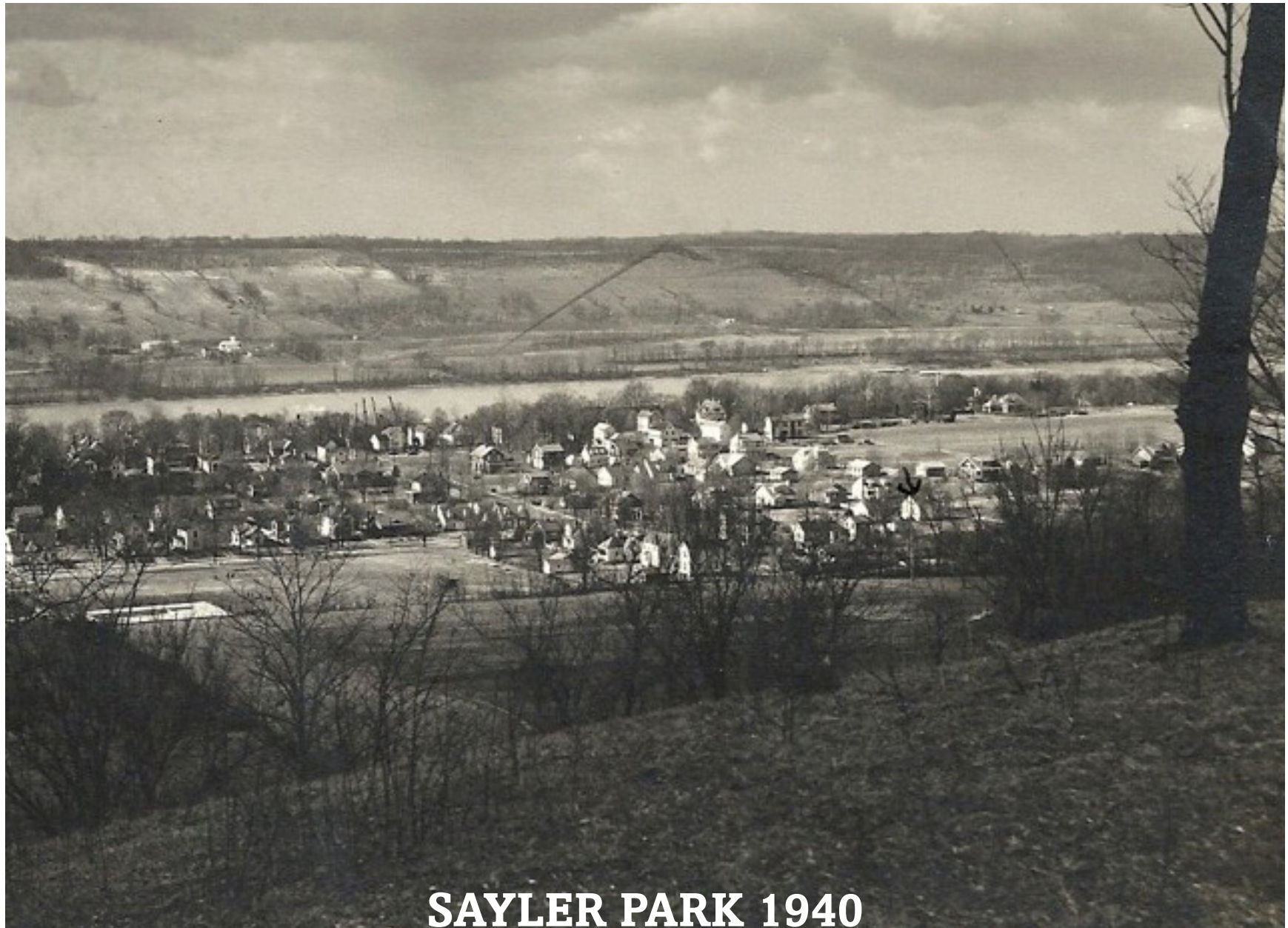
In 1794, Daniel Gano arrived to where we now refer as Sayler Park, Cincinnati, Ohio. Since his arrival centuries ago, the neighborhood has built a tremendous reputation for being resilient, dedicated to preserving its history, environment and community. From its ancient Native American burial grounds and architecture to its expansive greenspace and parklands, Sayler Park is a gem in Cincinnati's boundaries. Nelson Sayler, the first mayor of what was then called Home City, fought to keep the town green and is accredited for saving the 140-year-old Sycamore tree located in the center of Nelson Sayler Park in the neighborhood's business district.

During this same time period, Joshua Carter - a renowned architect and business owner - built the historic Parkland Theater, as well as several historical homes still prominent in the neighborhood and the town's train station. The Theater, the oldest in the City of Cincinnati, once housed a bank, venue space, ice cream parlor, tavern and apartments. Renovated in 2012, it now is the central movie theater for the neighborhood and much of the west side.

In 1911, townships Fernbank, Home City and Delhi were annexed and Sayler Park officially became part of the City of Cincinnati. Abutting the Ohio River on the West side of the City, Sayler Park, holding deep roots in the riverfront and industry, embraced the building of Nokomis Avenue (now River Road) in 1955. During this same time period, Home City Ice, Kroger and several other businesses would call Sayler Park home.

While the neighborhood was experiencing great development, it was not without challenges, particularly unfortunate weather events. In 1937, Sayler Park experienced a tremendous flood that damaged several properties throughout the neighborhood. In 1947, the Hillside Bridge collapsed. A few decades later, Sayler Park was hit by the notorious 1974 tornado, which destroyed 69 houses, damaged over 100 properties and killed approximated 700 trees. The rebuilding of the neighborhood resulted in adding several modern, dense apartment complexes, changing the historic fabric of the neighborhood in certain areas.

Turning to the 21st Century, Sayler Park, unlike many other Cincinnati neighborhood's, has been able to hold onto its middle-class. With the renovation of Sayler Park School into Sayler Park Community Learning Center, the neighborhood has seen the addition of the Mercy Health Center and other vital neighborhood resources. Several of its parks have been renovated and Fernbank Park is an asset that attracts people from all over the region. New homes and businesses have been built and the neighborhood is experiencing a steady growth in population, particular of families with young children. With much to celebrate, it is clear that the community of Sayler Park has a rich history and an even brighter future.



SAYLER PARK 1940

RELATED PLANS

In Sayler Park's 225 year history, it has never been through a formal neighborhood planning process. Embracing the opportunity and challenge, Sayler Park's residents and local leaders embarked on this journey starting in Spring of 2017. Utilizing the Community Learning Center Institute and the City of Cincinnati Department of City Planning as facilitators, the community has worked diligently for over three years to engage its residents, business owners, local leaders and stakeholders in the creation of this document. Relying heavily on Plan Cincinnati adopted in 2012 as its guide, this process has helped galvanize the community towards a singular vision and the Sayler Park Plan serves as a blueprint for future development.

PLAN CINCINNATI ALIGNMENT

<p>COMPETE</p> <p>Foster a climate conducive to growth, investment, stability, and opportunity.</p>
<p>CONNECT</p> <p>Develop an efficient multi-modal transportation system that supports neighborhood vitality.</p>
<p>LIVE</p> <p>Build a robust public life. Create a more livable community.</p>
<p>SUSTAIN</p> <p>Become a healthier Cincinnati. Preserve our natural and built environment.</p>
<p>COLLABORATE</p> <p>Work in synergy with the Cincinnati community.</p>



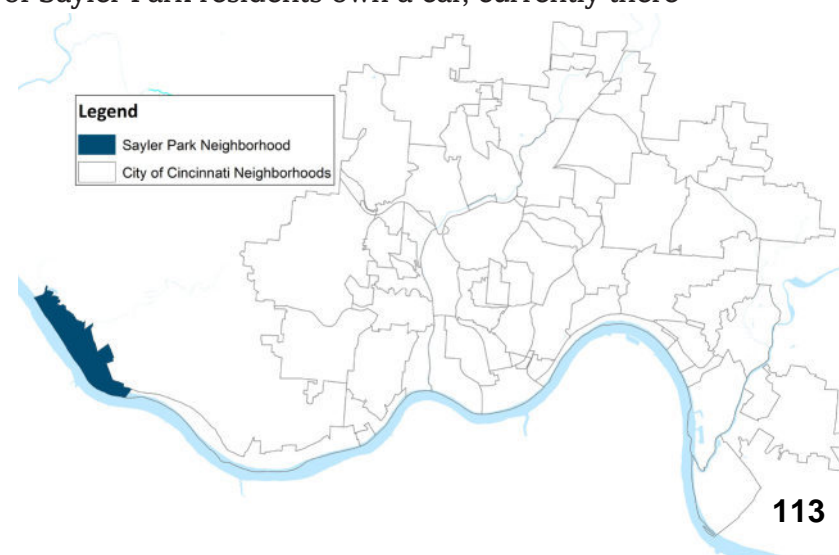
CURRENT CONDITIONS

The neighborhood of Sayler Park is working to retain its middle class and build upon its many assets. A unique riverfront retreat described by residents as family-oriented, safe, beautiful and quiet, Sayler Park sees promising trends when looking at Census Data. While Sayler Park's **population** declined by 468 people from 2000 to 2010, totaling **2,765** people, it has since stabilized and increased according to American Community Survey data released in 2019. Looking to age, in 2010 **36%** of Sayler Park's population was **over the age of 50**. Due to recent developments and neighborhood promotion, young families are starting to move into the neighborhood.

Continuing on, Sayler Park has one of the highest **homeownership** rates in the City, reported by the Census in 2010 to be **68%**. This is five percentage points above the national average and almost thirty percentage points above the City of Cincinnati's average. **Home values** continue to rise, averaging **\$109,900** in 2010, and its **vacancy** rate has held relatively low at **13%**.

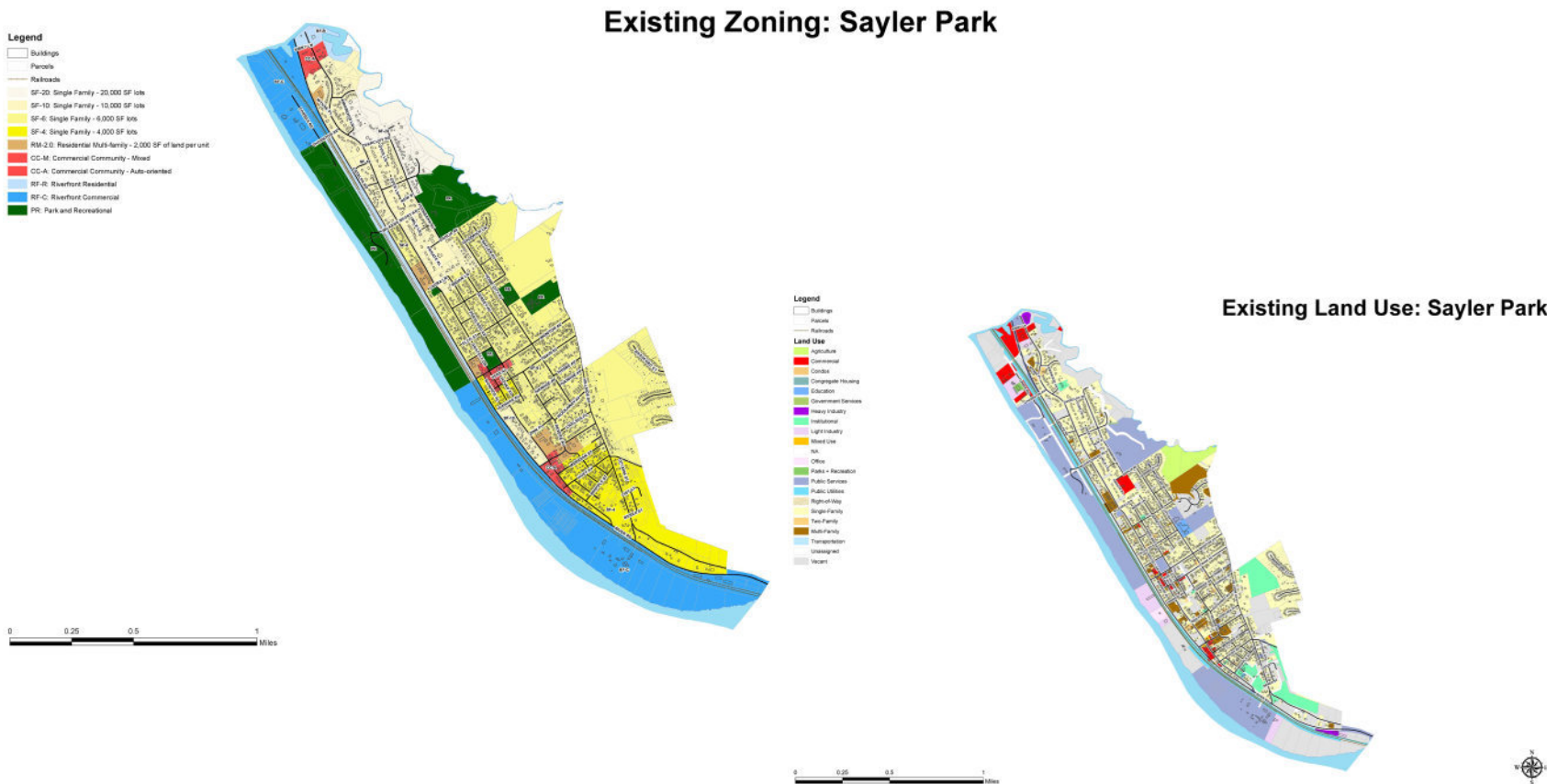
Employment data shows that Sayler Park residents' incomes are rising, with its **median household income** well above Cincinnati's average at **\$56,745**. Furthermore, the neighborhood's poverty rate is one of Cincinnati's **lowest**, reported to be **8.5%** in 2010. It thus follows that the majority of the population has a high school diploma and higher education experience, with this number continuing to increase each year. Sayler Park Community Learning Center, the neighborhood's local public school, has also experience an increase in enrollment since 2012. Furthermore, it consistently outperforms Cincinnati Public Schools overall.

Finally, the City of Cincinnati reports Sayler Park to be an incredibly safe neighborhood, making up only 0.4% of reported incidents in the City. The only area of concern is **vehicle access**. While **88%** of Sayler Park residents own a car, currently there is only one metro route that runs through the neighborhood, making it incredibly hard for those without a vehicle to access other necessary locations. Because of Sayler Park's remote location, public transportation enhancements should be addressed, particularly as the population ages.



CURRENT ZONING + FUTURE LANDUSE

Sayler Park has a strong desire to retain its sense of place through the continuation of single family residential and low density commercial development that promotes walkability, pedestrian safety, recreation, and growth of local businesses. Sayler Park values its small-town feel and takes pride in having a close sense of community. It is recommended that future zoning decisions be guided by the desire for low density, neighborhood centric, development. See below maps displaying Sayler Park's existing zoning code, as well as its existing landuse. See the following page for existing zoning definitions.



SF-20: Allows large-lot single-family housing at very low densities found in suburban residential districts. The minimum lot size is 20,000 square feet.

SF-10: Allows single-family housing at low densities. The minimum lot size is 10,000 square feet.

SF-6: Allows medium-density, single-family housing. The minimum lot size is 6,000 square feet.

SF-4: Allows moderately high density single-family housing. The minimum lot size is 4,000 square feet.

RM-2.0: Intended to provide for a medium density mix of residential housing predominantly duplexes and multi-family on lots that have already been platted. The scale of buildings is generally similar to a large single-family home on a small lot. Where land is assembled, the same scale should be maintained. The minimum land area for every dwelling unit is 2,000 square feet.

CC-M: Intended to provide for a mix of the pedestrian and auto-oriented development. Older, pedestrian-oriented buildings may be intermixed with newer, auto-oriented uses.

CC-A: Intended for areas that provide for easy automobile access. Large buildings are located on the site with parking in front. Lots associated with shopping centers often contain auto-oriented businesses. Performance standards are intended to mitigate the impact of the parking lots and buffer adjacent residential areas.

RF-R: Optimizes the scenic beauty of the riverfront while mixing residential uses into current public and semi-public land uses and to enhance the stability and revitalization of adjoining neighborhoods.

RF-C: Provides sites for commercial and manufacturing uses that require river access, as well as provides a buffer between the high intensity RF-M riverfront industrial and the more mixed-use RF-R areas. Intended to provide needed services for both areas while protecting adjoining residential neighborhoods, public parks and recreation facilities from the effects of more intense commercial and industrial uses.

PR: Preserves, protects and enhances a system of public parks, parkways, greenspace, recreation areas, natural and scenic areas, and protects sensitive natural resource areas.

THE PROCESS



Bringing together neighborhood residents, business owners, various stakeholders, Sayler Park students, staff and partners, the Sayler Park planning process began in Spring of 2017. Structured as a series of engagement workshops focused on asset based planning, the community gathered together under Sayler Park Community Learning Center's roof to express their hopes and dreams, while formulating their vision for the future of the neighborhood. Over a series of formal and informal meetings, an estimated 168 people participated in the creation of this Plan.

Using inquiry based mapping, Sayler Park's vision was further clarified by identifying assets, places frequently visited, places avoided, and where there is opportunity for further development. From there, the community prioritized initiatives, goals and implementation strategies that aim to build upon the neighborhood's many existing strengths. After initiatives and goals were identified, implementation teams were set up to put the plan into action. These implementation teams work under the Sayler Park Plan Steering Committee, pushing forward strategies outlined in future chapters of this Plan. Overall, these implementation teams have been key to the Plan's success, as not only have they kept momentum among participants by regularly sharing updates and wins, this strategy also allows for continued engagement and feedback as the Plan progresses.

The following pages describe the engagement process, as well as the community's vision, initiatives and goals in detail. From there, implementation strategies aligned to neighborhood feedback are explored.

At the first kickoff meeting, participants were introduced to the purpose of the planning process and the history of the neighborhood. Current demographic trends and other relevant information were shared, such as employment and housing statistics. After reviewing baseline information, residents engaged in an inquiry based mapping activity, the exercise of which can be found in the appendix of this Plan. Breaking the room into several groups, each with a large map of Sayler Park, the facilitator guided the room into answering four key questions:

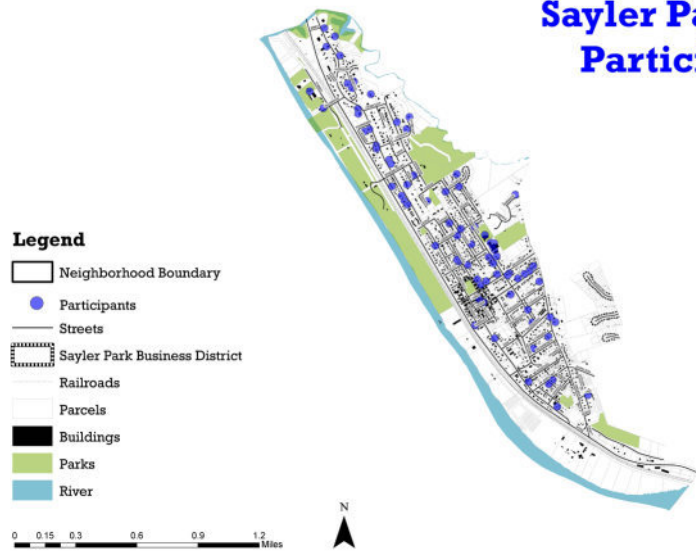
1. Where in Sayler Park do you work and/or live?
2. What places in Sayler Park do you visit often?
3. What places in Sayler Park do you avoid visiting? and,
4. Where in Sayler Park do you see opportunities for future development?

The purpose of this activity was to gather as much initial feedback as possible from participants in order to begin to formulate the neighborhood's vision, initiatives, goals and priorities.

After gathering all the maps and digitizing the feedback provided, assets, trends and themes could be shown. The following pages detail direct feedback given by the community and culminate into the Action Plan detailed in the following chapter.

mapping results

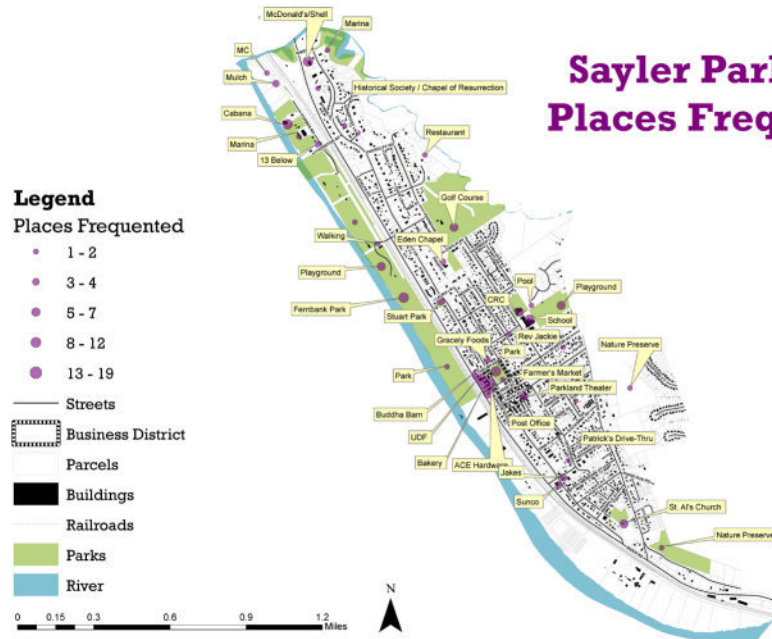
Sayler Park Plan Participants



Starting with strengths and assets, participants identified the very best of Sayler Park by marking places frequented. Listing a variety of neighborhood assets, from outdoor recreation areas to its school, as well as a variety of retail shops and churches, Sayler Park residents value their public amenities, history and small-town character, as can be seen in the map at the bottom of this page.

Also asked were places avoided (not shown). Take away themes included concerns regarding vacancy, blight, pedestrian safety issues, such as unsafe intersections and rocky sidewalks, as well as crime hot spots and unkempt apartments.

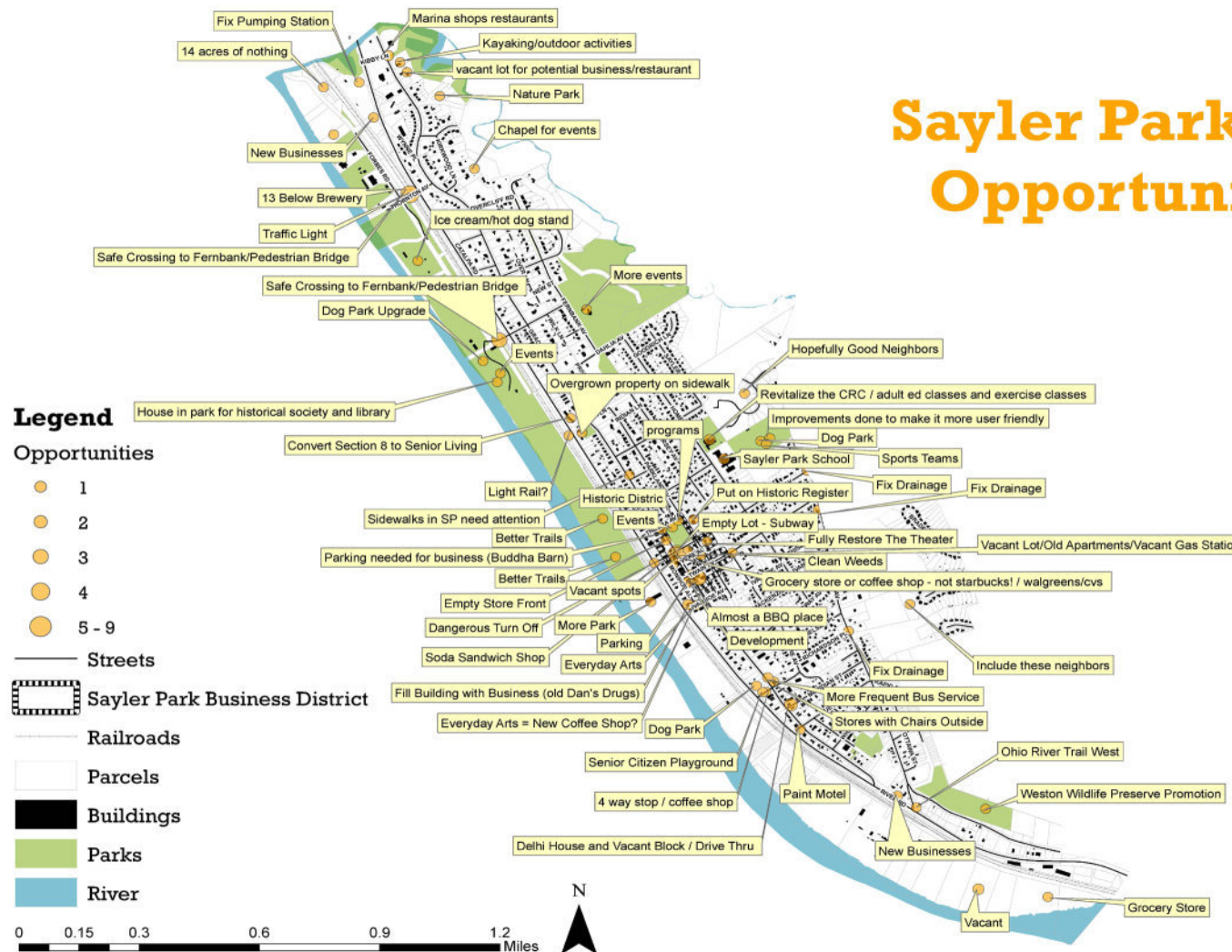
Sayler Park Plan Places Frequented



Finally, residents were asked where they see opportunity for future development in their neighborhood, seen on the map to the right of this page. From pedestrian safety and parking improvements, to more local restaurants and recreation areas, residents have many ideas on how to make Sayler Park a family-friendly destination neighborhood.

mapping results continued...

Sayler Park Plan Opportunities



Utilizing this feedback, common themes and trends were then identified in order to come up with the initiatives, goals and strategies that are the basis for the Sayler Park Plan. The following pages review each initiative in more detail, as well as enumerate goals and strategies identified by the community.

VISION

After digitizing participants' maps and identifying themes and trends, the following eight initiatives were identified by participants:

- 1. SAYLER PARK CONNECTS:** SAYLER PARK STRIVES TO BE AN ACCESSIBLE AND PEDESTRIAN-ORIENTED NEIGHBORHOOD THAT CONNECTS PEOPLE THROUGH A SAFE AND MAINTAINABLE MULTI-MODAL TRANSPORTATION SYSTEM BY EMBRACING INNOVATIVE TECHNOLOGIES AND DESIGNING WITH THE END-USER IN MIND.
- 2. SAYLER PARK CONSERVES:** SAYLER PARK IS A RECOGNIZED LEADER AND AMBASSADOR OF GREEN LIVING FOR THE REGION, WHICH FOSTERS COMMUNITY-DRIVEN STEWARDSHIP THROUGH THE PROMOTION AND IMPLEMENTATION OF EARTH-FIRST PRACTICES.
- 3. SAYLER PARK GROWS:** SAYLER PARK HOSTS A VITAL FAMILY-ORIENTED MARKETPLACE THAT HELPS THE NEIGHBORHOOD THRIVE AND GROW.
- 4. SAYLER PARK LEARNS:** SAYLER PARK IS AN EDUCATED COMMUNITY THAT VALUES LIFE-LONG LEARNING, RESULTING IN EMPOWERED AND ENGAGED CITIZENS THAT INVEST BACK INTO THE COMMUNITY.
- 5. SAYLER PARK PRESERVES:** SAYLER PARK IS A CELEBRATED NEIGHBORHOOD THROUGH THOUGHTFUL PRESERVATION OF ITS RICH ASSETS, ARCHITECTURE AND HISTORY.
- 6. SAYLER PARK PROMOTES:** SAYLER PARK IS A RECOGNIZED NEIGHBORHOOD WITH A COHESIVE COMMUNICATIONS STRATEGY THAT INCORPORATES A STRONG NEIGHBORHOOD BRAND.
- 7. SAYLER PARK PROVIDES:** SAYLER PARK IS A GREAT PLACE TO LIVE FOR ALL AGES.
- 8. SAYLER PARK SECURES:** SAYLER PARK IS A SAFE NEIGHBORHOOD WITH PROACTIVE, VIGILANT AND CARING RESIDENTS.

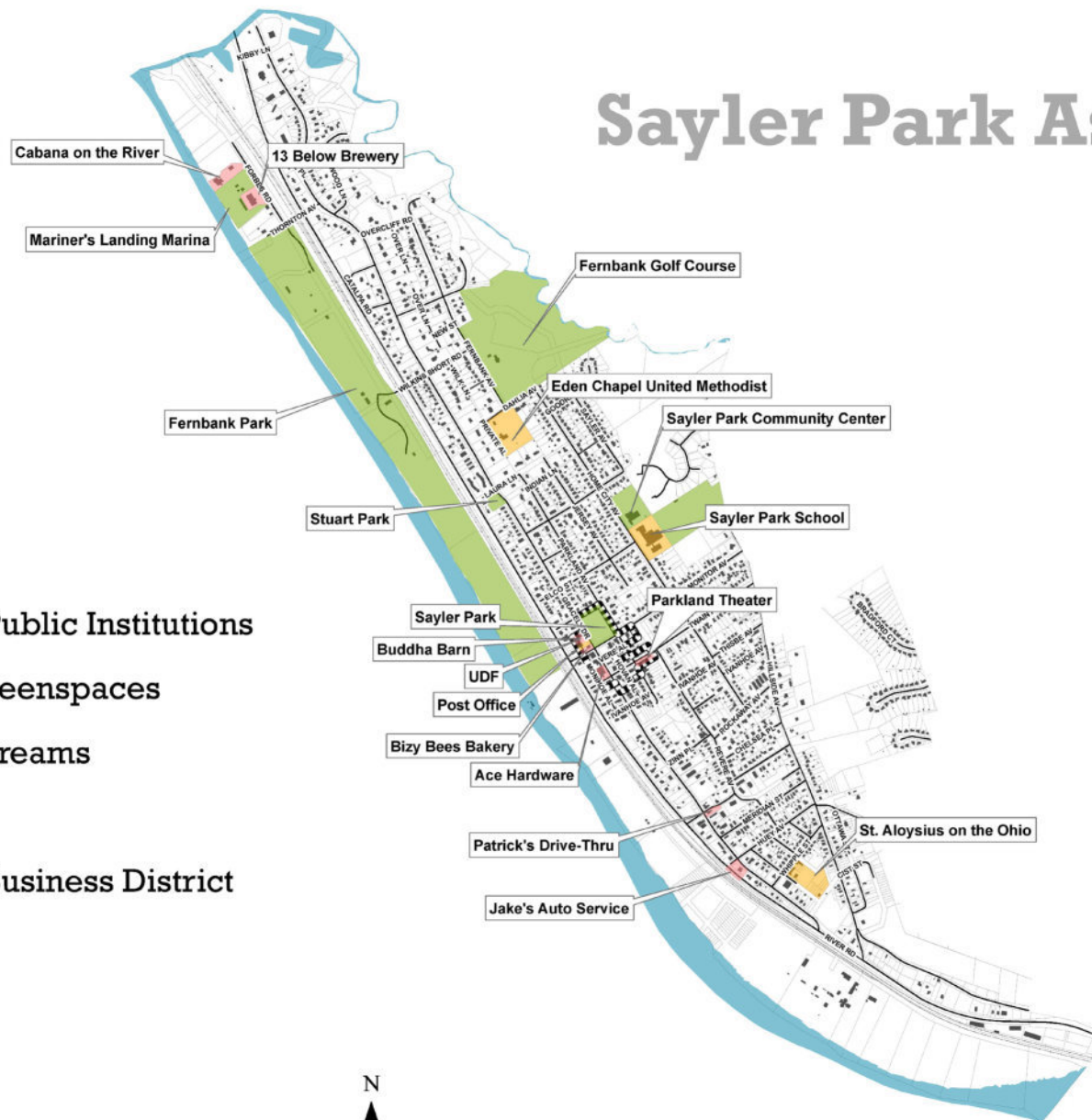
The following pages review each initiative in more detail, as well as enumerate goals, strategies, potential partnerships and resources identified by the community.

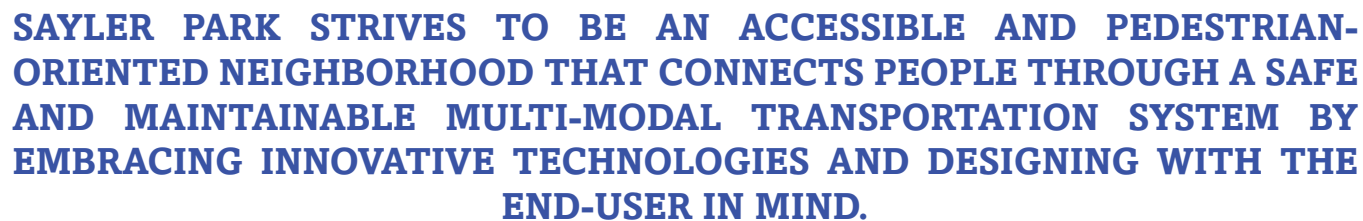
Sayler Park Assets Map

Legend

- Businesses
- Religious & Public Institutions
- Parks and Greenspaces
- Rivers and Streams
- Buildings
- Sayler Park Business District
- Parcels
- Streets
- Railroads

0 0.15 0.3 0.6 0.9 1.2 Miles





Sayler Park Connects began with the vision to create a neighborhood that strives to be accessible and pedestrian-oriented, connecting people through safe and maintainable methods of transportation that increases quality of life through choice. We embrace innovative technologies designing with the neighborhood consumer in mind. The Sayler Park Transportation + Pedestrian Safety Implementation Team (SP Connects) was formed to realize this goal. SP Connects consists of a group of residents, local leaders and stakeholders, including staff from the City of Cincinnati Department of Transportation and Engineering, that set forth multiple goals as it relates to the connectivity of its streets and safety of its users. SP Connects will be the lead body working to push forward the following goals and strategies, all of which are aligned to the Sayler Park community's feedback during the Sayler Park Plan engagement process.

GOAL 1: DESIGN AND IMPLEMENT A SAFE AND INTEGRATED PEDESTRIAN AND BI-CYCLE NETWORK.

Strategies include, but are not limited to: Providing protected and accessible passage to Fernbank Park; Identifying, repairing and maintaining sidewalks and curbs throughout the neighborhood; and, Documenting and prioritizing unsafe traffic patterns. Partnerships for this work should include City of Cincinnati Department of City Planning, City of Cincinnati Department of Traffic and Engineering, City of Cincinnati Parks Board, Hamilton County Parks Department, Ohio River Trail West Working Group and Sayler Park Village Council.

GOAL 2: PROVIDE MORE EFFICIENT AND CONNECTIVE TRANSIT OPTIONS.

Strategies include, but are not limited to: Coordinating with the Southwest Ohio Regional Transit Authority to expand bus services to Delhi, Western Hills, and The Mount; and, Exploring opportunities to locate a Park and Ride within the Sayler Park neighborhood. Partnerships for this work should include Cincinnati METRO, City of Cincinnati Department of Transportation and Engineering, The Mount, OKI Regional Council of Governments, Sayler Park Village Council, Southwest Ohio Regional Transit Authority and adjacent neighborhoods, such as Delhi and Western Hills.

GOAL 3: DECREASE THE AMOUNTS OF WEEDS, LITTER, AND BLIGHT ON STREETS AND SIDEWALKS IN THE NEIGHBORHOOD.

Strategies include, but are not limited to: Coordinating with the City of Cincinnati's Public Services Department to better control and maintain weed and litter issues on streets and sidewalks; and, Creating and implementing a beautification plan along Route 50. Partnerships for this work should include City of Cincinnati Department of Public Services, City of Cincinnati Parks Board, Hamilton County Parks Department, Sayler Park Village Council and the Sayler Park Village Council Business District Committee.

Other partnerships might include Community Learning Center Institute, CSX, SP Conserves: Green + Public Spaces Implementation Team and Sayler Park Community Learning Center. Potential resources could include City of Cincinnati grants, such as the Congestion, Mitigation and Air Quality Grant and MPO grants, as well as the Fix-it-Cincy mobile app.



<p>COMPETE Foster a climate conducive to growth, investment, stability, and opportunity.</p>	PLAN CINCINNATI ALIGNMENT
<p>CONNECT Develop an efficient multi-modal transportation system that supports neighborhood vitality.</p>	
<p>LIVE Build a robust public life. Create a more livable community.</p>	
<p>SUSTAIN Become a healthier Cincinnati. Preserve our natural and built environment.</p>	
<p>COLLABORATE Work in synergy with the Cincinnati community.</p>	

SAYLER PARK CONSERVES: GREEN + PUBLIC SPACES



SAYLER PARK IS A RECOGNIZED LEADER AND AMBASSADOR OF GREEN LIVING FOR THE REGION, WHICH FOSTERS COMMUNITY-DRIVEN STEWARDSHIP THROUGH THE PROMOTION AND IMPLEMENTATION OF EARTH-FIRST PRACTICES.



With the vision to create a Sayler Park that is a recognized leader and ambassador of green living for the region, which fosters community-driven stewardship through the promotion and implementation of Earth-first practices, the Sayler Park Conserves: Green + Public Spaces Implementation Team (SP Conserves) was formed. SP Conserves consists of a group of residents, local leaders and stakeholders that set forth multiple goals related to the preservation and sustainability of Sayler Park's green resources. SP Conserves will be the lead body working to push forward the following goals and strategies, all of which are aligned to the Sayler Park community's feedback during the Sayler Park Plan engagement process.

GOAL 1: SUSTAIN AND EXPAND SAYLER PARK'S CURRENT, LOCAL GREEN INITIA-

TIVES: Strategies include, but are not limited to: Promoting and celebrating Sayler Park's green heritage through a coordinated communication strategy; and, Utilizing community experts to train Sayler Park youth and residents to enhance green and public spaces. Partnerships for this work should include Fernbank Garden Club, Paper Street Community Farm, Sayler Park Farmer's Market, Sayler Park Harvest Festival, Sayler Park Promotes Implementation Team, Sayler Park Recreation Center, Sayler Park Community Learning Center, Sayler Park Sustains Festival, Sayler Park Village Council and Western Wildlife Corridor.

GOAL 2: CONSERVE AND ENHANCE SAYLER PARK'S GREEN AND PUBLIC SPACES.

Strategies include, but are not limited to: Preserving the Muddy Creek Corridor; Creating an arborist fund; Utilizing vacant lots to develop green and public space additions; Promoting pedestrian-oriented infrastructure connecting people to green places; and, Advocating for recycling bins in Sayler Park's high-traffic areas. Partnerships for this work should include City of Cincinnati Department of City Planning, City of Cincinnati Department of Public Services, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Office of Environment and Sustainability, City of Cincinnati Parks Board, Ohio River Trail West Working Group, Sayler Park Connects Implementation Team and Western Wildlife Corridor.

GOAL 3: EDUCATE SAYLER PARK RESIDENTS IN GREEN LIVING PRACTICES.

Strategies include, but are not limited to: Holding informative workshops that teach applicable green living practices; Tagging native trees; Creating and sharing Sayler Park green asset map; and Providing information on green resources to Sayler Park homeowners. Partnerships for this work should include Cincinnati Department of City Planning, City of Cincinnati Parks Board, Sayler Park Village Council and Western Wildlife Corridor.

Other partnerships might include Cincinnati Nature Center, Cincinnati Public Library, Cincinnati Zoo, City of Cincinnati Recreation Commission, Civic Garden Center, Communities United for Action, CSX, Genevieve Trail, Green Umbrella, Hamilton County Development Corporation, Hamilton County Parks Department, Interact for Health, Jubilee Farm, Keep Cincinnati Beautiful, Metropolitan Sewer District, Miami Sierra Club, The Mount, Ohio River Basin Alliance, Ohio River Friends, Our Harvest Cooperative, Red Bike, River Trails West, Sayler Park Business District Committee, Sayler Park Historical Society, Urban Appalachian Community Coalition, Urban Blooms and Western Wildlife Corridor. Potential resources could include EPA Village Green, Green School Certification, Main Street America and Tree City.



SAYLER PARK GROWS: BUSINESS + ECONOMIC DEVELOPMENT



**SAYLER PARK HOSTS A VITAL FAMILY-ORIENTED MARKETPLACE
THAT HELPS THE NEIGHBORHOOD THRIVE AND GROW.**



With the vision to create a Sayler Park that hosts a vital family-friendly marketplace that helps the neighborhood thrive and grow, the Sayler Park Grows: Business + Economic Development Implementation Team (“SP Grows”) was formed. SP Grows consists of a group of residents, business owners and various stakeholders that set forth multiple goals related to the growth and vitality of the neighborhood business environment. SP Grows will be the lead body working to push forward the following goals and strategies, all which align to the Sayler Park community’s feedback during the Sayler Park Plan engagement process.

GOAL 1: TARGET AND ATTRACT SMALL + DESTINATION BUSINESSES TO LOCATE IN SAYLER PARK:

Strategies include, but are not limited to: Encouraging and supporting the addition of local businesses that promote neighborhood self-sufficiency; Evaluating existing on and off-street parking to determine if there is a need for additional parking in the neighborhood business district through a parking study; Rehabilitating aspects of Twain Avenue; Supporting pedestrian and bicycle infrastructure to support new business growth; Conducting a walkability study; and finally, Targeting, stabilizing and cleaning vacant commercial buildings and lots. Partnerships for this work should include City of Cincinnati Department of Community and Economic Development, City of Cincinnati Department of Traffic and Engineering, Sayler Park Secures Implementation Team and Sayler Park Village Council Business District Committee.

GOAL 2: SUPPORT AND RETAIN EXISTING BUSINESSES IN THE COMMUNITY:

Strategies include, but are not limited to: Promoting the business district as distinct and attractive; and Collaborating with the Sayler Park Promotes: Communications +Marketing Implementation Team to promote the neighborhood business district. Partnerships for this work should include Cincinnati Neighborhood Business Districts United, City of Cincinnati Department of Community and Economic Development, Sayler Park Promotes Implementation Team and Sayler Park Village Council Business District Committee.

GOAL 3: ENCOURAGE MORE BUSINESS OWNER ENGAGEMENT AND PARTICIPATION:

Strategies include, but are not limited to: Reviewing the pros and cons of establishing a Sayler Park Business District Association; and, Staying in contact with business owners regarding opportunities for them to be involved in the community and to reach their local customer base. Partnerships for this work should include Sayler Park Promotes Implementation Team and Sayler Park Village Council Business District Committee.

Other partnerships might include Community Learning Center Institute, Hamilton County Development Corporation, Urban Fast Forward and Urban Sites. Potential resources could include various City of Cincinnati funding, such as Neighborhood Business District Support Funds (NBDSF) and Neighborhood Business District Improvement Program (NBDIP) funds, both administered by the Department of Community and Economic Development, as well as the Fix-it-Cincy mobile app.



COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

CONNECT

Develop an efficient multi-modal transportation system that supports neighborhood vitality.

LIVE

Build a robust public life.
Create a more livable community.

SUSTAIN

Become a healthier Cincinnati.
Preserve our natural and built environment.

COLLABORATE

Work in synergy with the Cincinnati community.

SAYLER PARK LEARNS: EDUCATION + YOUTH



SAYLER PARK IS AN EDUCATED COMMUNITY THAT VALUES LIFE-LONG LEARNING, RESULTING IN EMPOWERED AND ENGAGED CITIZENS THAT INVEST BACK INTO THE COMMUNITY.



With the vision for Sayler Park to be an educated community that values life-long learning, resulting in empowered and engaged citizens that invest back into the neighborhood, the Sayler Park Learns: Education + Youth Implementation Team (SP Learns) was formed. SP Learns consists of a group of residents, parents, educators, local leaders and various stakeholders that set forth multiple goals as it relates to students' ability to succeed in the classroom and beyond. SP Learns will be the lead body working to push forward the following goals and strategies, all which align to the Sayler Park community's feedback during the Sayler Park Plan engagement process.

GOAL 1: SAYLER PARK COMMUNITY LEARNING CENTER WILL BE AN OUTSTANDING SCHOOL THAT ATTRACTS YOUNG FAMILIES TO THE NEIGHBORHOOD AND SERVES AS A HUB CONNECTING THE SCHOOL AND THE COMMUNITY.

Strategies include, but are not limited to: Redeveloping Sayler Park's academic program to extend beyond the classroom walls and engage students with experiential learning rooted in the Sayler Park community and aligned to its priorities; Extending Sayler Park Community Learning Center to include high quality early childhood education; Extending Sayler Park Community Learning Center to connect to a quality high school program; Continuing to expand extended day and year-round enrichment for children, parents and community members; and Engaging families and community in promoting Sayler Park to attract new families and reinforce the community learning center as the anchor of a connected, vibrant neighborhood. Partnerships for this work should include Cincinnati Public Schools, Community Learning Center Institute, Sayler Park Community Learning Center and Sayler Park Promotes.

GOAL 2: DEVELOP ROBUST ADULT CONTINUING EDUCATION AND ENRICHMENT PROGRAMMING LEAD BY LOCAL COMMUNITY EXPERTS.

Strategies include, but are not limited to: Engaging community experts to offer evening and weekend classes for adults; and, Hosting community educational, cultural, civic and other events to enrich the quality of life for the neighborhood. Partnerships for this work should include Community Learning Center Institute, Sayler Park Recreation Center, Sayler Park Community Learning Center and Sayler Park Village Council.

Other partnerships might include Beech Acres, Coast Guard, Cincinnati Children's Hospital, Cincinnati Early Learning Center, Cincinnati Library, Cincinnati Zoo, City of Cincinnati, City of Cincinnati Parks Board, City of Cincinnati Recreation Commission, Foundation for Ohio River Education, Hamilton County Redevelopment Authority, INEOS, Mad Cap, Mercy Hospital, The Mount, Osher Life-Long Learning Center, Paper Street Community Farm, Proctor and Gamble, Santa Maria Home Visitation Program, Sayler Park Fernbank Garden Club, Sayler Park Historical Society, Shakespeare in the Park and all SP Plan Implemen-

tation Teams. Potential resources could include 3-PhD, Edutopia, High Tech High, Place Based Learning in Ohio, Vision 2020 and Yellow Springs Project Based Learning.

COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

LIVE

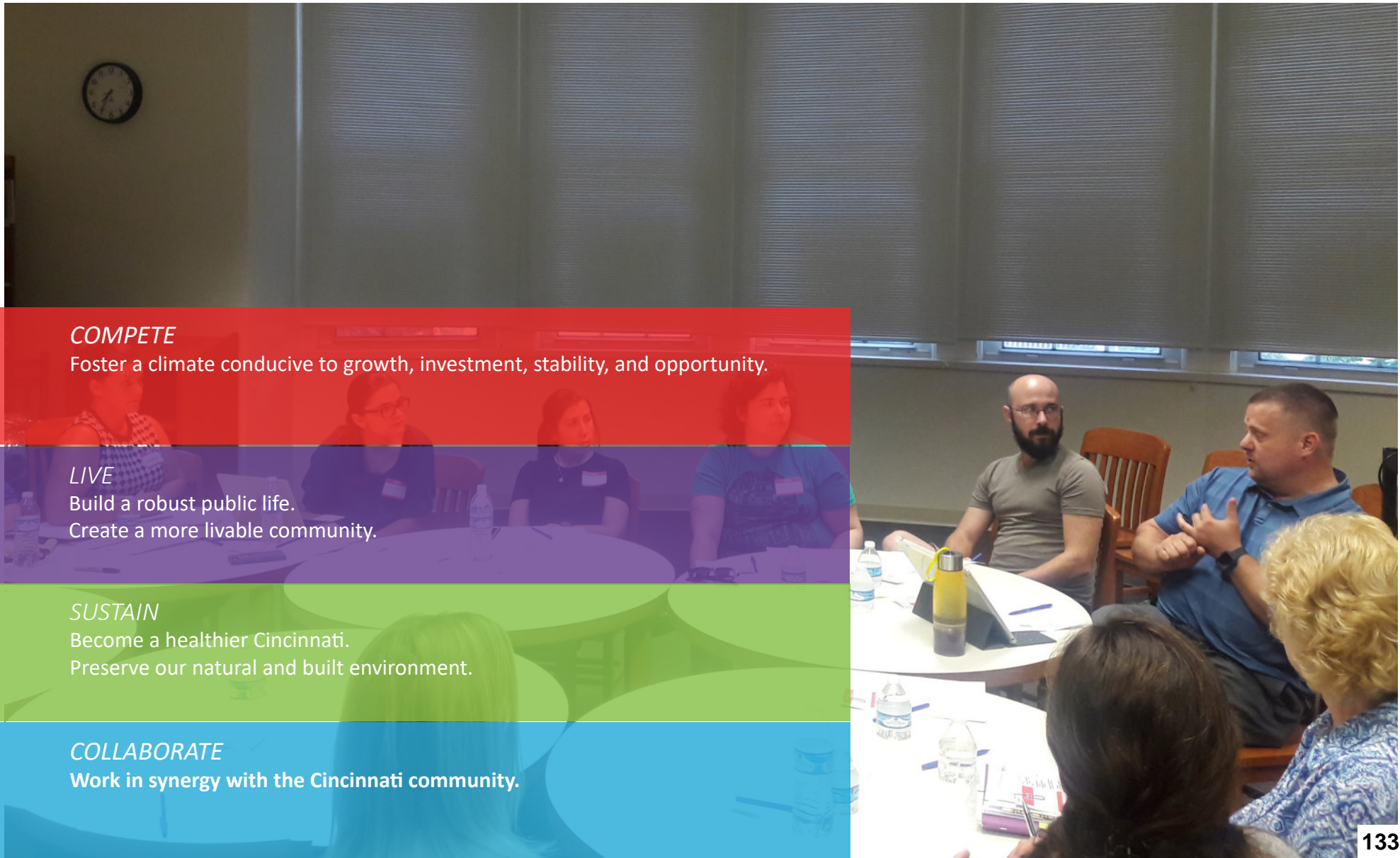
Build a robust public life.
Create a more livable community.

SUSTAIN

Become a healthier Cincinnati.
Preserve our natural and built environment.

COLLABORATE

Work in synergy with the Cincinnati community.



SAYLER PARK PRESERVES: HISTORIC PRESERVATION



**SAYLER PARK IS A CELEBRATED NEIGHBORHOOD THROUGH
THOUGHTFUL PRESERVATION OF ITS RICH ASSETS, ARCHITECTURE AND
HISTORY.**



With the vision for Sayler Park to be a celebrated neighborhood through thoughtful preservation of its rich assets, architecture and history, the Sayler Park Preserves: Historic Preservation Implementation Team (SP Preserves) was formed. SP Preserves consists of a group of residents, local experts and various stakeholders that set forth multiple goals as it relates to the preservation of the Sayler Park neighborhood. SP Preserves will be the lead body working to push forward the following goals and strategies, all which align to the Sayler Park community's feedback during the Sayler Park Plan engagement process.

GOAL 1: PRESERVE THE HISTORIC FABRIC OF THE NEIGHBORHOOD. Strategies include, but are not limited to: Coordinating with local experts and various stakeholders to conduct a historical survey in the neighborhood, utilizing past survey efforts; Working with the City of Cincinnati Buildings and Inspections Department's Urban Conservator to nominate eligible individual properties to the national register; Investigate designating a national register historic district for a portion or portions of the Sayler Park neighborhood; and, Promoting infill development. Partnerships for this work should include City of Cincinnati Buildings and Inspections Department, City of Cincinnati Department of City Planning, Sayler Park Grows Implementation Team, Sayler Park Historical Society, Sayler Park Provides Implementation Team, Sayler Park Village Council and Sayler Park Village Council Business District Committee.

GOAL 2: PRESERVE THE HISTORY OF THE NEIGHBORHOOD. Strategies include, but are not limited to: Creating and advertising a walking tour of Sayler Park historic homes using up-to-date technology; Utilizing community experts to preserve history of the Sayler Park neighborhood; and, Installing educational signage to promote historic artifacts in the neighborhood. Partnerships for this work should include City of Cincinnati Department of City Planning, Sayler Park Community Learning Center, Sayler Park Historical Society, Sayler Park Promotes Implementation Team, Sayler Park Provides Implementation Team and Sayler Park Village Council.

Other partnerships might include Cincinnati Preservation Association, The Mount, Ohio History Connection, Ohio Historic Preservation, Partners for Sacred Places, University of Cincinnati and Windshield Tour. Potential resources could include Federal Historic Tax Credits, various City of Cincinnati grants, Historic Homes Plan and State Historic Tax Credits.



PLAN CINCINNATI ALIGNMENT

COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

LIVE

Build a robust public life.
Create a more livable community.

SUSTAIN

Become a healthier Cincinnati.
Preserve our natural and built environment.

COLLABORATE

Work in synergy with the Cincinnati community.

SAYLER PARK PROMOTES: COMMUNICATIONS + MARKETING



SAYLER PARK IS A RECOGNIZED NEIGHBORHOOD WITH A COHESIVE COMMUNICATIONS STRATEGY THAT INCORPORATES A STRONG NEIGHBORHOOD BRAND.



With the vision of Sayler Park being a recognized neighborhood with a cohesive communications strategy that incorporates a strong neighborhood brand, the Sayler Park Promotes: Communications + Marketing Implementation Team (“SP Promotes”) was formed. SP Promotes consists of a group of residents, local artists + designers and various stakeholders that set forth goals as it relates to the branding and identity of the neighborhood, all aligned to the Sayler Park community’s feedback during the Sayler Park Plan engagement process. SP Promotes will be the lead body working to push forward the following goals and strategies:

GOAL 1: SAYLER PARK ATTRACTS AND RETAINS FAMILIES THROUGH INCREASED MARKETING AND VISIBILITY. Strategies include, but are not limited to, utilizing community experts to develop a brand that captures Sayler Park’s identity, as well as add appropriate signage in high traffic areas. Partners for this work should include a local creative advisory team, the City of Cincinnati Department of Community and Economic Development, the City of Cincinnati Department of Transportation and Engineering, and the Sayler Park Village Council Business District Committee.

GOAL 2: SAYLER PARK RESIDENTS ARE INFORMED AND ENGAGED IN LOCAL ISSUES AND EVENTS. Strategies include, but are not limited to, appointing a communications director and support team to work under the Sayler Park Village Council, enhancing social media communications, and writing and circulating stories that celebrate and promote Sayler Park to the City of Cincinnati and nearby neighborhoods on a regular basis. Partnerships for this work should include Sayler Park Village Council.

Other partnerships might include Cincinnati Neighborhoods Business Districts United, Community Learning Center Institute and Hamilton County Development Corporation. Potential resources could include various City of Cincinnati funding, such as

Neighborhood Business District Improvement Program (NBDIP) funds administered by the Department of Community and Economic Development, as well as Main Street Grant funds.

COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

LIVE

Build a robust public life.
Create a more livable community.

COLLABORATE

Work in synergy with the Cincinnati community.



SAYLER PARK PROVIDES: HOUSING + AGING IN PLACE



SAYLER PARK IS A GREAT PLACE TO LIVE FOR ALL AGES.



With the vision of Sayler Park being a great place to live for all ages, the Sayler Park Provides: Housing + Aging in Place Implementation Team (“SP Provides”) was formed. SP Provides consists of a group of residents and various stakeholders that set forth goals as it relates to increasing the quality of life for all Sayler Park residents. SP Provides will be the lead body working to push forward the following goals and strategies, all of which align to the Sayler Park community’s feedback during the Sayler Park Plan engagement process.

GOAL 1: SAYLER PARK IS ACCESSIBLE. Strategies include, but are not limited to: Identifying inaccessible public spaces and creating a plan to correct; Expanding accessible transportation services, including adding covered bus shelters and more frequent access to downtown; and, Expanding Sayler Park recreation center to include a full service gym facility tailored for all ages. Partnerships for this work should include Cincinnati Recreation Commission, City of Cincinnati Chief Advocacy Officer for Aging and Accessibility, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Department of City Planning, SP Connects Implementation Team, SP Conserves Implementation Team, SP Grows Implementation Team, Sayler Park Recreation Center, Sayler Park Village Council and Sayler Park Village Council Business District Committee.

GOAL 2: SAYLER PARK PROMOTES AGING-FRIENDLY RESIDENTIAL PROJECTS. Strategies include, but are not limited to: Converting select apartments to senior living; and, Developing efficiency homes. Partnerships for this work should include City of Cincinnati Department of City Planning, City of Cincinnati Department of Community and Economic Development, Sayler Park Secures Implementation Team, Sayler Park senior citizens and Sayler Park Village Council.

GOAL 3: SAYLER PARK EXPANDS HEALTH CARE AND EMERGENCY RELATED SERVICES. Strategies include, but are not limited to: Working with Mercy Health to ensure Sayler Park seniors are utilizing health care services; and, Working with the City of Cincinnati Police Department, particularly District 3, to expand emergency related services in the area, such as welfare checks and brown outs. Partnerships for this work should include City of Cincinnati Fire Department, City of Cincinnati Police Department, Community Learning Center Institute, Mercy School Based Health Center, Sayler Park Community Learning Center, SP Promotes Implementation Team, SP Secures Implementation Team and Sayler Park Village Council.

GOAL 4: SAYLER PARK PROVIDES SUPPORT TO HOMEOWNERS AND SENIOR CITIZENS TO INCREASE QUALITY OF LIFE.

Strategies include, but are not limited to: Utilizing community experts and partners for home improvement projects; Developing a Senior Center with robust programming, resources and continuing education opportunities; and, Developing and implementing a sustainable infrastructure plan with Metropolitan Sewer District. Partnerships for this work should include Cincinnati Recreation Commission, City of Cincinnati, Community Learning Center Institute, Greater Cincinnati Water Works, Hamilton County, Metropolitan Sewer District, Saylor Park Community Learning Center, SP Learns Implementation Team, Saylor Park Recreation Commission and Saylor Park Village Council.

Other partnerships might include Communities United for Action, Habitat for Humanity, People Working Cooperatively, Sun City Homes and various faith-based groups and local tradesmen. Potential resources could include Federal and State Historic Tax Credits, Greater Cincinnati Water Works Enhanced Lead Program, Housing and Urban Development grants, as well as Senior Citizen Center grants.

COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

CONNECT

Develop an efficient multi-modal transportation system that supports neighborhood vitality.

LIVE

Build a robust public life.
Create a more livable community.

SUSTAIN

Become a healthier Cincinnati.
Preserve our natural and built environment.

COLLABORATE

Work in synergy with the Cincinnati community.

SAYLER PARK SECURES: SAFETY + NUISANCE ABATEMENT



**SAYLER PARK IS A SAFE NEIGHBORHOOD
WITH PROACTIVE, VIGILANT AND CARING RESIDENTS.**



With the vision of Sayler Park being a safe neighborhood with proactive, vigilant and caring residents, the Sayler Park Secures: Safety + Nuisance Abatement Implementation Team (“SP Secures”) was formed. SP Secures consists of a group of residents, local leaders and stakeholders that set forth goals as it relates to the safety and security of the neighborhood and its residents. SP Secures will be the lead body working to push forward the following goals and strategies, all of which are aligned to the Sayler Park community’s feedback during the Sayler Park Plan engagement process.

GOAL 1: ENSURE THAT PROPERTY AND PERSONAL SAFETY ARE A TOP PRIORITY. Strategies include, but are not limited to: Fostering a positive relationship with the City of Cincinnati Police Department; Partnering with the City of Cincinnati Police Department to create a neighborhood strategy for attacking blight and crime; Encouraging our residents to get involved in Blockwatch and Citizens on Patrol; Installing better lighting and security cameras in the business district and in the community; Coordinating with the City of Cincinnati Fire Department to conduct regular home security inspections; Pro-actively engaging with the City of Cincinnati to address and prioritize property maintenance and crime issues; and Encouraging people make reports regarding public safety and City maintenance issues using the Fix it Cincy App and other reporting resources, such as 513-591-6000 and 513-765-1212. Partners for this work should include Citizens on Patrol, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Public Services Department, Sayler Park Village Council, Sayler Park Village Council Business District Committee and The Port.

GOAL 2: FOSTER AN ENVIRONMENT WHERE COMMUNITY VOICES CAN BE HEARD AND PARTICIPATION IN NEIGHBORHOOD SAFETY, PROPERTY MAINTENANCE AND CLEANUP IS ENCOURAGED. Strategies include, but are not limited to: Developing and implementing a plan wherein Sayler Park Village Council actively promotes property maintenance, requests voluntary cleanup and compliance with nuisance regulations by property owners, and offers to arrange cleanup assistance to owner occupants when requested, appropriate and available; Providing content for a welcome packet to new citizens with non-emergency phone numbers, Fix-it-Cincy information and social media pages to access important City and community information; and Creates and maintains on-line communication tools in coordination with Sayler Park Village Council. Partners for this work should include Citizens on Patrol, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Parks Department, City of Cincinnati Public Services Department, Sayler Park Village Council, and The Port.

Other partnerships might include Sayler Park Recreation Center and Sayler Park Community Learning Center. Potential resources could include various City of Cincinnati funding, such as facade improvement grants.

PLAN CINCINNATI ALIGNMENT

COMPETE

Foster a climate conducive to growth, investment, stability, and opportunity.

LIVE

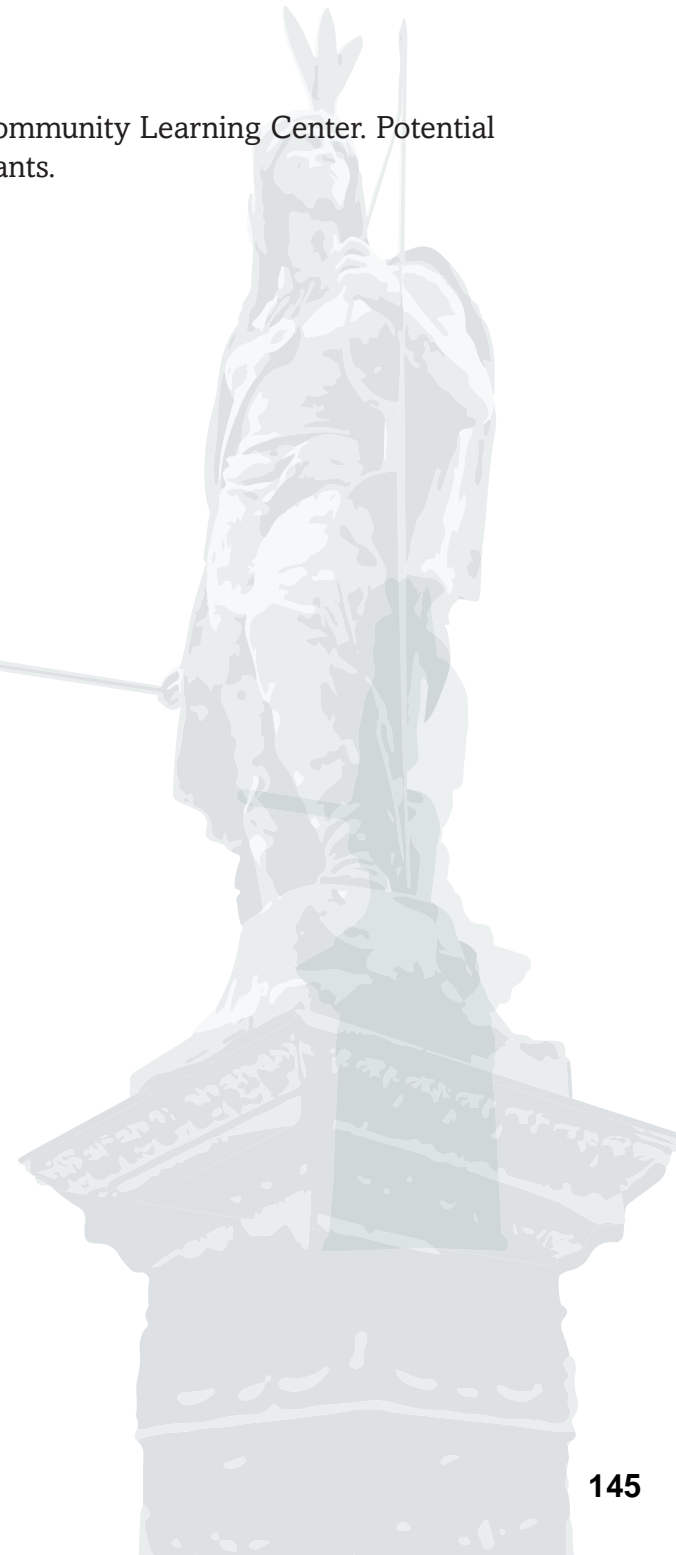
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SUSTAIN

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Preserve our natural and built environment.

COLLABORATE

Work in synergy with the Cincinnati community.



NEIGHBORHOOD PRIORITIES & TIME LINE

SAYLER PARK CONNECTS: TRAFFIC + PEDESTRIAN SAFETY

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Connects: Traffic + Pedestrian Safety	Design and implement a safe and integrated pedestrian and bicycle network.	Identifying, repairing and maintaining sidewalks and curbs throughout the neighborhood.	City of Cincinnati Department of City Planning, City of Cincinnati Department of Traffic and Engineering, City of Cincinnati Parks Board, Hamilton County Parks Department, Ohio River Trail West Working Group and Sayler Park Village Council.	Mid Term (3 - 5 Years)
		Documenting and prioritizing unsafe traffic patterns.		
		Providing protected and accessible passage to Fernbank Park.		
	Provide more efficient and connective transit options.	Coordinating with the Southwest Ohio Regional Transit Authority to expand bus services to Delhi, Western Hills and The Mount.	Cincinnati METRO, City of Cincinnati Department of Transportation and Engineering, The Mount, OKI Regional Council of Governments, Sayler Park Village Council, Southwest Ohio Regional Transit Authority and adjacent neighborhoods, such as Delhi and Western Hills.	Long Term (5 - 10 Years)
		Exploring opportunities to locate a park and ride within the Sayler Park neighborhood.		
	Decrease the amounts of weeds, litter and blight on streets and sidewalks in the neighborhood.	Coordinating with the City of Cincinnati's Department of Public Services to better control and maintain weed and litter issues on streets and sidewalks.	City of Cincinnati Department of Public Services, City of Cincinnati Parks Board, Hamilton County Parks Department, Sayler Park Village Council and the Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Creating and implementing a beautification plan along Route 50.		

SAYLER PARK CONSERVES: GREEN + PUBLIC SPACES

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Conserves: Green + Public Spaces	Conserve and enhance Sayler Park's green and public spaces.	Promoting and celebrating Sayler Park's green heritage through a coordinated communication strategy.	City of Cincinnati Department of City Planning, City of Cincinnati Department of Public Services, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Office of Environment and Sustainability, City of Cincinnati Parks Board, Ohio River Trail West Working Group, Sayler Park Connects Implementation Team and Western Wildlife Corridor.	Short Term (1 - 3 Years)
		Utilizing community experts to train Sayler Park youth and residents to enhance green and public spaces.		
	Sustain and expand Sayler Park's current local green initiatives.	Preserving the Muddy Creek Corridor.	Fernbank Garden Club, Paper Street Community Farm, Sayler Park Farmer's Market, Sayler Park Harvest Festival, Sayler Park Promotes Implementation Team, Sayler Park Recreation Center, Sayler Park Community Learning Center, Sayler Park Sustains Festival, Sayler Park Village Council and Western Wildlife Corridor.	Mid Term (3 - 5 Years)
		Creating an arborist fund.		
		Utilizing vacant lots to develop green and public space additions.		
		Promoting pedestrian-oriented infrastructure connecting people to green places.		
	Educate Sayler Park residents in green living practices.	Advocating for recycling bins in Sayler Park's high traffic areas.	Cincinnati Department of City Planning, City of Cincinnati Parks Board, Sayler Park Village Council and Western Wildlife Corridor.	Mid Term (3 - 5 Years)
		Holding information workshops that teach applicable green living practices.		
		Tagging native trees.		
		Creating and sharing Sayler Park green asset map.		
		Providing information on green resources to Sayler Park homeowners.		

SAYLER PARK GROWS: BUSINESS + ECONOMIC DEVELOPMENT

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Grows: Business + Economic Development	Targeting and attracting small destination businesses to locate in Sayler Park.	Encouraging and supporting the addition of local businesses that promote neighborhood self-sufficiency.	City of Cincinnati Department of Community and Economic Development, City of Cincinnati Department of Traffic and Engineering, Sayler Park Secures Implementation Team and Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Rehabilitating aspects of Twain Avenue.		
		Supporting pedestrian and bicycle infrastructure to support new business growth.		
		Conducting a walkability study.		
		Targeting, stabilizing and cleaning vacant commercial buildings and lots.		
		Evaluating existing on and off street parking to determine if there is a need for additional parking in the neighborhood business district.		
	Supporting and retaining existing businesses in the community.	Promoting the business district as distinct and attractive.	Cincinnati Neighborhood Business Districts United, City of Cincinnati Department of Community and Economic Development, Sayler Park Promotes Implementation Team and Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Collaborating with the Sayler Park Promotes: Communications + Marketing Implementation Team to strategize the promotion of the neighborhood business district.		
	Encouraging more business owner engagement and participation.	Reviewing the pros and cons of establishing a Sayler Park Business District Association.	Sayler Park Promotes Implementation Team and Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Staying in contact with business owners regarding opportunities for them to be involved in the community and to reach their local customer base.		

SAYLER PARK LEARNS: EDUCATION + YOUTH

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Learns: Youth + Education	Sayer Park Community Learning Center will be an outstanding school that attracts young families to the neighborhood and serves as a hub connecting the school and community.	Redeveloping Sayer Park's academic program to extend beyond the classroom walls and engage students with experiential learning rooted in the Sayer Park community and aligned to its priorities.	Cincinnati Public Schools, Community Learning Center Institute, Sayer Park Community Learning Center and Sayer Park Promotes.	Mid Term (3 -5 Years)
		Extending Sayer Park Community Learning Center to include high quality early childhood education.		
		Extending Sayer Park Community Learning center to connect to a quality high school program.		
		Engaging families and community in promoting Sayer Park to attract new families and reinforce the community learning center as the anchor of a connected, vibrant neighborhood.		
		Continuing to expand extended day and year round enrichment for children, parents and community members.		
	Developing robust adult continuing education and enrichment programming lead by local community experts.	Engaging community experts to offer evening and weekend classes for adults. Hosting community educational, cultural, civic and other events to enrich the quality of life for the neighborhood.	Community Learning Center Institute, Sayer Park Recreation Center, Sayer Park Community Learning Center and Sayer Park Village Council.	Short Term (1 - 3 Years)

SAYLER PARK PRESERVES: HISTORIC PRESERVATION

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Preserves: Historic Preservation	Preserving the historic fabric of the neighborhood.	Coordinating with local experts and various stakeholders to conduct a historical survey in the neighborhood, utilizing past survey efforts.	City of Cincinnati Buildings and Inspections Department, City of Cincinnati Department of City Planning, Sayler Park Grows Implementation Team, Sayler Park Historical Society, Sayler Park Provides Implementation Team, Sayler Park Village Council and Sayler Park Village Council Business District Committee.	Mid Term (3 - 5 Years)
		Promoting rehabilitation and new construction that aligns to the historic nature of the neighborhood.		
		Investigate designating a national register historic district for a portion or portions of the Sayler Park neighborhood.		
		Working with the City of Cincinnati Buildings and Inspections Department's Urban Conservator to nominate eligible individual properties to the national register.		
	Preserving the history of the neighborhood.	Utilizing community experts to preserve history of the Sayler Park neighborhood.	City of Cincinnati Department of City Planning, Sayler Park Community Learning Center, Sayler Park Historical Society, Sayler Park Promotes Implementation Team, Sayler Park Provides Implementation Team and Sayler Park Village Council.	Mid Term (3 - 5 Years)
		Creating and advertising a walking tour of Sayler Park historic homes, using up-to-date technology.		
		Installing educational signage to promote historic artifacts in the neighborhood.		

SAYLER PARK PROMOTES: COMMUNICATIONS + MARKETING

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Promotes: Communications + Marketing	Sayler Park attracts and retains families through increased marketing and visibility.	Add appropriate signage in high traffic areas.	City of Cincinnati Department of Community and Economic Development, the City of Cincinnati Department of Transportation and Engineering, Local Creative Advisory Team and the Sayler Park Village Council Business District Committee.	Short Term (1 - 3 Years)
		Utilizing community experts to develop a brand that captures Sayler Park's identity.		
	Sayler Park residents are informed and engaged in local issues and events.	Appointing a communications director and support team to work under the Sayler Park Village Council.	Sayler Park Village Council.	Short Term (1 - 3 Years)
		Enhancing social media communications.		
		Writing and circulating stories that celebrate and promote Sayler Park to the City of Cincinnati and nearby neighborhoods on a regular basis.		

SAYLER PARK PROVIDES: HOUSING + AGING IN PLACE

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Provides: Housing + Aging in Place	Sayler Park is accessible.	Identifying inaccessible public spaces and creating a plan to correct.	Cincinnati Recreation Commission, City of Cincinnati Chief Advocacy Officer for Aging and Accessibility, City of Cincinnati Department of Transportation and Engineering, City of Cincinnati Department of City Planning, SP Connects Implementation Team, SP Conserves Implementation Team, SP Grows Implementation Team, Sayler Park Recreation Center, Sayler Park Village Council and Sayler Park Village Council Business District Committee.	Long Term (5 - 10 Year)
		Expanding accessible transportation services, including adding covered bus shelters and more frequent access to downtown.		
		Expanding Sayler Park Recreation Center to include a full service gym facility tailored for all ages.		
	Sayler Park provides support to homeowners and senior citizens to increase quality of life.	Utilizing community experts and partners for home improvement projects.	Cincinnati Recreation Commission, City of Cincinnati, Community Learning Center Institute, Greater Cincinnati Water Works, Hamilton County, Metropolitan Sewer District, Sayler Park Community Learning Center, SP Learns Implementation Team, Sayler Park Recreation Commission and Sayler Park Village Council.	Long Term (5 - 10 Year)
		Developing and implementing a sustainable infrastructure plan with metropolitan sewer district.		
		Developing a senior center with robust programming, resources and continuing education opportunities.		
	Sayler Park promotes aging-friendly residential projects.	Developing efficiency homes.	City of Cincinnati Department of City Planning, City of Cincinnati Department of Community and Economic Development, Sayler Park Secures Implementation Team, Sayler Park senior citizens and Sayler Park Village Council.	Long Term (5 - 10 Year)
		Converting select apartments to senior living.		
	Sayler Park expands health care and emergency related services.	Working with Mercy Health to ensure Sayler Park seniors are utilizing health care services.	City of Cincinnati Fire Department, City of Cincinnati Police Department, Community Learning Center Institute, Mercy School Based Health Center, Sayler Park Community Learning Center, SP Promotes Implementation Team, SP Secures Implementation Team and Sayler Park Village Council.	Short Term (1 - 3 Years)
		Working with the City of Cincinnati, particularly District 3 Police Department, to expand emergency related services in the area, such as welfare checks and brown outs.		

SAYLER PARK SECURES: SAFETY + NUISANCE ABATEMENT

Initiative	Goals	Strategies in Order of Priority	Potential Partners	Timeline
SP Secures: Safety + Nuisance Abatement	Ensure that property and personal safety are a top priority.	<p>Fostering a positive relationship with the City of Cincinnati Police Department.</p> <p>Partnering with the City of Cincinnati Police Department to create a neighborhood strategy for attacking blight and crime.</p> <p>Encouraging our residents to get involved in block watch and citizens on patrol.</p> <p>Installing better lighting and security cameras in the business district and in the community.</p> <p>Coordinating with the City of Cincinnati Fire Department to conduct regular home safety inspections.</p> <p>Encouraging people to make reports regarding public safety and city maintenance issues using the Fix-it-Cincy app and other reporting resources, such as 513-591-6000 and 513-765-1212.</p> <p>Proactively engaging with the City of Cincinnati to address and prioritize property maintenance and crime issues.</p>	Citizens on Patrol, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Public Services Department, Sayler Park Village Council, Sayler Park Village Council Business District Committee and The Port.	Mid Term (3 - 5 Years)
	Foster an environment where community voices can be heard and participation in neighborhoods safety, property maintenance and cleanup is encouraged.	<p>Developing and implementing a plan wherein Sayler Park Village Council actively promotes property maintenance, requests voluntary cleanup and compliance with nuisance regulations by property owners and offers to arrange cleanup assistance to owner occupants when requested, appropriate and available.</p> <p>Providing content for a welcome packet to new citizens with non-emergency phone numbers, Fix-it-Cincy information and social media pages to access important City and community information.</p> <p>Creating and maintaining online communication tools in coordination with Sayler Park Village Council.</p>	Citizens on Patrol, City of Cincinnati Department of Buildings and Inspections, City of Cincinnati Police Department (particularly District 3), City of Cincinnati Fire Department, City of Cincinnati Health Department, City of Cincinnati Law Department, City of Cincinnati Parks Department, City of Cincinnati Public Services Department, Sayler Park Village Council, and The Port.	Short Term (1 - 3 Years)

NEXT STEPS

The Sayler Park Plan expresses the vision and goals of the Sayler Park community and provides prioritized strategies to ensure Sayler Park will continue to be an attractive, premier riverfront neighborhood for years to come. This Plan has been embraced by residents and stakeholders alike, as several successful projects have already been implemented. From pedestrian safety and neighborhood identity, to additional preschool classrooms and small-scale local retail development, this Plan works to enhance an already great neighborhood.

Coordination and communication must be sustained in order for this Plan to continue its success. Implementation teams based off of initiatives will work to keep the momentum for this process moving forward, under the guidance of several neighborhood and City stakeholders, including the Sayler Park Plan Steering Committee and its representatives. Furthermore, potential partners, funders and developers must continue to be identified as the Plan moves forward.

The neighborhood of Sayler Park is a true gem. With a highly engaged body of residents, multiple organizations already doing great work, interested investors and seemingly infinite assets, the community is poised to become one of the most desirable neighborhoods throughout the City of Cincinnati and beyond.

COMMUNITY ENGAGEMENT EXERCISE

Sayler Park

community visioning exercise guide

Activity # 1: Visioning Questionnaire

0

For This Activity You Will Need:

Materials: Visioning Questionnaire and Pens for each participant, Black Marker Recorder

1

20 MIN

Questionnaire

Pass out the visioning questionnaire and pens to each participant. Participants will get 7-10 minutes to answer the 3 questions individually. Once each participant has had sufficient time to answer the questions, open up for discussion and review comments. The recorder will then write down common themes on the chart sheet with the black marker. Themes will be shared by group at the end of the meeting. Collect all questionnaires when finished.

Activity # 2: Community Plan Mapping Exercise

0

For This Activity You Will Need:

Materials: Maps, Stickers, Pens, Green Marker, Red Marker and Blue Marker Recorder Presenter

1

map #1
5 MIN

Participants

where you live | work | own property

With the **ORANGE** stickers, mark on the map where each participant lives, works, and/or owns property in the neighborhood. It's okay to mark multiple locations.

2

map #2
10 MIN

Places Frequented

where do you go often?

With the **GREEN** stickers, mark on the map places you frequent in Sayler Park. It's encouraged to mark multiple locations. Feel free to draw a line from the sticker and write a note regarding why you placed a sticker at that location. When all locations are marked, please note the top 3 places frequented according to the group on the chart sheet with the green marker.

3

map #3
10 MIN

Places Avoid

where do you feel unsafe?

With the **RED** stickers, mark on the map places you avoid in Sayler Park. It's encouraged to mark multiple locations. Feel free to draw a line from the sticker and write a note regarding why you placed a sticker at that location. When all locations are marked, please note the top 3 places avoided according to the group on the chart sheet with the red marker.

4

map #3
10 MIN

Opportunities

where do you feel there is potential?

With the **BLUE** stickers, mark on the map places you feel have potential in Sayler Park. It's encouraged to mark multiple locations. Feel free to draw a line from the sticker and write a note regarding why you placed a sticker at that location. When all locations are marked, please note the top 3 opportunities according to the group on the chart sheet with the blue marker.

/

20 MIN

Present

share results

Each group will have 2-3 minutes to present their questionnaire and mapping results to the rest of the attendees. Choose one person who will present.

Thank You!

SAYLER PARK PLAN INITIATIVE 1-PAGERS

SAYLER PARK PLAN

SP Connects: Transportation + Pedestrian Safety



VISION: Sayler Park strives to be an accessible and pedestrian-oriented neighborhood that connects people through a safe and maintainable multi-modal transportation system by embracing innovative technologies and designing with the end-user in mind.

Goal 1: Design and implement a safe and integrated pedestrian and bicycle network.

Strategies:

1. Provide protected and accessible passage to Fernbank Park
2. Repair and maintain sidewalks and curbs throughout the neighborhood
3. Document and prioritize unsafe traffic patterns

Next Steps:

- Conduct a feasibility study, preliminary engineering, and determine funding for making a safe, pedestrian-oriented connection to Fernbank Park
- Determine specific sidewalk maintenance and repair locations
- Work with the Department of Transportation and Engineering on a Sayler Park Pedestrian Safety Survey
- Educate residents on how to report "near misses" (pedestrian/car accidents) to the City of Cincinnati using the Fix It Cincy App

Goal 2: Provide more efficient and connective transit options.

Strategies:

1. Coordinate with the Southwest Ohio Regional Transit Authority to expand bus services to Delhi, Western Hills, and Mt. St. Joe
2. Explore opportunities to locate a Park and Ride within the Sayler Park neighborhood

Next Steps:

- Connect the Sayler Park Village Council Transportation Committee to appropriate City / County Staff
- Conduct a feasibility study, preliminary engineering and determine funding for a Park and Ride in the Sayler Park neighborhood

Goal 3: Decrease the amounts of weeds, litter, and blight on streets and sidewalks in the neighborhood.

Strategies:

1. Coordinate with the City of Cincinnati's Public Services Department to better control and maintain weed and litter issues on streets and sidewalks
2. Implement a beautification program along Route 50

Next Steps:

- Connect with Cincinnati Parks Board to create a beautification plan along Route 50
- Educate residents on how to report blight to the City of Cincinnati using the Fix It Cincy App and other resources

Potential Partners:

City of Cincinnati Parks Department
 City of Cincinnati Department of City Planning
 Community Learning Center Institute
 Department of Transportation and Engineering
 Hamilton County Parks Department
 METRO
 Ohio River Trail West Working Group
 OKI Regional Council of Governments
 Railroad Companies
 Sayler Park Business District Committee
 Sayler Park School
 Sayler Park Village Council
 Sayler Park Village Council Transportation Team
 Southwest Ohio Regional Transit Authority

Potential Resources:

MPO Grants
 Congestion, Mitigation and Air Quality Grant

SAYLER PARK PLAN

SP Conserves: Green + Public Spaces



VISION: Saylor Park is a recognized leader and ambassador of green living for the region which fosters community-driven stewardship through the promotion and implementation of Earth-friendly practices.

Goal 1: Sustain and expand Saylor Park's current, local green initiatives.

Strategies:

1. Expand Fernbank Garden Club membership through sustained outreach to ensure longevity
2. Promote and celebrate Saylor Park's green heritage through a coordinated communication strategy with Saylor Park Village Council, the City of Cincinnati, and nearby neighborhood efforts, such as: Saylor Park Harvest Festival, Saylor Park Sustains Festival, Saylor Park Farmer's Market, Fernbank Garden Club, Winding Walks (city's largest LEED-certified area), Paper Street Farm, Parkland Homestead Farm, and Western Wildlife Corridor

3. Procure "Tree City USA" signage

Next Steps:

- Create outreach plan for Fernbank Garden Club
- Identify willing community experts
- Connect with the Communications and Marketing Implementation Team and Saylor Park Village Council to strategize the promotion of green initiatives
- Contact appropriate City officials for "Tree City USA" signage
- Create calendar for action items

Goal 2: Conserve and enhance Saylor Park's green and public spaces.

Strategies:

1. Preserve the Muddy Creek Corridor
2. Create an arborist fund
3. Utilize vacant lots to develop green and public space additions
4. Promote human-scaled infrastructure connecting people to green places, e.g. bike lanes in and to the business district, safe pedestrian and bike access to Fernbank Park (possible locations: Wilkins Short, Monitor, Thorton's Triangle), wheelchair accessibility in green and public spaces
5. Advocate for recycling bins in Saylor Park's high-traffic areas

Next Steps:

- Work with the City of Cincinnati to create a Saylor Park vacant properties and public ownership map
- Identify conservation partner(s)
- Work with the City of Cincinnati's Public Services Department to identify process acquiring neighborhood recycling bins
- Work with Department of Transportation and Engineering and the Traffic and Pedestrian Safety Implementation Team to identify barriers in accessing green and public spaces, such as Fernbank Park and Muddy Creek Corridor
- Research potential funding opportunities

Goal 3: Educate Saylor Park residents in green living best practices.

Strategies:

1. Hold informative workshops that teach applicable green living practices
2. Tag native trees
3. Create and share Saylor Park green asset map
4. Partner with existing Saylor Park groups to communicate these opportunities for the neighborhood

Next Steps:

- Identify local experts and community partners to hold workshops
- Work with the Cincinnati Park Board and Urban Forestry Department to understand tree-tagging process
- Identify neighborhood's green resources
- Work with local schools

Potential Partners:

Building Value
 Carriage House Farm
 CORV
 Cincinnati Get Outdoors Weekend
 Cincinnati Nature Center
 Cincinnati Recreation Commission
 Cincinnati State
 Cincinnati Zoo
 Cincinnati Public Library
 City of Cincinnati
 City of Cincinnati Dept. of Environment and Sustainability
 City of Cincinnati Dept. of Public Services
 City of Cincinnati Parks Board
 City of Cincinnati Urban Forestry
 CSX
 Communities United for Action (CUFA)
 Civic Garden Center
 Dept. of Transportation and Engineering
 Fernbank Garden Club
 Genevieve Trail
 Green Umbrella
 Growing Value
 Hamilton Co. Development Authority
 Hamilton Co. Environmental Services
 Hamilton Co. Extension Service
 Hamilton Co. Parks
 Interact for Health
 Imago
 Jubilee Farm
 Keep Cincinnati Beautiful
 Metropolitan Sewer District
 Miami Sierra Club
 Mount St. Joseph University
 Ohio River Basin Alliance
 Ohio River Friends
 River Trails West
 River West
 Saylor Park Business District
 Saylor Park Farmer's Market
 Saylor Park Harvest Festival
 Saylor Park Historical Society
 Saylor Park School
 Saylor Park Sustains
 TriState Trails
 Urban Appalachian Community Coalition
 Urban Blooms
 University of Cincinnati
 Western Wildlife Corridor
 Xavier University Sustainability Program

Potential Resources:

Main Street America
 Tree City

SAYLER PARK PLAN

SP Grows: Business + Economic Development



VISION: Sayler Park is a vital and thriving neighborhood that experiences growth through a family-oriented market place.

Goal 1: Target and attract small and/or destination businesses to locate in Sayler Park.

Strategies:

1. Encourage and support the addition of local businesses that promote neighborhood self-sufficiency
2. Evaluate existing on and off-street parking to determine if there is a need for additional parking in the business district
3. Rehabilitate road and pedestrian/bike infrastructure to support new business growth
4. Target, stabilize and clean up vacant commercial buildings and lots

Next Steps:

- Work with the Department of Transportation and Engineering to study existing on and off-street parking use during peak hours and make a plan based on results
- Work with the Department of Transportation and Engineering to conduct a walkability study in the business district
- Research City of Cincinnati funding opportunities available for business district beautification

Goal 2: Support and retain existing businesses in the community.

Strategies:

1. Promote the neighborhood business district as distinct and attractive
2. Explore the viability of a business district shuttle
3. Work with business owners and community stakeholders to organize community clean-up campaigns focused in the business district

Next Steps:

- Connect with the Communications + Marketing Implementation Team to strategize the promotion of the neighborhood business district(s)
- Work with the Sayler Park Business District Committee to organize regular community clean-ups
- Educate business owners on how to utilize the "Fix-it-Cincy" app to report blight, litter and crime

Goal 3: Encourage more business owner engagement and participation.

Strategies:

1. Create a Sayler Park Business District Association

Next Steps:

- Recruit neighborhood business owners for the Sayler Park Business District Committee

Potential Partners:

Cincinnati Nbh Business Districts United
City of Cincinnati
Community Learning Center Institute
Department of Community & Economic Dev
Hamilton County Dev Corporation
Urban Fast Forward
Urban Sites

Potential Resources:

DCED Grants
DOTE Grants
Fix-it-Cincy
NBDSF Funds
NBDIP Funds

SAYLER PARK PLAN

SP Learns: Education + Youth



VISION: Sayler Park is an educated community that values life-long learning, resulting in empowered and engaged citizens that invest back into the community.

Goal 1: Sayler Park Community Learning Center will be an outstanding school that attracts young families to the neighborhood and serves as a vibrant hub connecting the school and the community.

Strategies:

1. Redevelop Sayler Park School's academic program to extend beyond the classroom walls and engage students with experiential learning rooted in the Sayler Park community and aligned to its priorities- from history and the natural environment, to commerce and the economy

- Develop plan for CPS Vision 2020 proposal and secure funding from CPS for planning revamped rigorous, high quality curriculum

- Extend Sayler Park Community Learning Center to include high quality early childhood education

- Extend Sayler Park Community Learning Center to connect to a quality high school program

- Continue to expand extended day and year-round enrichment for children (Math/Tech/Science/Book/Sports/Film/Language Clubs, Drop-in-Play, NBH Youth Council, Summer Internships, SP School newsletter, Adopt-a-Class, Community Days, etc.)

- Offer programs and other opportunities for parents to be engaged in their children's education

2. Engage families and community in promoting Sayler Park to attract new families and reinforce the community learning center as the anchor of a connected, vibrant neighborhood

- CLC signage, wayfinding and marketing

Next Steps:

- Complete community engagement and research to guide the selection of a new academic program for the CPS Vision 2020 application

- Secure funding to enable teachers, parents, and community members in the Education and Youth Implementation Team to visit exemplars of the model chosen for Sayler Park

- Pursue potential partners for early childhood program and high school

Goal 2: Develop robust adult continuing education and enrichment programming lead by local community experts.

Strategies:

1. Engage community experts to offer evening and weekend classes for adults (Book/Genealogy/Cooking Clubs, Mt. St. Joe College Advisory, GED, Computer Programming, Internet Café, etc.)

2. Host community educational, cultural, civic, social, and other events to enrich the quality of life for the neighborhood

Next Steps:

- Complete inventory of community programming and identify local experts

- Continue engagement process to identify what is of interest to community, including segments of the demographic (e.g. retired, parents of young children, etc.)

- Seek partnerships to manage and provide programming

Potential Partners:

Coast Guard
Cincinnati Children's Hospital
Cincinnati Early Learning Center
Cincinnati Library
Cincinnati Parks Board
Cincinnati Public School
Cincinnati Zoo
City of Cincinnati
Community Learning Center Institute
Hamilton County Redevelopment Authority
INEOS
Mad Cap
Mercy Hospital
Mt. St. Joseph University
Osher Life-Long Learning Center
Paper Street Farm
Proctor and Gamble
St. Aloysius on the Ohio School
Santa Maria Home Visitation Program
Sayler Park Cincinnati Recreation Commission
Sayler Park Fernbank Garden Club
Sayler Park Historical Society
Sayler Park School
Sayler Park Sustains
Shakespeare in the Park

Potential Resources:

3-PhD
Edutopia
High Tech High
Place Based Learning Ohio
Vision 2020
Yellow Springs Project Based Learning

SAYLER PARK PLAN

SP Preserves: Historic Preservation



VISION: Sayler Park is a celebrated neighborhood through thoughtful preservation of its rich assets, architecture and history.

Goal 1: Preserve the historic fabric of the neighborhood.

Strategies:

1. Coordinate with local universities to conduct a historical survey in the neighborhood.
2. Work with the City of Cincinnati to nominate eligible individual properties to the national register
3. Investigate designating a national register historic district for a portion or portions of the Sayler Park neighborhood
4. Promote infill development.

Next Steps:

- Educate community on benefits of Historic District designation.
- Review zoning and related tools with the City of Cincinnati Planning Department to ensure the preservation of the historic nature of the neighborhood.
- Research potential partners and applicable resources for best practices and future funding opportunities.

Goal 2: Preserve the history of the neighborhood.

Strategies:

1. Create and advertise a walking tour of Sayler Park historic homes using updated technology tools, such as an app.
2. Utilize community experts to preserve history of the Sayler Park neighborhood.
3. Install educational signage to promote historic artifacts in the neighborhood.

Next Steps:

- Coordinate communication efforts of Sayler Park Historical Society with Sayler Park Village Council.
- Organize a walking tour of Sayler park historic homes.
- Connect Sayler Park Historical Society with Sayler Park School to provide educational opportunities to youth.
- Digitize all Sayler Park historical documents.

Potential Partners:

Cincinnati Preservation Association
City of Cincinnati
City of Cincinnati Urban Conservator
The Mount
Ohio Historic Preservation
Partners for Sacred Places
Sayler Park Historic Society
University of Cincinnati
Windshield Tour

Potential Resources:

Federal Historic Tax Credits
Grants
Historic Homes Plan
State Historic Tax Credits

SAYLER PARK PLAN

SP Promotes: Communications + Marketing



VISION: Sayler Park is a recognized neighborhood with a cohesive communications strategy that incorporates a strong neighborhood brand.

Goal 1: Sayler Park attracts and retains families through increased marketing and visibility.

Strategies:

1. Utilize community experts to develop a brand that captures Sayler Park's identity.
2. Add appropriate signage in high traffic areas.

Next Steps:

- Assemble a creative advisory team.
- Work with the Department of Community and Economic Development to identify funding for a neighborhood branding project.

Goal 2: Sayler Park residents are informed and engaged in local issues and events.

Strategies:

1. Appoint a Communications Director and supporting team to work under the Sayler Park Village Council.
2. Enhance social media communications.
3. Create and circulate a neighborhood print newsletter on an ongoing basis.
4. Write and circulate stories that celebrate and promote Sayler Park to the City of Cincinnati and nearby neighborhoods on an ongoing basis.

Next Steps:

- Work with Sayler Park Village Council to create a Communications Director and supporting team.

Potential Partners:

Cincinnati Nbh Business Districts United
City of Cincinnati
Community Learning Center Institute
Dept. of Community and Economic Dev.
Department of Traffic and Engineering
Hamilton County Development Corporation
Sayler Park Village Council
SPVC Business District Committee

Potential Resources:

Dept. of Community and Economic Dev. Grants
Department of Traffic and Engineering Grants
Main Street Grants
NBDIP Funds
Sayler Park Village Council Social Media

SAYLER PARK PLAN

SP Provides: Housing + Aging in Place



VISION: Sayler Park is a great place to live for all ages.

Goal 1: Sayler Park is accessible.

Strategies:

1. Identify inaccessible public spaces and create plan to correct
2. Expand accessible transportation services

Next Steps:

- Neighborhood tour with the City of Cincinnati Chief Advocacy Officer for Aging and Accessibility on October 20th.

Goal 2: Sayler Park promotes aging-friendly residential projects.

Strategies:

1. Convert select apartments to senior living
2. Develop efficiency homes

Next Steps:

- Survey Sayler Park seniors to better understand housing needs and demands

Goal 3: Sayler Park expands health care and emergency related services.

Strategies:

1. Work with Mercy Health to ensure Sayler Park seniors are utilizing health care services
2. Work with D3 and Fire Department to expand emergency related services in the area

Next Steps:

- Meet with Mercy Health, D3 and Fire Department

Goal 4: Sayler Park provides support to homeowners and senior citizens to increase quality of life.

Strategies:

1. Utilize community experts and partners for home improvement projects
2. Develop a Senior Center with robust programming, resources and continuing education opportunities
3. Develop and implement a sustainable infrastructure plan with MSD

Next Steps:

- Make a list of community experts
- Research Senior Center funding
- Meet with Hamilton City Commissioner

Potential Partners:

Officer for Aging and Accessibility
Cincinnati Fire Department
City of Cincinnati
Communities United for Action
Dept. of Community and Economic Dev.
Department of Transportation and Engineering
District 3 Police
Faith-Based Groups
Greater Cincinnati Water Works
Habitat for Humanity
Hamilton County
Local Tradesman
Mercy School Based Health Center
Metropolitan Sewer District
People Working Cooperatively
Sun City Homes

Potential Resources:

Enhanced Lead Program
Senior Citizen Center Grants
Housing and Urban Development

SAYLER PARK PLAN

SP Secures: Safety + Nuisance Abatement



VISION: Sayler Park is a safe neighborhood with proactive, vigilant and caring residents.

Goal 1: Ensure that property and personal safety are a top priority.

Strategies:

1. Encourage people to file complaints regarding property maintenance
2. Foster a positive relationship with District 3 and the Fire Department
3. Partner with District 3 in order to create a neighborhood strategy for attacking blight and crime
4. Install better lighting and security cameras in the business district
5. Coordinate with the City of Cincinnati Fire Department to conduct regular home security inspections
6. Pro-actively engage with the City of Cincinnati to address and prioritize property maintenance and crime issues

Next Steps:

- Create a Sayler Park Safety Committee under Sayler Park Village Council that consists of residents, business owners, community stakeholders, District 3 and the Fire Department
- Educate Sayler Park residents on how to utilize the "Fix it Cincy" App and other reporting resources
- Obtain a vacant property map from the City of Cincinnati

Goal 2: Foster an environment where community voices can be heard and participation in neighborhood safety, property maintenance, and cleanup is encouraged.

Strategies:

1. Conduct safety related campaigns in the community (i.e. lead paint testing and awareness, fire inspection awareness).
2. Develop and implement a plan wherein Village Council actively promotes property maintenance, requests voluntary cleanup and compliance with nuisance regulations by property owners, and offers to arrange cleanup assistance when requested, appropriate, and available. Slogan: "Sayler Park is a Neat Place to Live"
3. Provide a welcome pack to new citizens with non-emergency phone numbers, Fix-It-Cincy information and social media pages to access important City and community information
4. Create and maintain online communications tools and coordinate with Sayler Park Village Council

Next Steps:

- Coordinate safety campaigns with District 3 and the Fire Department
- Sayler Park Safety Committee to create welcome packets and social media presence

Potential Partners:

Citizens on Patrol
District 3 Police
Cincinnati Fire Department
Cincinnati Health Department
Cincinnati Law Department
Department of Buildings & Inspections
Department of Public Services
Hamilton County Development Authority
Sayler Park Cincinnati Recreation Center
Sayler Park School
Sayler Park Village Council

Potential Resources:

Fix it Cincy Mobile App
City of Cincinnati Façade Improvement Grants

SP CONSERVES GREEN RESOURCE MATERIALS: TREE CANOPY MAPS

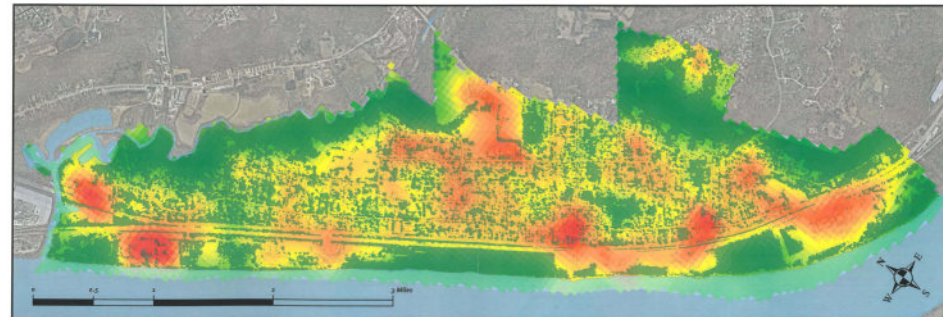
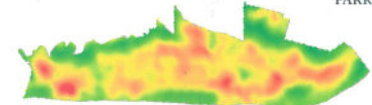


Salyer Park Tree Canopy and Land Surface Temperature (July 17, 2019)

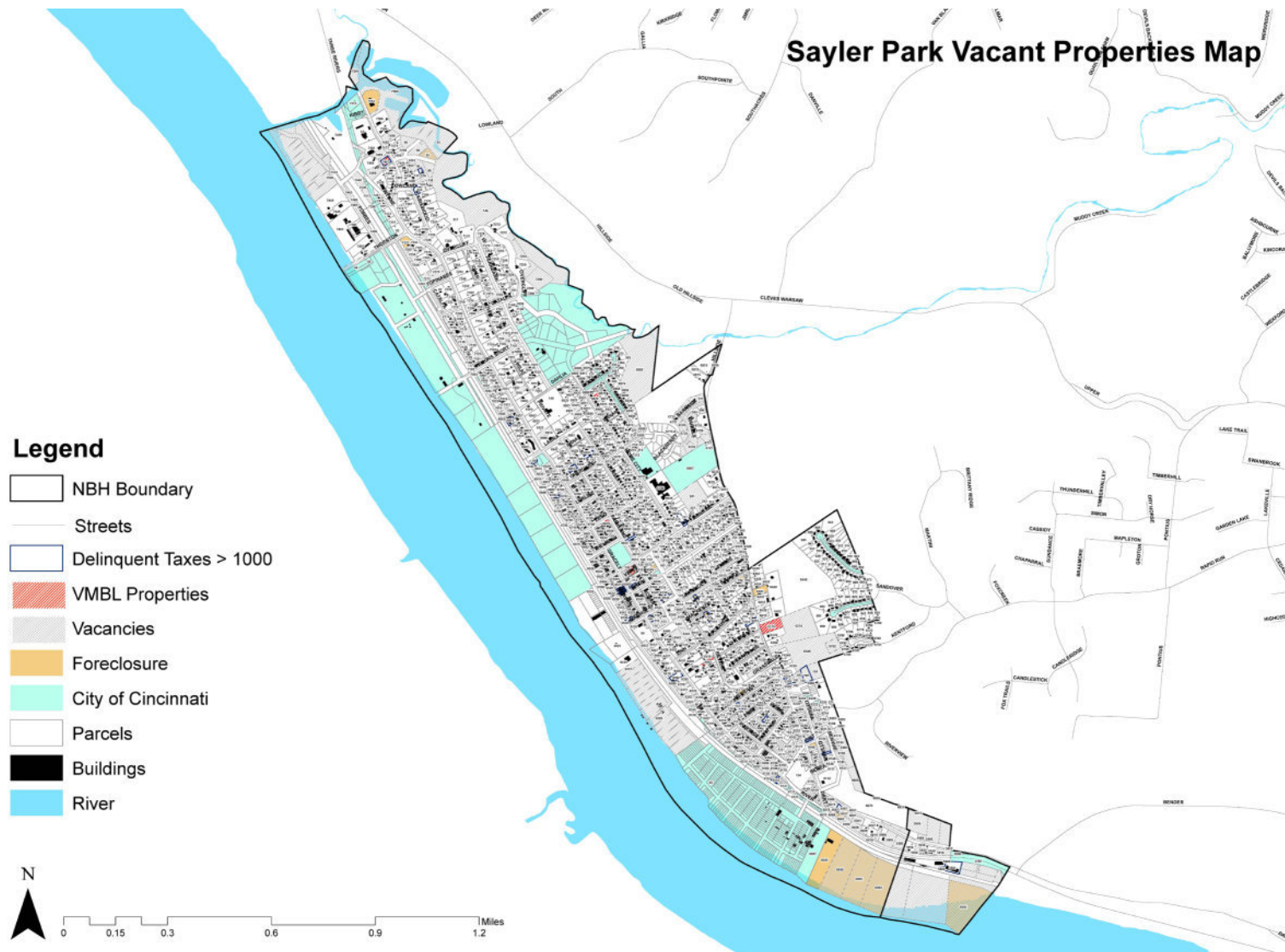
Land Surface Temp - July 7th 2017

Value
High : 76
Low : 64

Salyer Park Tree Canopy
Salyer_Pavement
Salyer_Buildings
Salyer_Sidewalks
Salyer_Park
River



SP SECURES VACANT PROPERTIES MAP



SP HILLSIDE RECREATION FIELDS PROPOSAL



SAYLER PARK HILLSIDE RECREATION FIELDS
PROPOSAL FOR COMMUNITY UTILIZATION

2020

Area of Opportunity

The Sayler Park Rec Center and Sayler Park School sit at the heart of our community. Through the process of writing and approving our Neighborhood Plan with Adelyn Hall of the Community Learning Center Institute, Sayler Park Village Council, its Board Members, and our residents have expressed interest in expanding recreation opportunities and food access in the neighborhood. We have identified the Sayler Park Hillside Recreation Fields as an area of opportunity toward fulfillment of these goals.

Over the last year, our community Food Mapping project facilitated by Dr. Alan Wright of the University of Cincinnati gathered feedback from residents about creating greater resiliency in our neighborhood's food production. A community orchard was identified as an avenue to reach this goal that has broad neighborhood support.

Our proposed project includes 2 phases:

Phase 1: Small front yard community orchard located at Sayler Park School (already funded by Giving Trees and in partnership with Sayler Park School)

Phase 2: Reimagining the large CRC fields behind the School into a mixed-use recreation area including a walking path, larger community orchard, picnic spots, pickleball courts, and open areas for outdoor recreation. This project would be in partnership with Cincinnati Recreation Commission and is the subject of this CBR request.

Sayler Park School, 6700 Home City Avenue Proposed Phase 1 Community Orchard Site

Phase 1 of the Community Orchard Project:

- Install several fruit bearing trees in the front yard of Sayler Park School
- We have a teacher and classroom committed to adopting the trees as part of their Project Based Learning curriculum.
- Funding has already been secured from Giving Trees, as a culmination of our work with Alan Wright in a Sayler Park Food Map
- Phase 1 project to foster interest, fundraising, and PR opportunities for the larger Phase 2 project



NOT PART OF CBR REQUEST BUT ADJACENT AND RELEVANT



Sayler Park Hillside Athletic Fields

Proposed Phase 2: Community Utilization through CBR Request

Phase 2:

- Aiming for more complete utilization of dormant Sayler Park Hillside Athletic Fields, located at 6607 Hillside Avenue
- Aligns to Community requests in the Sayler Park Plan to conserve and enhance Sayler Park's green and public spaces.
- Opportunity could include:
 - Walk/run path
 - Community Orchard interplanted with native hardwood trees
 - Areas for picnicking
 - Rehabilitation of concession stand to utilize restrooms and equipment storage for orchard care
 - Pickleball courts
 - Space for outdoors fitness classes ex: yoga, dance, aerobics, boot camp, senior exercise
- Existing advantages:
 - Playground
 - Parking lot
 - Perimeter fencing
 - Proximity to the heart of the community
 - Well connected road access
 - Nighttime lighting
 - Unused building with electric, plumbing (unused concession stand)



Note: In the past, this area was utilized for youth soccer and baseball. Youth sports in Sayler Park are still an area of opportunity, but with the nationwide decline in youth sport participation, we are seeking greater community utilization of this space. Sayler Park has 3 baseball fields in addition to those highlighted in the 'area of opportunity'.

Sayler Park Hillside Athletic Fields Proposed Phase 2: Community Utilization through CBR Request



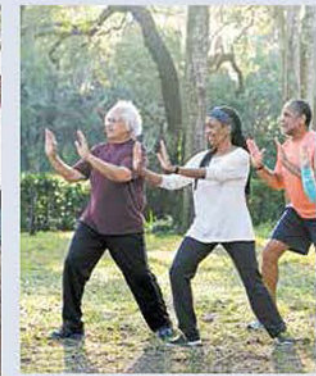
Sayler Park Hillside Athletic Fields Proposed Phase 2: Community Utilization through CBR Request



Walking path lined with fruit and native hardwood trees enhances our pedestrian friendly neighborhood and offers opportunity for outdoor recreation



Community education on tree care



Opportunity for outdoors fitness classes



Pickleball courts to attract players from the neighborhood and around the city. Enhances the indoors pickleball program currently hosted at our CRC



Tree ID tags include QR codes that link to digital content created by Sayler Park School classes as part of their Project Based Learning



Neighborhood gathering place and picnic grounds



'Adopt a tree' program for fundraising and tree care

Sayler Park Hillside Athletic Fields
Proposed Phase 2: Community Utilization through CBR Request
Addendum: Current images



View from Hillside Ave, Sayler Park School is at the far end of the field



Satellite View



Sp



October 15, 2021

Honorable City Planning Commission
Cincinnati, Ohio

SUBJECT: A report and recommendation on a proposed *Sayler Park Plan* as the area's guiding comprehensive plan document in Sayler Park.

BACKGROUND AND PLANNING PROCESS:

The Sayler Park Village Council and their consultant the Community Learning Center Institute (CLCI) approached the City in 2017 to create the very first comprehensive plan for the Sayler Park neighborhood. The process started in May 2017, engaging over 168 residents, business owners, local leaders and city-wide stakeholders, and students and staff at the Sayler Park School. Numerous meetings were held over a three-year period. The Sayler Park Village Council approved the draft *Sayler Park Plan* (the "Plan") in October 2019. The Plan was put on hold due to the COVID-19 pandemic and is now ready for the formal City review and approval process.

Staff from the Department of City Planning and Engagement, Department of Community and Economic Development (DCED), Department of Transportation and Engineering (DOTE), Department of Health, Department of Buildings and Inspections (including the Historic Conservation Office) (B&I), Police Department, Cincinnati Parks, Cincinnati Recreation Commission, and numerous property owners and renters were all involved in creating the *Sayler Park Plan*.

A large group of property owners and residents participated in various smaller subcommittees representing various Plan Initiatives. There were a series of engagement workshops focused on asset-based planning while formulating their vision for the future of the neighborhood.

Using inquiry-based mapping, Sayler Park's vision was further developed by identifying assets, places frequently visited, places avoided, and where there is opportunity for further development. From there, the community prioritized initiatives, goals, and implementation teams were set up to put the Plan into action. Sayler Park used *Plan Cincinnati* as a guide to help them develop their own initiative areas. The following is a list of the 8 key Initiative Areas of the Plan:

- Sayler Park Connects: Traffic & Pedestrian safety
- Sayler Park Conserves: Green & Public spaces
- Sayler Park Grows: Business & Economic development
- Sayler Park Learns: Education & Youth
- Sayler Park Preserves: Historic Preservation
- Sayler Park Promotes: Communications & Marketing
- Sayler Park Provides: Housing & Aging in Place
- Sayler Park Secures: Safety & Nuisance Abatement

PLAN OVERVIEW:

Current Conditions:

While Sayler Park's population declined by 468 people from 2000 to 2010, totaling 2,765 people, it has since stabilized and increased according to the 2019 American Community Survey. In 2010, 36% of Sayler Park's population was over the age of 50. Due to recent developments and neighborhood promotion, younger families are starting to move into the neighborhood. More detailed information can be found on page 6 in the Plan document.

Current Zoning and Future Land Use:

There are multiple zoning districts within the neighborhood, including several single-family districts from SF-4 to SF-20, one Residential Multi-family district (RM-2.0), two Commercial districts (CC-M and CC-A), two Riverfront districts (RF-R and RF-C) and a Parks and Recreation Zoning District. See pages 7-8 for existing zoning and definitions in the Plan document.

Land Use

Like many older neighborhoods in the City, the existing land use is relatively similar to existing zoning throughout Sayler Park. More detailed information can be found on page 7 in the Plan document.

Historic Districts

There are no historic districts in Sayler Park. More detailed information can be found on pages 18-19 in the Plan document.

Hillside District

There are some hillside overlay districts in the northeast portion of Sayler Park on land that is not developable.

Transportation

There are both major arterial and minor arterial roads, collector roads, and local streets within the Plan area. More detailed information can be found on pages 12-14 in the Plan document.

City-owned Properties

There are a few small parks and a golf course within the Plan area. More detailed information can be found on page 14 in the Plan document.

INITIATIVE AREAS AND GOALS OF THE PLAN:

Sayler Park Connects – Traffic and Pedestrian Safety

Goal 1: Design and Implement a Safe and Integrated Pedestrian and Bicycle Network.

Goal 2: Provide More Efficient and Connective Transit Options.

Goal 3: Decrease the Amounts of Weeds, Litter, and Blight on Streets and Sidewalks in the Neighborhood.

Sayler Park Conserves – Green and Public Spaces

Goal 1: Sustain and Expand Sayler Park's Current, Local Green Initiatives.

Goal 2: Conserve and Enhance Sayler Park's Green and Public Spaces.

Goal 3: Educate Sayler Park Residents in Green Living Practices.

Sayler Park Grows – Business and Economic Development

Goal 1: Target and Attract Small and Destination Businesses to Located in Sayler Park.

Goal 2: Support and Retain Existing Businesses in the Community.

Goal 3: Encourage More Business Owner Engagement and Participation.

Sayler Park Learns – Education and Youth

Goal 1: Sayler Park Community Learning Center will be an Outstanding School that Attracts Young Families to the Neighborhood and Serves as a Hub Connecting the School and the Community.

Goal 2: Develop Robust Adult Continuing Education and Enrichment Programming Lead by Local Community Experts.

Sayler Park Preserves – Historic Preservation

Goal 1: Preserve the Historic Fabric of the Neighborhood.

Goal 2: Preserve the Historic of the Neighborhood.

Sayler Park Promotes – Communications and Marketing

Goal 1: Sayler Park Attracts and Retains Families through Increased Marketing and Visibility.

Goal 1: Sayler Park Residents are Informed and Engaged in Local Issues.

Sayler Park Provides – Housing and Aging in Place

Goal 1: Sayler Park is Accessible.

Goal 2: Sayler Park Promotes Aging-Friendly Residential Projects

Goal 3: Sayler Park Expands Health Care and Emergency Related Services.

Sayler Park Secures – Safety and Nuisance Abatement

Goal 1: Ensure That Property and Personal Safety are a Top Priority

Goal 2: Foster an Environment Where Community Voices Can Be Heard and Participation in Neighborhood Safety, Property Maintenance and Cleanup is Encouraged.

THE FUTURE OF SAYLER PARK:

Sayler Park's goal is to retain its sense of place through the continuation of single-family residential and low-density commercial development that promotes walkability, pedestrian safety, recreation, and growth of local businesses. More detailed information can be found on pages 7-8 in the Plan document.

PLAN IMPLEMENTATION AND PRIORITIZATION:

Each of the Initiative Areas are outlined in spreadsheets (pages 39-46) putting the strategies in order of priority with potential partners and a timeline including Short-Term (1-3 years), Mid-Term (3-5 years) and Long-Term (5-10 years).

Examples of Short-Term priorities include: training for residents to enhance green and public spaces; hosting community educational, cultural, civic and other events to enrich the quality of life; enhancing social media communications; working with Mercy Health to ensure Sayler Park seniors are utilizing health care services; and create online communication tools in coordination with Sayler Park Village Council.

Examples of Mid-Term priorities include: creating and implementing a beautification plan along Route 50; preserve the Muddy Creek Corridor; review the pros and cons of establishing a Sayler Park Business District Association; extend the Sayler Park Community Learning Center to connect to a quality high school program; and encourage residents to get involved in block watch and citizens on patrol.

Examples of Long-Term priorities include: explore opportunities to locate a park and ride within Sayler Park; convert select apartments to senior living; and develop and implement a sustainable infrastructure plan with the Metropolitan Sewer District. More detailed information about all priorities can be found on pages 39-46 in the Plan document.

ADMINISTRATIVE AND NEIGHBORHOOD REVIEW:

The draft *Sayler Park Plan* has been posted on the Department of City Planning and Engagement's website since 2019. The draft *Sayler Park Plan* was presented to the Sayler Park Village Council on October 7, 2019, where they voted to support the Plan. Work on all neighborhood plans was temporarily put on hold during the COVID-19 pandemic in 2020.

The draft *Sayler Park Plan* was sent to all City Departments for review and feedback. An internal City staff meeting was held on February 13, 2020. Attendees included representatives from the Department of Community and Economic Development (DCED) and the Department of Transportation and Engineering (DOTE). There were no major concerns identified at the meeting and all in attendance supported the goals and strategies proposed.

CONSISTENCY WITH PLAN CINCINNATI:

The *Sayler Park Plan* is consistent with all five Initiative Areas of *Plan Cincinnati* (2012), specifically in the following areas:

Compete Initiative Area: Goal to “foster a climate conducive to growth, investment, stability, and opportunity” (page 103).

Connect Initiative Area: “Develop an efficient multi-modal transportation system that supports neighborhood vitality” (page 129).

Live Initiative Area: Goals to “build a robust public life” (page 149) and “create a more livable community” (page 156).

Sustain Initiative Area: Goals to “become a healthier Cincinnati” (page 181) and to “preserve our natural and built environment” (page 193).

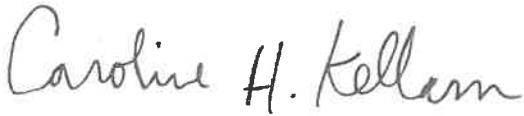
Collaborate Initiative Area: Goal to “Work in synergy with the Cincinnati community” (page 209).

RECOMMENDATION:

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

APPROVE the *Sayler Park Plan* as the area’s guiding comprehensive plan document in Sayler Park.

Respectfully submitted:



Caroline Hardy Kellam, Senior City Planner
Department of City Planning and Engagement

Approved:



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

Saylor Park Village Council
P.O. Box 33178
Cincinnati, Ohio 45233

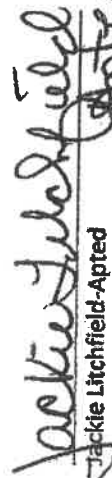
October 7, 2019


Saylor Park is a place where people find reasons to come together. Holiday celebrations with friends old and new, events supporting our schools, festivals in our parks, worship and celebration in our churches – these gatherings are the things that make our neighborhood a true community. So it seems fitting that we've come together once again to recognize and celebrate Saylor Park for all that is, and to plan for our future together.

The plans outlined in this booklet represent hours of hard work on the part of many dedicated community members. All who participated have offered their knowledge, passion, time, and talents to planning a future for Saylor Park that is worth looking forward to. This planning process has informed committed teams who are continuing the work of caring for and enhancing our beloved neighborhood.

The process of creating this plan has been a unique experience for our neighbors, but the continued teamwork that will see it through is a long-standing tradition in Saylor Park. Together, we'll create change that honors Saylor Park's history and improves life for those who choose to call this great place home. Thank you for joining us on this journey.


Sincerely,

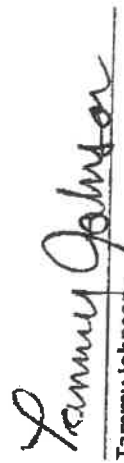

Jackie Litchfield-Apted
Saylor Park Village Council President
SP Plan Steering Committee Member


Donna Holtman
SP Plan Steering Committee Member



Sienna Condy
SP Plan Steering Committee Member


Jen Langdon
Saylor Park Village Council Vice President
SP Plan Steering Committee Member


Mike Johnson
SP Plan Steering Committee Member


Tammy Johnson
SP Plan Steering Committee Member


Ellen Gerard, Chair
SP Plan Steering Committee Chair


Sharon Sellet
SP Plan Steering Committee Member



DBS

BWL

RESOLUTION NO. _____ - 2021

APPROVING the *Sayler Park Plan* as the planning guide for the Sayler Park neighborhood.

WHEREAS, in 2017, the Sayler Park Village Council requested that the City of Cincinnati work with it, neighborhood residents, business owners, and other stakeholders to create the first comprehensive plan for the Sayler Park neighborhood; and

WHEREAS, over a three-year period, staff from the Department of City Planning and Engagement, members of the Sayler Park Village Council, and local stakeholders held a series of public meetings designed to identify neighborhood assets, redevelopment goals, challenges, and strategies to achieve the desired neighborhood quality of life and to supplement and further direct implementation of *Plan Cincinnati* (2012); and

WHEREAS, these efforts led to the creation of the *Sayler Park Plan* to serve as the guiding instrument for the development of the Sayler Park neighborhood; and

WHEREAS, the Sayler Park Village Council and community stakeholders desire for the *Sayler Park Plan* to be officially approved by the Council so that it may serve as the City of Cincinnati's official planning guide for the Sayler Park neighborhood; and

WHEREAS, the plan is consistent with the Strategies for all five Initiative Areas of *Plan Cincinnati* (2012), particularly the Compete Initiative Area goal to "[f]oster a climate conducive to growth, investment, stability, and opportunity" (page 102); the Connect Initiative Area goal to "[d]evelop an efficient multi-modal transportation system that supports neighborhood vitality" (page 129); the Live Initiative Area goal to "[d]evelop and maintain inviting and engaging public spaces to encourage social interaction between different types of people" (page 150); the Sustain Initiative Area goal to "[p]reserve our natural and built environment" (page 193); and the Collaborate Initiative Area goal to "[w]ork in synergy with the Cincinnati community" (page 210); and

WHEREAS, at its meeting on October 15, 2021, the City Planning Commission reviewed the *Sayler Park Plan* and recommended it for approval; and

WHEREAS, a committee of Council considered and approved the *Sayler Park Plan*, finding it in the interest of the public's health, safety, morals, and general welfare; and

WHEREAS, Council considers the *Sayler Park Plan* to be in the best interests of the City and the public's health, safety, morals, and general welfare; now, therefore,

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

Section 1. That the *Sayler Park Plan* is in furtherance of the goals, strategies, and visions of the City of Cincinnati and its comprehensive plan, *Plan Cincinnati* (2012).

Section 2. That the *Sayler Park Plan*, attached hereto as Exhibit "A" and incorporated by reference herein, is hereby approved.

Section 3. That this resolution be spread upon the minutes of Council and that a copy be sent to the Sayler Park Village Council at P.O. Box 33178, Cincinnati, OH 45233.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

November 17, 2021

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

Dear Members of Council:

We are transmitting herewith a Resolution captioned as follows:

APPROVING the *Sayler Park Plan* as the planning guide for the Sayler Park neighborhood.

Summary

The Sayler Park Village Council approached the Department of City Planning in 2017 to request the creation of a comprehensive plan for the Sayler Park neighborhood. Over a three-year period, City staff, members of the Sayler Park Village Council, and local stakeholders convened a series of public meetings designed to identify neighborhood assets, redevelopment goals, challenges, and strategies to achieve desired neighborhood quality of life and to supplement and further direct implementation of *Plan Cincinnati* (2012). The *Sayler Park Plan* was approved by the Sayler Park Village Council on October 7, 2019, and by the City Planning Commission on October 15, 2021, to serve as the City's official planning guide for the Sayler Park neighborhood. The *Sayler Park Plan* is consistent with the Compete, Connect, Live, Sustain and Collaborate Initiative Areas of *Plan Cincinnati* (2012).

The City Planning Commission unanimously recommended that City Council approve this item at their October 15, 2021, meeting.

Motion to Approve: Mr. Eby

Seconded: Mr. Smitherman

Ayes: Mr. Juech
Ms. McKinney
Mr. Smitherman
Mr. Samad
Ms. Sesler
Mr. Eby
Mr. Stallworth

THE CITY PLANNING COMMISSION



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

Date: November 17, 2021

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

202103099

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: 84189940980
PERMIT TYPE: STCK
CLASS: C1 C2 D6
NAME: SPEEDWAY LLC
DBA: SPEEDWAY #1547
5571 COLERAIN AV
CINCINNATI, OH 45239

As of today's date, the Department of Buildings & Inspections has declined comment with their investigation.

On September 27, 2021, Mt. Airy Town 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: November 19, 2021

Date: November 17, 2021

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

202103100

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: 84189940615
PERMIT TYPE: STCK
CLASS: C1 C2
NAME: SPEEDWAY LLC
DBA: SPEEDWAY 9581
124 E GALBRAITH RD
CINCINNATI, OH 45216

As of today's date, the Department of Buildings & Inspections has declined comment with their investigation.

On September 27, 2021, Hartwell Improvement 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: November 19, 2021

Date: November 17, 2021

To: Mayor and Members of City Council
From: Paula Boggs Muething, City Manager
Subject: **Liquor License – Temporary (F8)**

202103103

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: 9932398
PERMIT TYPE: TEMP
CLASS: F8
NAME: ZIEGLER PARK LLC
DBA: NONE LISTED
1322 SYCAMORE ST
BLOCKED AREA BY E 14TH ST BROADWAY ST SYCAMORE ST
E 13TH ST YUKON ST WOODWARD ST &
GOETZ ALLEY
CINCINNATI, OH 45202

On October 22, 2021 Pendleton 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: December 21, 2021

November 17, 2021

To: Mayor and Members of City Council 202103105
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance-Fifth Amendment to Contract with Reading Ohio

Attached is an Emergency Ordinance captioned:

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

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

The Administration recommends passage of this Emergency Ordinance.

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

EMERGENCY

City of Cincinnati

ALA

BWL

An Ordinance No. _____

- 2021

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

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

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

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

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

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the immediate need to execute the contract amendment to enable water service to continue under the terms of the existing contract beyond December 31, 2021.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

FIFTH AMENDMENT TO AGREEMENT
(provision of retail and wholesale water service to Reading)

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

RECITALS

- A. Cincinnati and Reading are parties to a certain *Contract* dated August 26, 1993 as amended by a *First Amendment to Contract* dated December 30, 1993, a *Second Amendment to Contract* dated May 13, 1996, a *Third Amendment to Contract* dated December 21, 2017, and a *Fourth Amendment to Contract* dated December 30, 2020 (as amended, the "*Contract*") for Cincinnati to provide retail and wholesale water to Reading.
- B. The Contract is currently set to expire on December 31, 2021.
- C. Cincinnati and Reading desire to extend the term of the Contract for an additional year until December 31, 2022. The parties intend to negotiate the terms of a new contract during the additional year.
- D. Execution of this Fifth Amendment was authorized by Cincinnati City Council Ordinance No. _____-2021, passed on _____, 2021 and by Reading City Council by Ordinance No. _____-2021, passed on _____, 2021.

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

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

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

City of Reading

By: _____
Patrick G. Ross, Safety Service Director

Date: _____, 2021

APPROVED FOR LEGAL SUFFICIENCY BY:

City of Reading, Law Director

[CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

RECOMMENDED BY GREATER CINCINNATI WATER WORKS:

Cathy B. Bailey, Director

APPROVED FOR LEGAL SUFFICIENCY BY:

Assistant City Solicitor

APPROVED BY CITY PURCHASING:

Bobbi Hageman, Chief Procurement Officer

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

Edgar DeVeyra, Interim Director

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

FIFTH AMENDMENT TO AGREEMENT
(provision of retail and wholesale water service to Reading)

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

RECITALS

- A. Cincinnati and Reading are parties to a certain *Contract* dated August 26, 1993 as amended by a *First Amendment to Contract* dated December 30, 1993, a *Second Amendment to Contract* dated May 13, 1996, a *Third Amendment to Contract* dated December 21, 2017, and a *Fourth Amendment to Contract* dated December 30, 2020 (as amended, the "*Contract*") for Cincinnati to provide retail and wholesale water to Reading.
- B. The Contract is currently set to expire on December 31, 2021.
- C. Cincinnati and Reading desire to extend the term of the Contract for an additional year until December 31, 2022. The parties intend to negotiate the terms of a new contract during the additional year.
- D. Execution of this Fifth Amendment was authorized by Cincinnati City Council Ordinance No. _____ - 2021, passed on _____, 2021 and by Reading City Council by Ordinance No. _____ - 2021, passed on _____, 2021.

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

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

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

City of Reading

By: _____
Patrick G. Ross, Safety Service Director

Date: _____, 2021

APPROVED FOR LEGAL SUFFICIENCY BY:

City of Reading, Law Director

[CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

RECOMMENDED BY GREATER CINCINNATI WATER WORKS:

Cathy B. Bailey, Director

APPROVED FOR LEGAL SUFFICIENCY BY:

Assistant City Solicitor

APPROVED BY CITY PURCHASING:

Bobbi Hageman, Chief Procurement Officer

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

Edgar DeVeyra, Interim Director

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

November 17, 2021

To: Mayor and Members of City Council 202103106
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance-Water Service Agreement with Village of Glendale

Attached is an Emergency Ordinance captioned:

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

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

The Administration recommends passage of this Emergency Ordinance.

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

EMERGENCY

City of Cincinnati

ALA

BWG

An Ordinance No. _____

- 2021

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

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

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

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

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

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to execute the Agreement to enable the City to continue to provide water

service to the Village of Glendale, Ohio beyond the December 31, 2021 expiration date of the current contract.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A

Cincinnati Contract no. _____

WATER SERVICE AGREEMENT

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

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

RECITALS

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (GCWW), a municipal water utility that supplies water to its inhabitants, and is empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City council.
- B. Glendale owns and operates the Glendale Water Works, a municipal water utility that supplies water to its inhabitants and is empowered pursuant to Ohio Constitution Article XVIII, Section 4 to contract to purchase water to be supplied to its inhabitants.
- C. Since 1958, Cincinnati has provided surplus water to Glendale, most recently pursuant to a *Water Service Contract* between the parties dated June 17, 1997, as amended by a *First Amendment* dated July 26, 2006, a *Second Amendment* dated December 20, 2017, and a *Third Amendment* dated December 23, 2020 ("**1997 Agreement**"), which will expire December 31, 2021.
- D. Under the 1997 Agreement, Cincinnati agreed to provide Glendale with standby water service as well as retail water service to the Glendale Elementary School.
- E. The parties desire to enter into this new Agreement for Cincinnati to continue to provide surplus water service to Glendale on the terms and conditions provided herein.
- F. This Agreement is authorized by Glendale Village Council Ordinance no. _____ dated _____ and Cincinnati City Council Ordinance no. _____ dated _____.

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

1. **TERM.** The term (“Term”) of this Agreement shall commence on the Effective Date and continue until December 31, 2050. This Agreement may be terminated by either party upon one hundred and eighty (180) days prior written notice to the other party. The 1997 Agreement shall terminate effective as of the Effective Date.

2. **DEFINITIONS.** Except as otherwise expressly indicated in this Agreement, the terms herein shall have the meaning defined in this Section 2.

A. Cincinnati Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cincinnati for itself, its inhabitants, and for all other areas served by Cincinnati, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

B. Glendale Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Glendale for itself, its inhabitants, and for all other areas served by Glendale, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

C. Cincinnati Rules and Regulations shall mean the ordinances (including relevant portions of the Cincinnati Municipal Code), laws, standards, specifications, rules, and regulations governing the Cincinnati Water Works.

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

4. **APPLICABLE LAWS.** Except as otherwise expressly provided herein, the parties agree that the Cincinnati Rules and Regulations (as may be modified by Cincinnati from time to time) shall apply to and be enforceable as to all aspects of Cincinnati’s water service to Glendale under this Agreement, including but not limited to billing and ownership and maintenance of facilities and appurtenances to the water system. Cincinnati shall apply the Cincinnati Rules and Regulations no differently as to Glendale as to within the City of Cincinnati, except as expressly provided herein. The Cincinnati Water System is subject to strict federal, state and local regulations regarding water quality and water treatment practices. Cincinnati is ultimately responsible for water quality of and shall have sole discretion to manage the Cincinnati Water System to ensure compliance with these requirements, and to protect health, lives, and property including, but not limited to decisions as to capital improvements and their replacement associated with the quality

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

5. STANDBY WATER SERVICE

A. Standby Service. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, following Glendale prior notification to Cincinnati as provided below, Cincinnati will make best efforts to furnish standby water service to Glendale on a temporary basis through the Connections (as defined herein) for the following needs and no others:

- i. Emergency Use. Glendale shall obtain prior verbal approval from GCWW Distribution Dispatch at (513)591-7700 (24 hour) to operate the Connections to access emergency standby water. Within 24 hours of verbal approval, Glendale shall provide written notice to the GCWW Director of the reason for and extent of use of emergency standby water. For purposes of this section, an "Emergency" shall be defined as any situation arising from fire, flood, storm, water main break or other malfunction or breakdown of a water system or unpotable condition of water in a water system, or a similar emergency condition causing an immediate threat to the life, health, property or normal business of the customers served by the water system experiencing the emergency. The parties agree that inadequate water supply due to inadequate facilities and/or high seasonal demand shall not be considered an emergency.
- ii. Non-Emergency Use. Glendale may request to purchase surplus water for non-emergency purposes, such as system maintenance, which shall only be accessed with the prior written approval of GCWW.

B. Connections. There are three existing connections for surplus water delivery between the Cincinnati Water System and the Glendale Water System located at Springfield Pike, Congress Ave and East Sharon Road (including any connections installed in the future, the "Connections").

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

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

6. RETAIL WATER SERVICE

- A. Service to Glendale Elementary School. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, Cincinnati will provide retail water service to the Glendale Elementary School property located at 930 Congress Avenue and all parcels assigned to this address in the Village of Glendale ("Retail Area"). The retail water service provided in this section shall not be used for any uses outside of the Service Area. No other retail water service shall be furnished by Cincinnati within the corporate limits of the Glendale unless authorized by an amendment to this Agreement.
- B. Obligation of Owners of Property Served. Any owner of the real property supplied retail water services under this Agreement, shall be considered as accepting and being subject to : 1) the provisions of this Agreement, as may be amended from time to time, 2) the applicability and enforcement of the Cincinnati Rules and Regulations, and 3) liability for all water service charges for such premises, whether the accounts for such premises are carried in the name of such owner or in the name of tenants or other persons.
- C. Billing and Collecting. In connection with retail water service under this Agreement, Cincinnati will read all meters; print, deliver (by mail or otherwise) and collect payment of bills and charges, and audit accounts as to each property.

7. **COMPENSATION**. From time to time, Cincinnati City Council shall fix by ordinance the charges for water supplied to political jurisdictions and to retail customers in the City of Cincinnati. Nothing in this Agreement shall limit in any way Cincinnati's right to establish rates for water supplied to customers in Cincinnati. During the Term, the rates for service under this agreement shall be as follows:

- A. Standby Water. Glendale shall pay for emergency and non-emergency standby water at rates for water used by political subdivisions (currently Cincinnati Municipal Code 401-81 "Political Subdivision Rates") as fixed by ordinance of the Council of Cincinnati from time to time. The current rates for 2022 and 2023 are:

Period	Political Subdivision rate
Winter (Jan-May & Nov-Dec 2022)	\$3.27/ccf
Summer (May - Oct 2022)	\$3.89/ccf

Winter (Jan-May & Nov-Dec 2023)	\$3.45/ccf
Summer (May - Oct 2023)	\$4.11/ccf

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

- A. **Retail Water Service.** Notwithstanding any other provisions in this Agreement, the rate charged to the retail customers under this agreement shall be fixed at 1.25 times ("**Rate Differential**") the rate charged to customers in the City of Cincinnati pursuant to the Cincinnati Rules and Regulations as may be amended from time to time. The Parties agree that the Rate Differential established by this Section 6(C) has been set by agreement, in consideration of the mutual promises set forth herein. No Party shall claim or contend, in any court, arbitration, or other dispute resolution forum, based on any statute or otherwise, that the rate established by this Agreement is improper or the product of non-acceptable methodology, and the Parties hereby waive any such rights and covenant not to bring any such claim. Billing and collection of retail water service customers (including, but not limited to meter reading, billing, collection, auditing, and appeals) shall be in accordance with the Cincinnati Rules and Regulations and other procedures, which shall operate no differently for persons located in Glendale than for those located in the City of Cincinnati.

8. **RIGHT TO USE.** Cincinnati, its successors and assigns as to the ownership of the Cincinnati Water System, shall have the right to use all existing easements and rights-of-way within the Village of Glendale for construction, operation, maintenance, repair, and replacement of existing GCWW water mains and other appurtenances (including public water service branches), which right shall not be terminated as long as Cincinnati, its successor or assigns are furnishing water to Glendale or through Glendale to other areas of the GCWW Water System. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights of Cincinnati may have to lay water mains in the streets of the Village of Glendale without Glendale's consent, for the purpose of furnishing water to consumers in the GCWW Water System.

9. **FURNISHING OF DETAILED DRAWINGS.** Glendale shall furnish to Cincinnati reproducible, detailed drawings showing the location of all pipes, special castings, valves and fire hydrants installed under their responsibility in connection with this Agreement.

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

11. NOTICES

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

To the Cincinnati:

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

To Glendale:

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

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

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

13. GENERAL PROVISIONS

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

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

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

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

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

VILLAGE OF GLENDALE

By: _____

Donald Lofty, Mayor

Date: _____

RECOMMENDED BY:

David Lumsden, Village Administrator

APPROVED AS TO FORM BY:

Glendale Village Solicitor

[CITY OF CINCINNATI SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI

By: _____

Paula Boggs Muething,
City Manager

Date: _____, 2020

RECOMMENDED BY:

Cathy B. Bailey, Director
Greater Cincinnati Water Works

APPROVED BY DEPARTMENT OF
ECONOMIC INCLUSION:

Edgar DeVeyra, Interim Director

APPROVED AS TO FORM BY:

Assistant City Solicitor

CITY PURCHASING APPROVAL BY:

Bobbi Hageman,
Chief Procurement Officer

CERTIFICATION OF FUNDS:

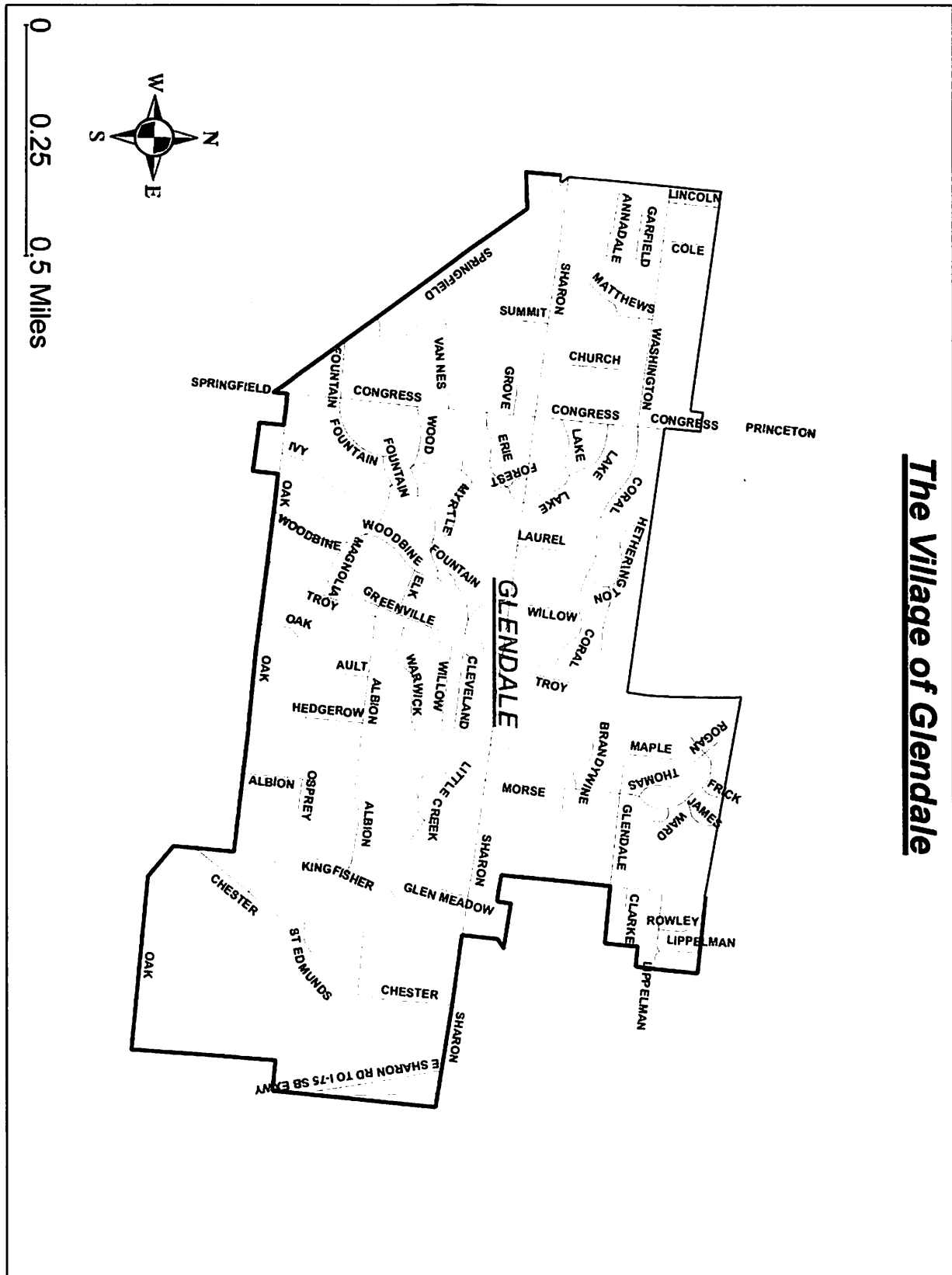
Date: _____

Funding: _____

Amount: _____

Karen Alder, Cincinnati Finance Director

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



The Village of Glendale

WATER SERVICE AGREEMENT

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

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

RECITALS

- A. Cincinnati owns and operates the Greater Cincinnati Water Works (GCWW), a municipal water utility that supplies water to its inhabitants, and is empowered pursuant to Ohio Constitution Article XVIII, Section 6 and Cincinnati City Charter Article IV, Section 9 to sell and deliver surplus water outside of the Cincinnati city limits as may be authorized by Cincinnati City council.
- B. Glendale owns and operates the Glendale Water Works, a municipal water utility that supplies water to its inhabitants and is empowered pursuant to Ohio Constitution Article XVIII, Section 4 to contract to purchase water to be supplied to its inhabitants.
- C. Since 1958, Cincinnati has provided surplus water to Glendale, most recently pursuant to a *Water Service Contract* between the parties dated June 17, 1997, as amended by a *First Amendment* dated July 26, 2006, a *Second Amendment* dated December 20, 2017, and a *Third Amendment* dated December 23, 2020 ("**1997 Agreement**"), which will expire December 31, 2021.
- D. Under the 1997 Agreement, Cincinnati agreed to provide Glendale with standby water service as well as retail water service to the Glendale Elementary School.
- E. The parties desire to enter into this new Agreement for Cincinnati to continue to provide surplus water service to Glendale on the terms and conditions provided herein.
- F. This Agreement is authorized by Glendale Village Council Ordinance no. _____ dated _____ and Cincinnati City Council Ordinance no. _____ dated _____.

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

1. **TERM.** The term (“**Term**”) of this Agreement shall commence on the Effective Date and continue until December 31, 2050. This Agreement may be terminated by either party upon one hundred and eighty (180) days prior written notice to the other party. The 1997 Agreement shall terminate effective as of the Effective Date.

2. **DEFINITIONS.** Except as otherwise expressly indicated in this Agreement, the terms herein shall have the meaning defined in this Section 2.

A. Cincinnati Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Cincinnati for itself, its inhabitants, and for all other areas served by Cincinnati, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

B. Glendale Water System shall mean the water supply, production, treatment, transmission, storage, distribution, and related facilities owned and/or operated by Glendale for itself, its inhabitants, and for all other areas served by Glendale, in accordance with powers conferred upon municipalities by the Constitution and the laws of the State of Ohio.

C. Cincinnati Rules and Regulations shall mean the ordinances (including relevant portions of the Cincinnati Municipal Code), laws, standards, specifications, rules, and regulations governing the Cincinnati Water Works.

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

4. **APPLICABLE LAWS.** Except as otherwise expressly provided herein, the parties agree that the Cincinnati Rules and Regulations (as may be modified by Cincinnati from time to time) shall apply to and be enforceable as to all aspects of Cincinnati’s water service to Glendale under this Agreement, including but not limited to billing and ownership and maintenance of facilities and appurtenances to the water system. Cincinnati shall apply the Cincinnati Rules and Regulations no differently as to Glendale as to within the City of Cincinnati, except as expressly provided herein. The Cincinnati Water System is subject to strict federal, state and local regulations regarding water quality and water treatment practices. Cincinnati is ultimately responsible for water quality of and shall have sole discretion to manage the Cincinnati Water System to ensure compliance with these requirements, and to protect health, lives, and property including, but not limited to decisions as to capital improvements and their replacement associated with the quality

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

5. **STANDBY WATER SERVICE**

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

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

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

6. **RETAIL WATER SERVICE**

- A. Service to Glendale Elementary School. Provided that the Cincinnati Water System has available surplus water as provided in Section 3 hereof, Cincinnati will provide retail water service to the Glendale Elementary School property located at 930 Congress Avenue and all parcels assigned to this address in the Village of Glendale ("**Retail Area**"). The retail water service provided in this section shall not be used for any uses outside of the Service Area. No other retail water service shall be furnished by Cincinnati within the corporate limits of the Glendale unless authorized by an amendment to this Agreement.
- B. Obligation of Owners of Property Served. Any owner of the real property supplied retail water services under this Agreement, shall be considered as accepting and being subject to : 1) the provisions of this Agreement, as may be amended from time to time, 2) the applicability and enforcement of the Cincinnati Rules and Regulations, and 3) liability for all water service charges for such premises, whether the accounts for such premises are carried in the name of such owner or in the name of tenants or other persons.
- C. Billing and Collecting. In connection with retail water service under this Agreement, Cincinnati will read all meters; print, deliver (by mail or otherwise) and collect payment of bills and charges, and audit accounts as to each property.

7. **COMPENSATION**. From time to time, Cincinnati City Council shall fix by ordinance the charges for water supplied to political jurisdictions and to retail customers in the City of Cincinnati. Nothing in this Agreement shall limit in any way Cincinnati's right to establish rates for water supplied to customers in Cincinnati. During the Term, the rates for service under this agreement shall be as follows:

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- A. **Retail Water Service.** Notwithstanding any other provisions in this Agreement, the rate charged to the retail customers under this agreement shall be fixed at 1.25 times (“**Rate Differential**”) the rate charged to customers in the City of Cincinnati pursuant to the Cincinnati Rules and Regulations as may be amended from time to time. The Parties agree that the Rate Differential established by this Section 6(C) has been set by agreement, in consideration of the mutual promises set forth herein. No Party shall claim or contend, in any court, arbitration, or other dispute resolution forum, based on any statute or otherwise, that the rate established by this Agreement is improper or the product of non-acceptable methodology, and the Parties hereby waive any such rights and covenant not to bring any such claim. Billing and collection of retail water service customers (including, but not limited to meter reading, billing, collection, auditing, and appeals) shall be in accordance with the Cincinnati Rules and Regulations and other procedures, which shall operate no differently for persons located in Glendale than for those located in the City of Cincinnati.

8. **RIGHT TO USE.** Cincinnati, its successors and assigns as to the ownership of the Cincinnati Water System, shall have the right to use all existing easements and rights-of-way within the Village of Glendale for construction, operation, maintenance, repair, and replacement of existing GCWW water mains and other appurtenances (including public water service branches), which right shall not be terminated as long as Cincinnati, its successor or assigns are furnishing water to Glendale or through Glendale to other areas of the GCWW Water System. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive any rights of Cincinnati may have to lay water mains in the streets of the Village of Glendale without Glendale’s consent, for the purpose of furnishing water to consumers in the GCWW Water System.

9. **FURNISHING OF DETAILED DRAWINGS.** Glendale shall furnish to Cincinnati reproducible, detailed drawings showing the location of all pipes, special castings, valves and fire hydrants installed under their responsibility in connection with this Agreement.

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

11. NOTICES

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

To the Cincinnati:

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

To Glendale:

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

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

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

13. GENERAL PROVISIONS

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

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

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

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

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

VILLAGE OF GLENDALE

By: _____

Donald Lofty, Mayor

Date: _____

RECOMMENDED BY:

David Lumsden, Village Administrator

APPROVED AS TO FORM BY:

Glendale Village Solicitor

[CITY OF CINCINNATI SIGNATURE PAGES FOLLOW]

CITY OF CINCINNATI

By: _____

Paula Boggs Muething,
City Manager

Date: _____, 2020

RECOMMENDED BY:

APPROVED BY DEPARTMENT OF
ECONOMIC INCLUSION:

Cathy B. Bailey, Director
Greater Cincinnati Water Works

Edgar DeVeyra, Interim Director

APPROVED AS TO FORM BY:

CITY PURCHASING APPROVAL BY:

Assistant City Solicitor

Bobbi Hageman,
Chief Procurement Officer

CERTIFICATION OF FUNDS:

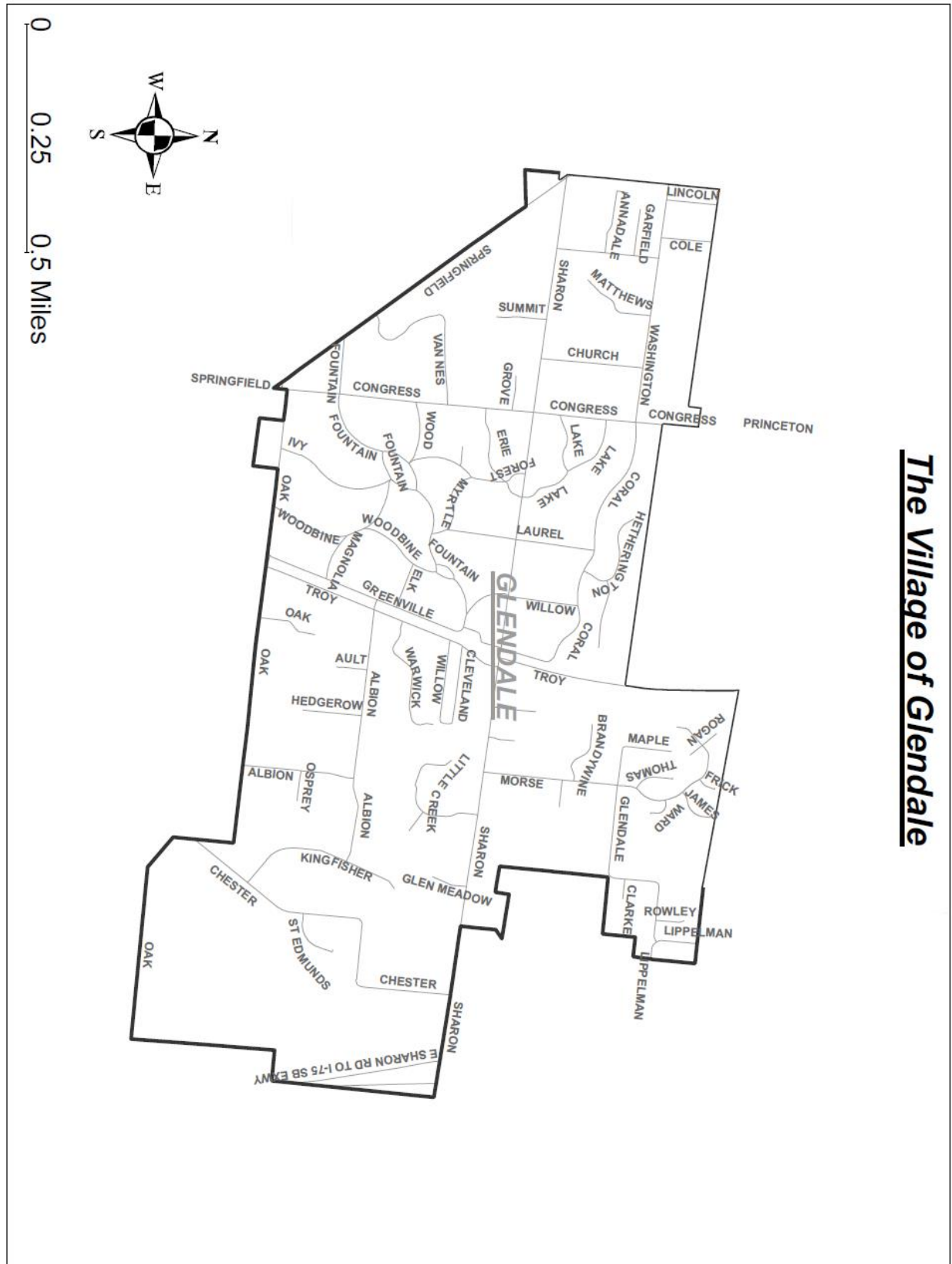
Date: _____

Funding: _____

Amount: _____

Karen Alder, Cincinnati Finance Director

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



November 17, 2021

To: Mayor and Members of City Council 202103107

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance-Seventh Amendment to Water Contract with the Village of Addyston, Ohio

Attached is an Emergency Ordinance captioned:

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

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

The Administration recommends passage of this Emergency Ordinance.

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

EMERGENCY

City of Cincinnati

An Ordinance No. _____

ALA

BWB

- 2021

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

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

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

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

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

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

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the

emergency is the immediate need to execute the contract amendment to enable water service to continue under the terms of the existing contract beyond December 31, 2021.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

SEVENTH AMENDMENT to WATER CONTRACT

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

RECITALS

- A. Cincinnati and Addyston are parties to a certain *Water Contract* dated February 16, 1984, as amended by a *Supplement to Water Contract* dated February 14, 1989, a *Second Supplement to Water Contract* dated August 11, 1993, a *Third Supplement to Agreement* dated December 7, 1993, a *Fourth Amendment to the Addyston Water Contract* dated January 18, 2006, a *Fifth Amendment to Addyston Water Contract* dated December 21, 2017, and a *Sixth Amendment to Water Contract* dated December 30, 2020 (as amended, the "**Contract**"), for the provision of standby emergency water service and for provision of retail service to specified areas of Addyston.
- B. The Contract is currently set to expire on December 31, 2021.
- C. Cincinnati and Addyston desire to extend the term of the Contract for an additional year until December 31, 2022. The parties intend to negotiate a new water service contract during this additional year.
- D. Execution of this Seventh Amendment was authorized by Cincinnati City Council Ordinance No. _____ - 2021, passed on _____, 2021 and by Addyston City Council Ordinance No. _____ - 2021, passed on _____, 2021.

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

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

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

VILLAGE OF ADDYSTON

By: _____

Mayor Lisa Mear

Date: _____ 2021

Approved as to form by:

Village of Addyston, Law Director

[CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

By: _____
Paula Boggs Muething, City Manager

Date: _____, 2021

RECOMMENDED BY GREATER CINCINNATI :
WATER WORKS:

Cathy B. Bailey, Director

APPROVED FOR LEGAL SUFFICIENCY BY:

Assistant City Solicitor

APPROVED BY CITY PURCHASING:

Bobbi Hageman, Chief Procurement Officer

APPROVED BY DEPARTMENT OF ECONOMIC INCLUSION:

Edgar DeVeyra, Interim Director

CERTIFICATION OF FUNDS:

Date: _____

Funding: _____

Amount: _____

Karen Alder, Finance Director

November 17, 2021


To: Mayor and Members of City Council 202103108
From: Paula Boggs Muething, City Manager
Subject: Ordinance to Amend CMC 401-81

Attached is an Ordinance captioned:

MODIFYING Section 401-81, "Charges to Political Subdivisions," of Chapter 401, "Water Works," of the Cincinnati Municipal Code to clarify the months during which the Summer rate and Winter Rate for charges to political subdivisions are applicable.

Greater Cincinnati Water Works (GCWW) maintains standby water connections with a number of local governments that have their own water systems allowing these jurisdictions to purchase water from GCWW at the rates provided in Cincinnati Municipal Code (CMC) Section 401-81 when there is an emergency or when they are servicing their system. This ordinance clarifies the months during which the Summer rate and Winter rate applies for these local government water purchases.

The Administration recommends passage of this Ordinance.

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

City of Cincinnati

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An Ordinance No. _____

- 2021

MODIFYING Section 401-81, "Charges to Political Subdivisions," of Chapter 401, "Water Works," of the Cincinnati Municipal Code to clarify the months during which the Summer rate and Winter rate for charges to political subdivisions are applicable.

WHEREAS, City Council approved Ordinance No. 248-2021 on June 23, 2021 to amend Section 401-81, "Charges to Political Subdivisions," of the Cincinnati Municipal Code ("CMC"), which establishes the rates charged to local governments for emergency or other occasional use of water from the Greater Cincinnati Water Works System; and

WHEREAS, the language of CMC Section 401-81 as amended by Ordinance No. 248-2021 provides a Summer rate and a Winter rate but does not indicate which months are defined as "Summer" months and "Winter" months; now, therefore,

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

Section 1. That Section 401-81, "Charges to Political Subdivisions," of Chapter 401, "Water Works," of the Cincinnati Municipal Code is hereby amended to read as follows:

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

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

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

The charges to political subdivisions in the above table shall be effective from January 1 through December 31 of each of the above listed years. The Winter rate shall apply during the months of January-April and November-December of the listed year. The Summer rate shall apply during the months of May-October of the listed year.

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

Section 2. That the proper City officials are authorized to carry out the terms of Sections 1 through 2 herein.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough.

November 17, 2021
202103110

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Ordinance – Public Services: Appropriation of Obsolete Fleet Sales and Subrogation Proceeds

Attached is an Ordinance captioned:

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

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

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

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

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

The Administration recommends passage of this Ordinance.

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



Attachment



City of Cincinnati

CFG

BWB

An Ordinance No. _____

- 2021

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

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

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

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

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

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

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

Section 2. That the transfer and appropriation of the sum of \$705,482.97 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to newly established capital improvement program project account no. 980x981x222532, "Fleet Replacements -- Obsolete," is hereby authorized.

Section 3. That Council hereby authorizes the establishment of capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," for the purpose of acquiring automotive maintenance equipment necessary to support Fleet Services Maintenance operations.

Section 4. That the transfer and appropriation of the sum of \$100,000 from the unappropriated surplus of Miscellaneous Permanent Improvement Fund 757 to capital improvement program project account no. 980x256x222533, "Fleet Services Maintenance Equipment," is hereby authorized.

Section 5. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 4 herein.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

November 17, 2021

To: Mayor and Members of City Council 202103111

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Parks: Ohio Department of Natural Resources (ODNR) Canopy Restoration Grant**

Attached is an Emergency Ordinance captioned:

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

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

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

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

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

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

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

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

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

The Administration recommends passage of this Emergency Ordinance.

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

Attachment





EMERGENCY

City of Cincinnati

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AWB

An Ordinance No. _____

-2021

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

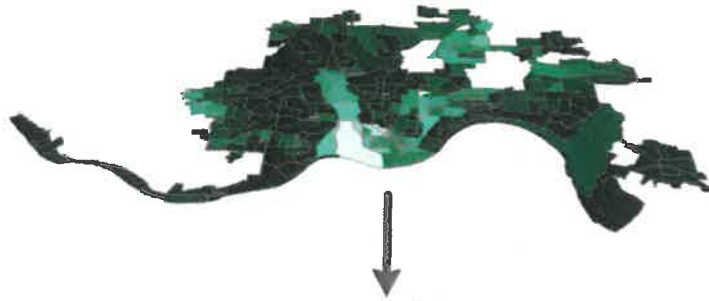
Passed: _____, 2021

John Cranley, Mayor

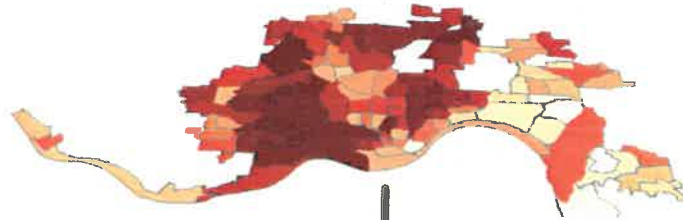
Attest: _____
Clerk

City of Cincinnati Tree Canopy Evaluation Criteria

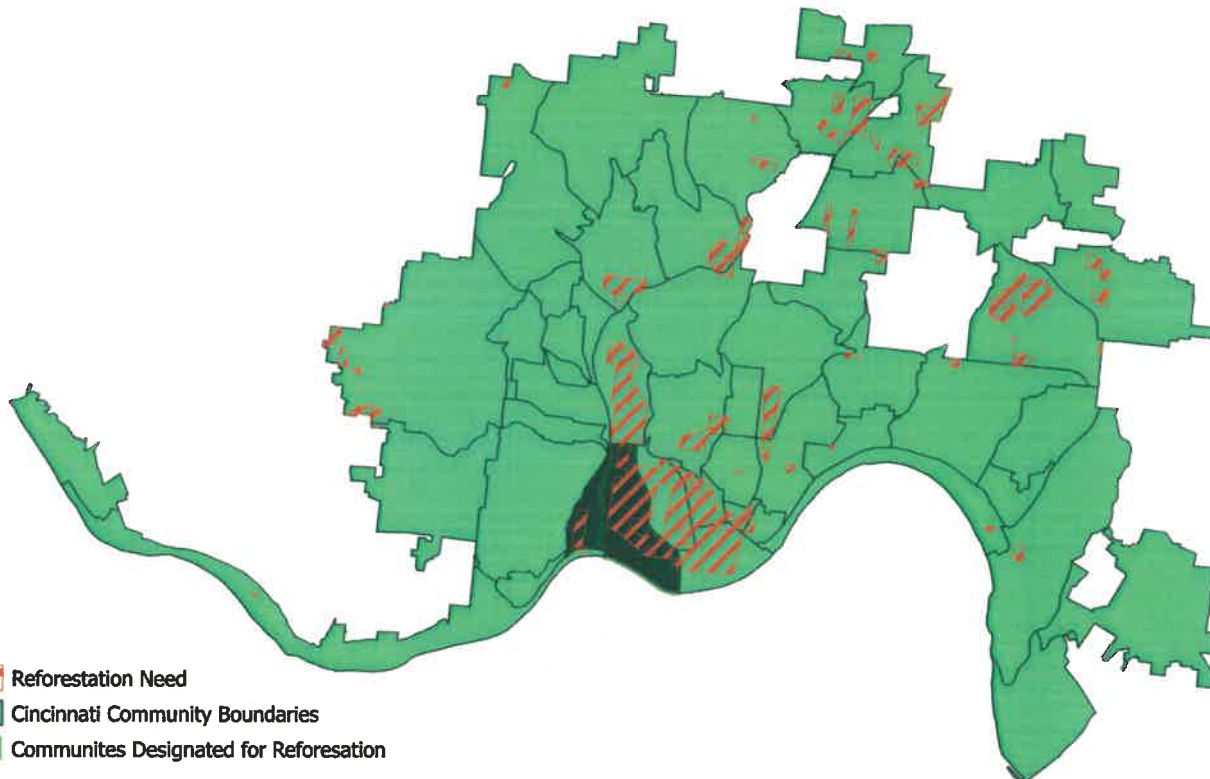
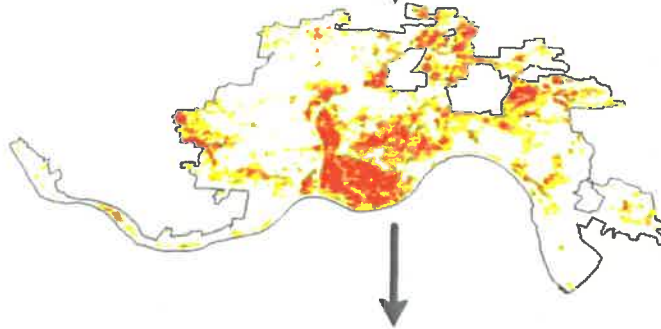
**Selected Tree Index
Score less than 95%**



**Selected Social
Vulnerability Index
Score less than 70%**



**Selected Heat Variable
Index Greater than 3.**



-  Reforestation Need
-  Cincinnati Community Boundaries
-  Communities Designated for Reforestation

November 17, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager 202103112

Subject: **TAX INCREMENT FINANCING (TIF) EXEMPTION FOR 3RD AND
MAIN HOTEL DEVELOPMENT**

Attached is an Emergency Ordinance captioned as follows:

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

BACKGROUND/CURRENT CONDITIONS

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

DEVELOPER INFORMATION

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

PROJECT DESCRIPTION

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

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

PROPOSED INCENTIVE

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

PROJECT TEAM & TIMELINE

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

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

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

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

RECOMMENDATION

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

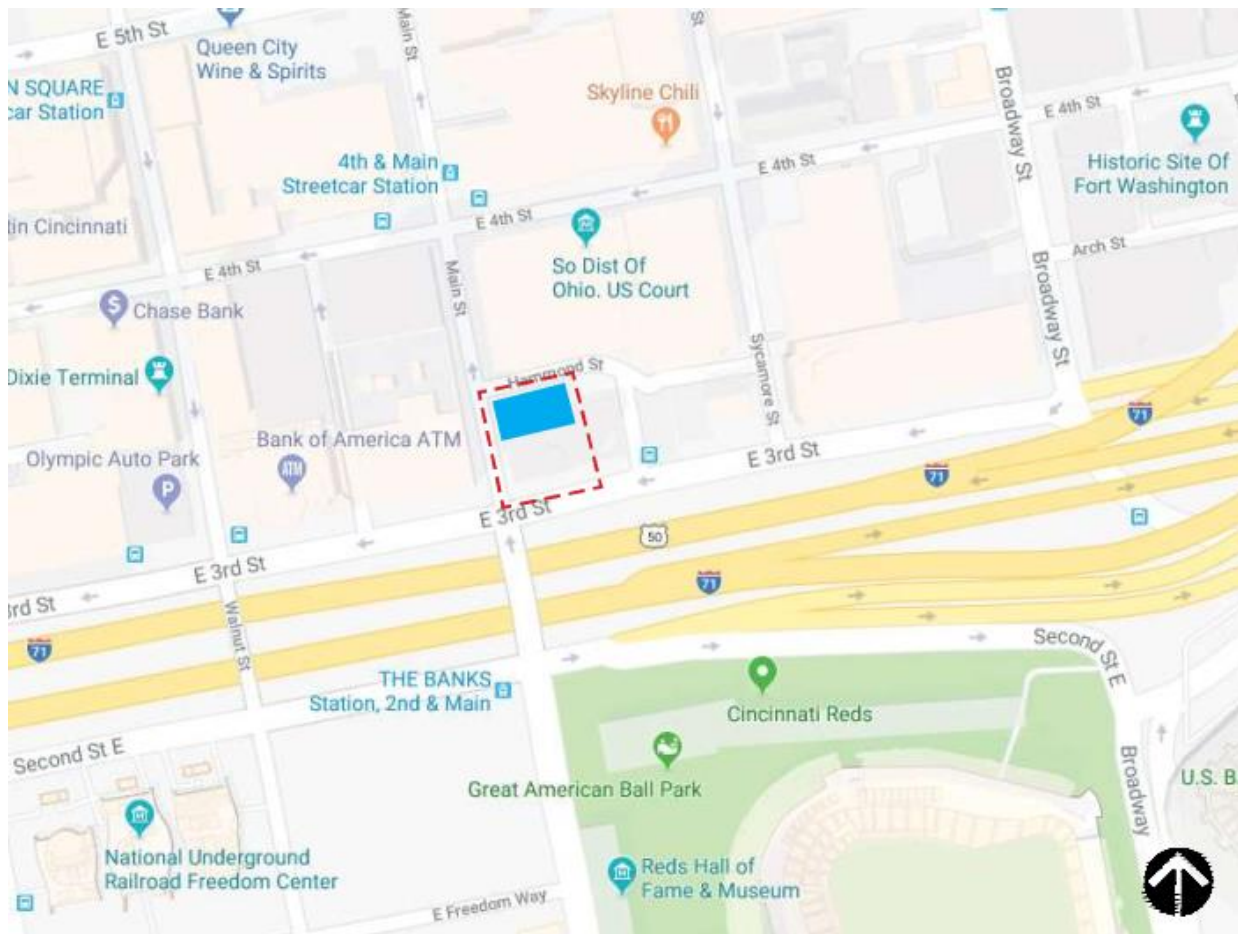
Attachment: A. Property location and photographs

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

Attachment A: Location and Concept Plan



308-316 Main Street



EMERGENCY

City of Cincinnati

SSB

BWL

An Ordinance No. _____

- 2021

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

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

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

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

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

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

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

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

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

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

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

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

the *First Amendment to Development Agreement* (the “Service Agreement,” and, as amended, the “Development Agreement,” respectively).

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

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

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

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

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

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

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

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

ATTACHMENT A
to Ordinance

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

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

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

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

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

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

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

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

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

ATTACHMENT A
to Ordinance

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

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

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

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

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

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

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

November 17, 2021

To: Mayor and Members of City Council 202103113

From: Paula Boggs Muething, City Manager

Subject: **ORDINANCE – TIF PRIORITY FOR 3rd & MAIN HOTEL DEVELOPMENT**

Attached is an Ordinance captioned as follows:

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

BACKGROUND

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

PROJECT DESCRIPTION

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

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

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

RECOMMENDATION

The Administration recommends passage of this Ordinance.

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

City of Cincinnati

SSB

AWB

An Ordinance No. _____ - 2021

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

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

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

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

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

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

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

purpose and exempt pursuant to Section 5709.41 of the Ohio Revised Code, shall have priority over (b) the exemption granted by Ordinance No. 412-2002, passed on December 18, 2002, as subsequently amended, which created the District 2-Downtown South/Riverfront District Incentive District, and declared certain improvements to parcels therein to be exempt from real property taxation pursuant to Section 5709.40(C) of the Ohio Revised Code.

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

Section 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

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

ATTACHMENT A
to Ordinance

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

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

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

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

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

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

ATTACHMENT A
to Ordinance

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

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November 10, 2021

To: Mayor and Members of City Council 202103073

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – DCED: The Barrister Affordable Housing Project – TIF Project**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of new capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” for the purpose of providing resources for the Barrister Project, an affordable Low-Income Housing Tax Credit housing development located in Downtown Cincinnati; **AUTHORIZING** the transfer and appropriation of \$945,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 to newly established capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” to provide resources for construction and development costs associated with the Barrister Project housing development; and further **DECLARING** that expenditures from capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” will serve a public purpose because the project will create additional affordable housing in Downtown Cincinnati.

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” for the purpose of providing resources for the Barrister Project, an affordable Low-Income Housing Tax Credit (LIHTC) housing development located in Downtown Cincinnati. Approval of this Emergency Ordinance also authorizes the transfer and appropriation of \$945,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 to newly established capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” to provide resources for construction and development costs associated with the Barrister Project housing development. Finally, the Emergency Ordinance will declare that expenditures from capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” will serve a public purpose because the project will create additional affordable housing in Downtown Cincinnati.

Downtown Cincinnati is currently experiencing substantial development activity, creating a significant need for quality affordable housing. The Barrister Project will result in the renovation of two adjacent, historic, vacant buildings located at 214 and 216 East 9th Street. All residential units will serve households earning no more than

sixty percent of the area median income, as established by the United States Department of Housing and Urban Development (HUD). The residential units will include six studios, six one-bedroom units, twenty-four two-bedroom units, and eight three-bedroom units. This project will also result in 2,000 square feet of street level commercial space.

The sum of \$900,000 will be allocated for housing construction costs, and \$45,000 will be allocated for project delivery costs.

The City hosted a Community Engagement Meeting on October 19, 2021, regarding this project. All attendees were given the opportunity to speak and most expressed curiosity and support for the Barrister Project. The developers also engaged the Downtown Residents Council, who provided two letters of support for the use of the Downtown/OTR East Equivalent Fund 483 resources for this project. Both letters are attached.

The creation and funding of capital improvement program project account no. 980x162x221604, "Barrister Affordable Housing Project - TIF" is in accordance with Ordinance No. 0206-2020, which designates 25% of payments in lieu of taxes in the Tax Increment Financing (TIF) districts to affordable housing.

The developers, Urban Sites and Over-The-Rhine Community Housing, wish to include this gap financing in their applications for Ohio Housing Finance Agency low-income housing tax credits, which has a deadline of January 2022 for submission of full funding commitment for the credits.

The Barrister Project is in accordance with the "Live" goal to "Provide a full spectrum of housing options, and improve housing quality and affordability" as described on pages 164-177 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to allow the developers to include gap financing in their application for Ohio Housing Finance Agency low-income housing tax credits, which has a deadline of January 2022 for submission of applications for full funding commitment for the credits.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

CFG

-2021

AUTHORIZING the establishment of new capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” for the purpose of providing resources for the Barrister Project, an affordable Low-Income Housing Tax Credit housing development located in Downtown Cincinnati; **AUTHORIZING** the transfer and appropriation of \$945,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 to newly established capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” to provide resources for construction and development costs associated with the Barrister Project housing development; and further **DECLARING** that expenditures from capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” will serve a public purpose because the project will create additional affordable housing in Downtown Cincinnati.

WHEREAS, Downtown Cincinnati is currently experiencing substantial development activity, creating a significant need for quality affordable housing; and

WHEREAS, the Barrister Project, located at 214 and 216 East 9th Street, will result in the renovation of two adjacent vacant, historic buildings into a mixed-use development containing approximately 2,000 square feet of street level commercial space and a total of forty-four units of quality affordable housing for households earning no more than sixty percent of the area median income, as established by the U.S. Department of Housing and Urban Development; and

WHEREAS, the residential units will include six studios, six one-bedroom units, twenty-four two-bedroom units, and eight three-bedroom units; and

WHEREAS, the sum of \$900,000 will be allocated for construction costs, and \$45,000 will be allocated for project delivery costs; and

WHEREAS, the developers have secured the support of the Downtown Residents Council for the Barrister Project; and

WHEREAS, the City’s creation and funding of capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” is in accordance with Ordinance No. 0206-2020, which designates 25% of payments in lieu of taxes in the Tax Increment Financing (TIF) districts to be used for affordable housing; and

WHEREAS, the developers, Urban Sites and Over-The-Rhine Community Housing, wish to include this gap financing in their application for Ohio Housing Finance Agency low-income housing tax credits, which has a deadline of January 2022 for submission of full funding commitment for the credits; and

WHEREAS, the Barrister Project is in accordance with the “Live” goal to “[p]rovide a full spectrum of housing options, and improve housing quality and affordability” as described on pages 164-177 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That new capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” is hereby established for the purpose of providing resources for the Barrister Project, an affordable Low-Income Housing Tax Credit housing development located in Downtown Cincinnati.

Section 2. That the transfer and appropriation of the sum of \$945,000 from the unappropriated surplus of Downtown/OTR East Equivalent Fund 483 to newly established capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing - TIF,” to provide resources for construction and development costs associated with the Barrister Project is hereby authorized.

Section 3. That Council hereby declares that the Barrister Project constitutes a “Housing Renovation” (as defined in Section 5709.40(A)(3) of the Ohio Revised Code), that will benefit and/or serve the District 4-Downtown/OTR East TIF District Incentive District, subject to compliance with Ohio Revised Code Sections 5709.40 through 5709.43.

Section 4. That expenditures from capital improvement program project account no. 980x162x221604, “Barrister Affordable Housing – TIF,” will serve a public purpose because the development project will create additional affordable housing in Downtown Cincinnati.

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

Section 6. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms

of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the developers to include gap financing in their application for Ohio Housing Finance Agency low-income housing tax credits, which has a deadline of January 2022 for submission of applications for full funding commitment for the credits.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

P.O. Box 868
Cincinnati, Ohio 45201



www.ilivedowntown.com

October 13, 2021

To Whom It May Concern:

The Downtown Residents Council (DRC) is aware of the proposal to finance and renovate the Barrister, a 44-unit adaptive reuse project of the two buildings at 214 and 216 E 9th St. in Cincinnati's Central Business District. The Barrister will provide high-quality affordable housing for individuals and families making less than 60 percent of the area median income. The co-developers for the Barrister are Over-the-Rhine Community Housing (OTRCH) and Urban Sites. OTRCH will be the owner and property manager.

The DRC supports this project. Further, the DRC supports the co-developers' efforts in attracting financing for the project; specifically, the DRC supports the co-developers' conditional award of TIF funds from the City of Cincinnati.

Sincerely,

Alan Bunker

President of the Downtown Residents Council

The Barrister

(VIII) Evidence of Community Engagement

214-216 E 9th Street, Cincinnati OH 45202

2021 Notice of Funds Available (NOFA) Application

To date, we have done a series of engagement with the Downtown Residents Council (DRC). On December 3, 2020 we met with DRC President Alan Bunker. On January 11, 2021 we met with the Board Members. On January 12, 2021, we presented to the full Council. Attached is a letter of support from the Council, which includes their support of Urban Sites and OTRCH submitting this NOFA Application.

P.O. Box 868
Cincinnati, Ohio 45201



www.ilivedowntown.com

January 14, 2021

To Whom It May Concern:

The Downtown Residents Council (DRC) is aware of the proposal to finance and renovate the Barrister, a 44-unit adaptive reuse project of the two buildings at 214 and 216 E 9th St. in Cincinnati's Central Business District. The Barrister will provide high-quality affordable housing for individuals and families making less than 60 percent of the area median income. The co-developers for the Barrister are Over-the-Rhine Community Housing (OTRCH) and Urban Sites. OTRCH will be the owner and property manager.

The developers made presentations about the proposed development to the January meetings of the DRC Board and Membership. As a result, the DRC supports this project. Furthermore, the DRC supports the co-developers' efforts in attracting financing for the project, including applying to the Ohio Housing Finance Agency for tax credits, and to the City of Cincinnati for NOFA funds.

Alan Bunker

President
Downtown Residents Council

November 10, 2021

To: Mayor and Members of City Council 202103075

From: Paula Boggs Muething, City Manager

Subject: **EMERGENCY ORDINANCE – LEED CRA TAX EXEMPTION WITH GRIFFON APARTMENTS LLC**

Attached is an Emergency Ordinance captioned:

APPROVING AND AUTHORIZING the City Manager to execute a Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge) with Griffon Apartments, LLC, an affiliate of The Model Group, Inc. and Cincinnati Center City Development Corporation (3CDC), thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 30 E. 15th Street, 1684 Central Parkway, 1827 Logan Street, and 1617-16119 Race Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of 2 existing buildings and construction of 2 new buildings to create, in aggregate, approximately 861 square feet of commercial space and approximately 30,678 square feet of residential space, consisting of 48 residential rental units, which remodeling and construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling and construction cost of approximately \$9,567,187.

BACKGROUND/CURRENT CONDITIONS

Griffon Apartments is the second phase of a mixed-use, mixed-income development project lead by the Model Group and Cincinnati Center City Development Corporation (3CDC) in Over-the-Rhine. This first phase, known as Willkommen, consisted of the renovation of 16 historic buildings and construction of four new buildings in Over-the-Rhine resulting in the creation of 163 new housing units, 56 of which will be affordable to households earning between 50-60% of Area Median Income.

In June of this year, the Department of Community & Economic Development (DCED) recommended that Griffon Apartments receive up to \$1,000,000 in nine percent (9%) Low Income Housing Tax Credits via the FHAct50 Building Opportunity Fund, as reserved and approved by the Ohio Housing Finance Agency (OHFA). The City has also committed \$1,250,000 from the Downtown/OTR West TIF District 3 to support the Griffon Apartments project, as authorized by City Council ordinance 317-2021 on August 4, 2021.

COMPANY INFORMATION

Griffon Apartments, LLC is an affiliate of the Model Group and 3CDC. Model Group has developed more than \$500 million in real estate, including \$65 million in the Findlay Market district of Over-the-Rhine. 3CDC is a private non-profit corporation working to strengthen the core assets of downtown by revitalizing and connecting the Central Business District and Over-the-Rhine.

PROJECT DESCRIPTION

Griffon Apartments is a scattered site affordable housing project in Over-the-Rhine. The project will consist of the renovation of two historic buildings and the construction of two new buildings resulting in the creation of 48 residential units, all of which will be affordable to households earning a total average of 60% of Area Median Income or less, and 1,000 square feet of commercial space. Upon completion, all four buildings will receive LEED Silver certification from the U.S. Green Buildings Council.

The project will support the creation of four (4) permanent FTEs and \$208,000 in annual payroll and 210 temporary construction jobs and \$3,150,000 in payroll over an 18-month construction period.

PROPOSED INCENTIVE

The Emergency Ordinance provides for a 100% (net 52%), 15-year CRA tax exemption for this property. The exemption applies only to the increase in value of the building attributable to the project improvements. Pursuant to the LEED Commercial CRA policy established by City Council, this project is located within the Streetcar VTICA Area and is therefore eligible for a 15-year net 52% CRA Tax Abatement.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$812,178)
VTICA (Forgone New Revenue)	(\$369,172)
Income Tax (Forgone New Revenue)	(\$229,278)
Total Public Benefit Lost	(\$1,410,628)
Incentive Value	
Annual Net Incentive to Developer	\$85,320
Total Term Incentive to Developer	\$1,279,795
City's Portion of Property Taxes Forgone	\$345,868
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$54,145
Total Term CPS PILOT	\$812,178
VTICA	
Annual VTICA	\$24,611
Total Term VTICA	\$369,172

Income Tax (Max)	\$229,278
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$1,410,628
Total Public Benefit ROI*	\$1.10
City's ROI*	\$4.08

*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone

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:

- November 10, 2021: Introduction to City Council
- November 15, 2021: Budget and Finance (#1)
- November 22, 2021: Budget and Finance (#2, if required)
- November 24, 2021: City Council for Final Approval

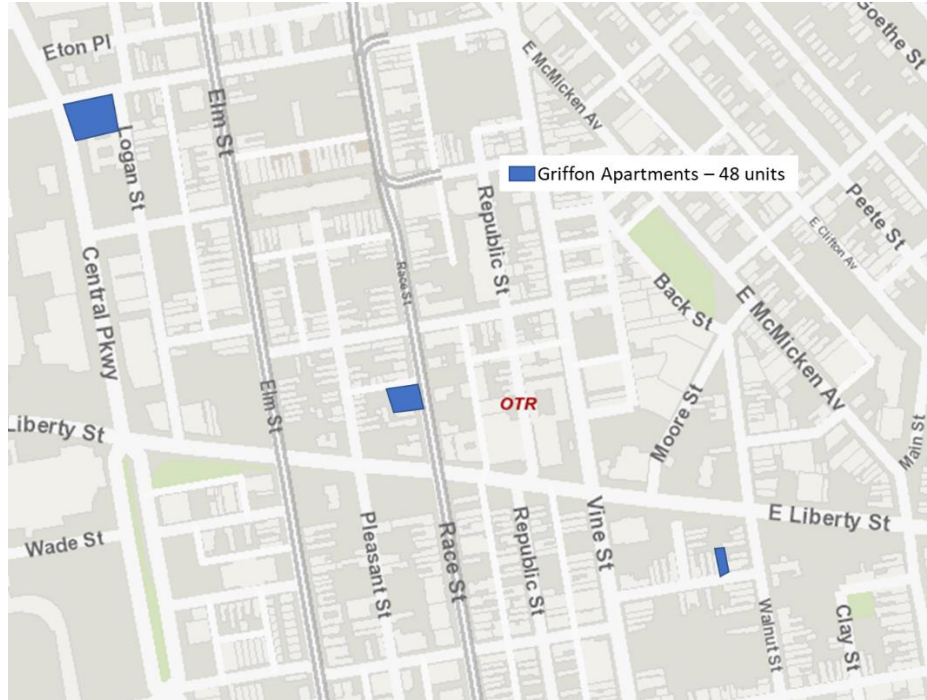
RECOMMENDATION

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



Rendering for proposed infill & historic project at 1617-1619 Race Street

EMERGENCY

City of Cincinnati

TJL

BWB

An Ordinance No. _____ - 2021

APPROVING AND AUTHORIZING the City Manager to execute a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Griffon Apartments, LLC, an affiliate of The Model Group, Inc. and Cincinnati Center City Development Corporation (3CDC), thereby authorizing a 15-year tax exemption for 100% of the value of improvements made to real property located at 30 E. 15th Street, 1684 Central Parkway, 1827 Logan Street, and 1617-1619 Race Street in the Over-the-Rhine neighborhood of Cincinnati, in connection with the remodeling of 2 existing buildings and construction of 2 new buildings to create, in aggregate, approximately 861 square feet of commercial space and approximately 30,678 square feet of residential space, consisting of 48 residential rental units, which remodeling and construction shall be completed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards or Living Building Challenge standards, at a total remodeling and construction cost of approximately \$9,567,187.

WHEREAS, to encourage the development of real property and the acquisition of personal property, the Council of the City of Cincinnati by Ordinance No. 274-2017 passed on September 27, 2017, designated the area within the corporate boundaries of the City of Cincinnati as a "Community Reinvestment Area" pursuant to Ohio Revised Code ("ORC") Sections 3735.65 through 3735.70 (the "Statute"); and

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

WHEREAS, to encourage the development of real property in a more environmentally-friendly manner, the Commercial Policy Ordinance incentivizes: (i) construction and remodeling to Leadership in Energy and Environmental Design ("LEED") standards (as defined by the U.S. Green Building Council); and (ii) construction and remodeling that obtains (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (collectively, "LBC" standards), all pursuant to the Statute; and

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

WHEREAS, Griffon Apartments, LLC (the “Company”) desires to remodel 2 existing buildings and construct 2 new buildings on real property at 30 E. 15th Street, 1684 Central Parkway, 1827 Logan Street, and 1617-1619 Race Street located within the corporate boundaries of the City of Cincinnati, to create, in aggregate, approximately 30,678 square feet of residential space, consisting of 48 residential rental units and approximately 861 square feet of commercial space to LEED or LBC standards (the “Improvements”), provided that the appropriate development incentives are available to support the economic viability of the Improvements; and

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

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

WHEREAS, the Board of Education of the Cincinnati City School District (the “Board of Education”), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020 (as may be amended, the “Board of Education Agreement”), has approved exemptions of up to 100% of Community Reinvestment Area projects, waived advance notice and the right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects; and

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

WHEREAS, the Company has represented that it has entered into (or will enter into) a voluntary tax incentive contribution agreement with a third-party organization for amounts equal to 15% of the exempt real property taxes, which funds shall be committed by the third-party organization to support the streetcar that specially benefits the property; and

WHEREAS, the Improvements do not involve relocation of part or all of the Company’s operations from another county or municipal corporation in Ohio or, if there is relocation, notice has been given per ORC Section 3735.673; now, therefore,

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

Section 1. That Council approves a *Community Reinvestment Area Tax Exemption Agreement (LEED or Living Building Challenge)* with Griffon Apartments, LLC (the “Agreement”), thereby authorizing a 15-year tax exemption for 100% of the assessed value of improvements to be made to real property located at 30 E. 15th Street, 1684 Central Parkway,

1827 Logan Street, and 1617-1619 Race Street in Cincinnati, as calculated by the Hamilton County Auditor, in connection with the remodeling of 2 existing buildings and construction of 2 new buildings to create, in aggregate, approximately 861 square feet of commercial space and approximately 30,678 square feet of residential space, consisting of 48 residential rental units, to be constructed in compliance with Leadership in Energy and Environmental Design Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council) or Living Building Challenge standards (as described in the Agreement and as determined by the International Living Future Institute and the Cascadia Green Building Council, as applicable) at a total remodeling and construction cost of approximately \$9,567,187.

Section 2. That Council authorizes the City Manager:

- (i) to execute the Agreement on behalf of the City in substantially the form of Attachment A to this ordinance; and
- (ii) to forward on behalf of Council a copy of the Agreement, within fifteen (15) days after execution, to the Director of the Ohio Development Services Agency in accordance with Ohio Revised Code Section 3735.671(F); and
- (iii) to submit on behalf of Council annual reports on the Agreement to the Director of the Ohio Development Services Agency and to the Board of Education of the Cincinnati City School District, in accordance with Ohio Revised Code Section 3735.672; and
- (iv) to take all necessary and proper actions to fulfill the City's obligations under the Agreement.

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to allow the remodeling and construction described in this ordinance and the

corresponding revitalization of the City of Cincinnati and the benefits to the City's economic welfare to begin at the earliest possible time.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

Community Reinvestment Area Tax Exemption Agreement
(LEED or Living Building Challenge)

SEE ATTACHED

Community Reinvestment Area Tax Exemption Agreement
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and GRIFFON APARTMENTS, LLC, an Ohio limited liability company (the "Company"), an affiliate of The Model Group, Inc., and of Cincinnati Center City Development Corporation (3CDC).

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the "Statute").
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director's determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the "Commercial Policy Ordinance"), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design ("LEED") Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the "Energy Petal" of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as "LBC" remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 30 E. 15th Street, 1684 Central Parkway, 1827 Logan Street, and 1617-1619 Race Street (the "Property"), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the "Excluded Property"), and the Company acknowledges and agrees that the City's Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of the 2 existing buildings located on the Property and the construction of 2 new buildings on the Property to LEED Silver standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the "Project"); provided that the appropriate development incentives are available to support the economic viability of the Project.

- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been

payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

- Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel 2 existing buildings and construct 2 new buildings on the Property to create, in aggregate, approximately 30,678 square feet of residential space, consisting of 48 residential rental units and approximately 861 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$9,567,187 to commence after the execution of this Agreement and to be completed no later than August 31, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling and construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the

amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.¹

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

¹ Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 4 full-time permanent jobs, and (ii) 210 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling and construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$208,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$3,150,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration

and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or

authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio

Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, "successors" and "related member" shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

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

To the Company:

Griffon Apartments, LLC
c/o: The Model Group, Inc.
Attention: Jennifer Walke
1826 Race Street,
Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse

Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI,
an Ohio municipal corporation

GRIFFON APARTMENTS, 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 CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 30 E. 15th Street, Cincinnati, Ohio 45202
Parcel ID No.: 080-0001-0056-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered and designated as Lot No. 48, on the Plan of Subdivision of Hugh Moore's Heirs as recorded in Plat Book 2, Page 184, in the Recorder's Office of Hamilton County, Ohio; said premises fronting twenty (20) feet on the north side of East Fifteenth Street (formerly Mary Street) and extending back between parallel lines a depth of fifty (50) feet.

Property Address: 1617-1619 Race Street, Cincinnati, Ohio 45202
Parcel ID No.: 094-0008-0462-00

Situated in Section 13, Town 3, Fractional Range 2, Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being all of Yukon Investments, LLC as recorded in Official Record 14462, Page 1483 and Official Record 14480, Page 3014 and being part of Lot 6 and all of Lot 7 of Findlay and Garrard's Subdivision, Block E as recorded in Deed Book 75, Page 337 of the Hamilton County Recorder's Office containing 0.1061 acres and being further described as follows:

Begin at the southwest intersection of the south right of way of Levi Alley (12') and the west right of way of ~~Race~~ Street (66'), said corner being referenced by a set cross notch being North 79° 56' 34" East, 3.00 feet, said corner being the True Point of Beginning;

thence, from the True Point of Beginning, departing the south right of way of said Levi Alley and with the west right of way of said ~~Race~~ Street, South 09° 57' 13" East, 55.00 feet to the northeast corner of OTR Revitalization Limited Partnership as recorded in Official Record 9089, Page 878, said corner being referenced by a set cross notch being North 79° 56' 34" East, 3.00 feet,

thence, departing the west right of way of said ~~Race~~ Street and with said OTR Revitalization Limited Partnership, South 79° 56' 34" West, 100.08 feet to the east line of Maurice A. Wagoner as recorded in Official Record 12760, Page 447, said corner being referenced by a set cross notch being North 09° 57' 13" East, 5.00 feet;

thence, departing said OTR Revitalization Limited Partnership, North 09° 57' 13" West, 55.00 feet to a set 5/8" iron pin at the northeast corner of Eric & Christina Steer as recorded in Official Record 13616, Page 1230, said pin being on the south right of way of said Levi Alley;

thence, departing said Eric & Christina Steer and with the south right of way of said Levi Alley, North 79° 56' 34" East, 100.08 feet to the True Point of Beginning containing 0.1264 acres of land.

The above description was prepared from a consolidation plat made on August 1, 2021 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

All set iron pins are 5/8" x 30" long with ID cap "Bayer Becker".

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Property Address: 1827 Logan Street & 1684 Central Parkway, Cincinnati, Ohio 45202
Parcel ID No.: 133-0003-0146-00

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, being all of Lot 35, 36, 37 of John Mclean's Subdivision of Blocks K and L of Findlay and Ludlow's Subdivision as recorded in D.B. 112 Pg. 42 and as conveyed to Yukon Investments, LLC in O.R. 14488 Pg. 2133 and O. R. 14519 Pg. 2766 of the Hamilton County, Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the south right of way line of Findlay street and the west right of way line of Logan street;

Thence along said west right of way line, S09°53'43"E a distance of 100.80 feet to a cross notch found in the north line of a parcel of land conveyed to Logan Towers Limited Partnership in O.R. 14016 Pg. 1396;

Thence along said north line, S79°59'17"W a distance of 100.18 feet to a cross notch found in the east right of way line of Central Parkway;

Thence along said east right of way line, N09°53'43"W a distance of 100.80 feet to a cross notch found at the intersection of said east right of way line with the aforementioned south right of way line of Findlay street;

Thence along said south right of way line, N79°59'17"E a distance of 100.18 feet to the Point of Beginning;

Containing 0.232 acres of land more or less, being subject to all easements and restrictions of record.

Bearings are based on Ohio State Plane Coordinates, South Zone, NAD' 83, as derived from the ODOT VRS system.

The above description is based on a field survey performed by The Kleingers Group in September 2021 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

Community Reinvestment Area Tax Exemption Agreement
(LEED or Living Building Challenge)

This Community Reinvestment Area Tax Exemption Agreement (this “Agreement”) is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the “City”), and GRIFFON APARTMENTS, LLC, an Ohio limited liability company (the “Company”), an affiliate of The Model Group, Inc., and of Cincinnati Center City Development Corporation (3CDC).

Recitals:

- A. The City, through the adoption of Ordinance No. 274-2017 on September 27, 2017, designated the entire City of Cincinnati as a Community Reinvestment Area to encourage the development of real property and the acquisition of personal property in that area, pursuant to Ohio Revised Code Sections 3735.65 through 3735.70 (the “Statute”).
- B. In accordance with the Statute, the Ohio Director of Development has forwarded to the City the Director’s determination dated October 23, 2017, stating that the findings contained in Ordinance No. 274-2017 are valid and that the entire City is a Community Reinvestment Area under the Statute. By such determination, the Director of Development of the State of Ohio determined that the area within the corporate boundaries of the City of Cincinnati contains the characteristics set forth in the Statute and confirmed such area as a Community Reinvestment Area under the Statute.
- C. The Council of the City of Cincinnati has also passed Ordinance No. 275-2017 as of September 27, 2017, as amended by Ordinance No. 339-2018 passed on October 31, 2018 (the “Commercial Policy Ordinance”), which sets forth certain additional policies, conditions and limitations regarding newly constructed or remodeled commercial and residential structures in the Community Reinvestment Area.
- D. Pursuant to the Commercial Policy Ordinance, a project that is constructed or remodeled to (1) Leadership in Energy and Environmental Design (“LEED”) Silver, Gold or Platinum standards (as defined by the U.S. Green Building Council), or (2) receives a (a) Living Building Challenge Net Zero certification, (b) Living Building Challenge Full certification, or (c) solely in circumstances where the construction or remodeling complies with the requirements of the “Energy Petal” of the Living Building Challenge, Living Building Challenge Petal certification, in each case as defined by the International Living Future Institute and the Cascadia Green Building Council (such qualifying remodeling or construction is referred to, collectively, as “LBC” remodeling or construction), may qualify for a longer term and/or greater abatement.
- E. The Company is the sole owner of certain real property within the City, located at 30 E. 15th Street, 1684 Central Parkway, 1827 Logan Street, and 1617-1619 Race Street (the “Property”), as further described in Exhibit A (Legal Description of Property) hereto. Notwithstanding the foregoing, the Property shall not include any residential condominiums being developed in connection with the Project (as defined below) (the “Excluded Property”), and the Company acknowledges and agrees that the City’s Community Reinvestment Area program entails separate applications by the owner of any residential condominium units included within the Project. For the avoidance of doubt, the Excluded Property shall not be exempt under this Agreement; however, this provision shall not be deemed to prohibit any owners from time to time of any Excluded Property from separately applying for a tax abatement in accordance with applicable law.
- F. The Company has proposed the remodeling of the 2 existing buildings located on the Property and the construction of 2 new buildings on the Property to LEED Silver standards, as defined by the U.S. Green Building Council, within the boundaries of the City of Cincinnati, as more fully described in Section 1 herein (the “Project”); provided that the appropriate development incentives are available to support the economic viability of the Project.

- G. The Statute provides that if any part of a project is to be used for commercial or industrial purposes, including projects containing four or more dwelling units, in order to be eligible for tax exemption the City and the Company must enter into an agreement pursuant to Ohio Revised Code Section 3735.671 prior to commencement of construction or remodeling.
- H. The City, having appropriate authority under the Statute for this type of project, agrees (as provided herein and subject to all conditions herein) to provide the Company with the tax exemption incentives stated herein, available under the Statute, for development of the Project.
- I. The Company has submitted to the City an application for this tax exemption agreement (the "Application"), a copy of which is attached hereto as Exhibit B, has remitted with the Application (i) the City application fee of One Thousand Two Hundred Fifty Dollars (\$1,250) made payable to the City and (ii) in accordance with Ohio Revised Code Section 3735.672(C), the state application fee of Seven Hundred Fifty Dollars (\$750) made payable to the Ohio Development Services Agency ("ODSA"), to be forwarded to the ODSA with an executed copy of this Agreement.
- J. The Director of the City's Department of Community and Economic Development has recommended approval of the Application on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City.
- K. The Board of Education of the Cincinnati City School District (the "Board of Education"), pursuant to that certain *Tax Incentive Agreement* effective as of April 28, 2020, has approved exemptions of up to one hundred percent (100%) of Community Reinvestment Area projects, waived advance notice and right to review such projects, and waived sharing or allocation of municipal income taxes in connection with such projects.
- L. The Company has entered into (or will enter into) an agreement with the Board of Education requiring the Company to pay the Board of Education amounts equal to thirty-three percent (33%) of the full amount of exempt real property taxes that would have been paid to Hamilton County if this Agreement were not in effect (the "Board of Education Agreement").
- M. The Company represents and warrants to the City that the Company and its major tenants, if any, do not intend to relocate part or all of their operations to the City from another county or municipal corporation in the State of Ohio (the "State").
- N. The Company represents that within the past five (5) years neither the Company, any related member of the Company, nor any entity to which the Company is a successor has discontinued operations at a project site in the State during the term of a property tax exemption agreement (under Ohio Revised Code Section 3735.671, 5709.62, 5709.63 or 5709.632) applicable to that site, and the Company acknowledges that misrepresentation hereunder will result in voiding of this Agreement.
- O. The Company represents and warrants to the City that the Company is not subject to an Enterprise Zone Agreement with the City of Cincinnati for the Property or the Project.
- P. City Council passed (i) Motion No. 201401368 on November 19, 2014, establishing a tax incentive policy that incentivizes each applicant for a real property tax abatement in the neighborhoods of Downtown and OTR to enter into a voluntary tax incentive contribution agreement with a third-party organization ("VTICA") for an amount equal to a percentage of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement (the "VTICA Contribution"), which funds shall be committed by a third-party organization to support the streetcar that specially benefits the abated property, and (ii) Motion No. 201501592 on December 16, 2015, which established that the VTICA Contribution to be recognized by the Director of the Department of Community and Economic Development is 15% of the real property taxes that would have been

payable on the abated property but for the City-authorized tax abatement. The Commercial Policy Ordinance confirmed that such motions have not been superseded and remain the will of Council.

- Q. The Company acknowledges that the Streetcar will specially benefit the Project due to (a) the Streetcar's enhancement of public transit options in such neighborhoods and (b) the anticipated increase in property values attributable to public investment in Streetcar infrastructure.
- R. The Company represents and warrants to the City that the Company has entered or will enter into a VTICA and shall pay the VTICA Contribution each year for the full term of the abatement.
- S. This Agreement has been authorized by Ordinance No. _____-2021, passed by Cincinnati City Council on _____, 2021.
- T. In determining to recommend and authorize this Agreement, the Department of Community and Economic Development and City Council, respectively, have acted in material reliance on the Company's representations in the Application and herein regarding the Project including, but not limited to, representations relating to the number of jobs to be created and/or retained by the Company, the Board of Education Agreement, the VTICA Contribution, and the Project's effect in promoting the general welfare of the people of Cincinnati by, for example, encouraging the development of real property located in the Community Reinvestment Area and thereby promoting economic growth and vitality in Cincinnati.

NOW, THEREFORE, pursuant to Ohio Revised Code Section 3735.67(A) and in conformity with the format required under Ohio Revised Code Section 3735.671, in consideration of the mutual covenants contained herein and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

Section 1. Project. Upon issuance of the necessary zoning and building approvals, the Company agrees to remodel 2 existing buildings and construct 2 new buildings on the Property to create, in aggregate, approximately 30,678 square feet of residential space, consisting of 48 residential rental units and approximately 861 square feet of commercial space (the "Improvements") at an estimated aggregate cost of \$9,567,187 to commence after the execution of this Agreement and to be completed no later than August 31, 2023; *provided*, however, that the Director of the Department of Community and Economic Development (the "Housing Officer") may, in his discretion, extend such deadline for a period of up to 12 months by written notice if, in the Director's judgment, the Company is proceeding in good faith towards completion. The remodeling and construction shall be in compliance with applicable building code and zoning regulations, as well as complying with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council. The Company hereby represents that either or both of the following clauses (a) and (b) are true: (a) it has registered with the U.S. Green Building Council with intent to certify compliance with LEED Silver, Gold or Platinum standards, or (b) it has registered with the International Living Future Institute and/or the Cascadia Green Building Council with intent to certify compliance with LBC standards. In addition to the foregoing, (A) the Project shall comply with the Americans with Disabilities Act, together with any and all regulations or other binding directives promulgated pursuant thereto (collectively, the "**ADA**"), and (B) if (i) any building(s) within the Project is subject to the accessibility requirements of the ADA (e.g., by constituting a "place of public accommodation" or another category of structure to which the ADA is applicable) and (ii) such building(s) is not already required to meet the Contractual Minimum Accessibility Requirements (as defined below) pursuant to the ADA, applicable building code requirements, or by any other legal requirement, then the Company shall cause such building(s) to comply with the Contractual Minimum Accessibility Requirements in addition to any requirements pursuant to the ADA and the applicable building code or legal requirement. As used herein, "**Contractual Minimum Accessibility Requirements**" means that a building shall, at a minimum, include (1) at least one point of entry (as used in the ADA), accessible from a public right of way, with respect to which all architectural barriers (as used in the ADA) to entry have been eliminated, and (2) if such accessible point of entry is not a building's primary point of entry, conspicuous signage directing persons to such accessible point of entry.

Section 2. Real Property Tax Exemption. Subject to the satisfaction of the conditions set forth in this Agreement, the City approves exemption from real property taxation, pursuant to and to the fullest extent authorized by the Statute, of 100% of the amount by which the Improvements increase the assessed value of the Property as determined by the Hamilton County Auditor, for a period of 15 years, provided that the Company shall have entered into the Board of Education Agreement. Within 120 days after completion of the Project (unless otherwise extended in writing by the City's Housing Officer), the Company must file the appropriate application for tax exemption with the City's Housing Officer. The Company is solely responsible to take this action. Upon receipt of the application for tax exemption, the City will proceed with the exemption authorized by this Agreement. In accordance with Ohio Revised Code Section 3735.67, the exemption is conditioned on verification by the Housing Officer of (A) the completion of remodeling and construction, (B) the cost of remodeling and construction, (C) the facts asserted in the application for exemption, (D) compliance with LBC standards or LEED Silver, Gold or Platinum standards, as defined by the U.S. Green Building Council, and (E) if a remodeled structure is a structure of historical or architectural significance as designated by the City, state or federal government, that the appropriateness of the remodeling has been certified in writing by the appropriate agency. If the required verification is made, the Housing Officer will forward the exemption application to the Hamilton County Auditor with the necessary certification by the Housing Officer. Subject to the conditions set forth in this Agreement, the exemption commences the first tax year for which the Improvements would first be taxable were the Improvements not exempted from taxation. The dates provided in this paragraph refer to tax years in which the subject property is assessed, as opposed to years in which taxes are billed. No exemption shall commence after tax year 2023 nor extend beyond the earlier of (i) tax year 2037 or (ii) the end of the fifteenth (15th) year of exemption.

Section 3. Use; Maintenance; Inspections. The Company shall use the Property solely for the purposes described in Section 1 hereof and shall properly maintain and repair the Property throughout the period of tax exemption authorized herein. The Company authorizes the Housing Officer, or the Housing Officer's designees, to enter upon the Property as reasonably required to perform property inspections in accordance with Ohio Revised Code Section 3735.68.

Section 4. Compliance with Board of Education Agreement. As a condition of the tax exemption authorized under this Agreement, the Company agrees to enter into and comply with its obligation under the Board of Education Agreement.

Section 5. Duty of Company to Pay Taxes. As required by Ohio Revised Code Section 3735.671(C)(2), the Company shall pay such real property taxes as are not exempted under this Agreement and are charged against the Property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, exemptions from taxation granted or authorized under this Agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and continuing thereafter.

Section 6. Company Certifications Regarding Non-Delinquency of Tax Obligations. As required by Ohio Revised Code Section 3735.671(C)(3), the Company certifies that at the time this Agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State, and does not owe delinquent taxes for which the Company is liable under Ohio Revised Code Chapters 5733, 5735, 5739, 5741, 5743, 5747 or 5753, or if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State or an agent or instrumentality thereof, has filed a petition in bankruptcy under 101, et seq., or such a petition has been filed against the Company. For the purposes of this certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Ohio Revised Code governing payment of those taxes.

Section 7. Covenant of Satisfaction of Tax and Other Obligations. In accordance with Ohio Revised Code Section 9.66, (A) the Company affirmatively covenants that it does not owe: (i) any delinquent taxes to the State or to a political subdivision of the State; (ii) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (iii) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the

amounts owed are being contested in a court of law or not; (B) the Company authorizes the City and/or the State to inspect the personal financial statements of the Company, including tax records and other similar information not ordinarily open to public inspection; and (C) the Company authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this section may be prosecuted as a first degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Company ineligible for any future economic development assistance from the State or any political subdivision of the State, and will result in the City requiring the Company's repayment of any assistance provided by the City in connection with the Project.

Section 8. City Cooperation. As required by Ohio Revised Code Section 3735.671(C)(4), upon specific request from the Company, the City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

Section 9. Continuation of Exemptions. As provided in Ohio Revised Code Section 3735.671(C)(5), if for any reason the City revokes the designation of the City of Cincinnati as a Community Reinvestment Area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless the Company materially fails to fulfill its obligations under this Agreement and the City terminates or modifies the exemptions from taxation authorized pursuant to this Agreement.

Section 10. City Not Liable. The Company acknowledges that the exemption authorized in this Agreement is subject to approval and implementation by the appropriate state and/or county taxing authorities. The Company acknowledges that the City does not give any guarantee or assurance that the exemption approved in this Agreement will be so approved, and the Company agrees that in no event shall the Company seek to hold the City liable in any way in the event such exemption is not granted or implemented.

Section 11. Small Business Enterprise Program.¹

A. Compliance with Small Business Enterprise Program. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in Cincinnati Municipal Code ("CMC") Section 323-1-S, "SBEs"). Pursuant to CMC Section 323-11, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1-C4), supplies (as such term is defined in CMC Section 323-1-S5), services (as such term is defined in CMC Section 323-1-S) and professional services (as such term is defined in CMC Section 323-1-P2). Accordingly, the Company shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Company may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Company shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:

- (i) Including qualified SBEs on solicitation lists.
- (ii) Assuring that SBEs are solicited whenever they are potential sources. The Company must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
- (iii) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

¹ Note: this section will be revised prior to execution due to programmatic changes being implemented by the Department of Community and Economic Development as a result of recent legislation passed by City Council.

(iv) If any subcontracts are to be let, the Company shall require the prime contractor (if different from the Company) to take the above affirmative steps.

(v) Prior to the commencement of work under any subcontracts, the Company shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Company shall update the report monthly.

(vi) The Company shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

B. Remedies for Noncompliance with Small Business Enterprise Program. Failure of the Company or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Company to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

Section 12. Jobs. The Company represents that, as of the date of the execution of this Agreement, the Company has no existing employment at the Property or in the State.

Section 13. Job Creation and Retention.

A. Jobs to be Created by Company. The Company agrees to use its best efforts to create (i) 4 full-time permanent jobs, and (ii) 210 full-time temporary construction jobs at the Property in connection with the Project. In the case of the construction jobs, the job creation and retention period shall be concurrent with remodeling and construction, and in the case of the other jobs described herein, the job creation period shall begin upon completion of remodeling and construction and shall end three (3) years thereafter.

B. Company's Estimated Payroll Increase. The Company's increase in the number of employees will result in approximately (i) \$208,000 of additional annual payroll with respect to the full-time permanent jobs, and (ii) \$3,150,000 of additional annual payroll prior to the completion of the Project with respect to the full-time temporary construction jobs.

C. Community Reinvestment Area Employment. The Company shall (i) adopt hiring practices to ensure that at least twenty-five percent (25%) of the new employees shall be residents of the City of Cincinnati and (ii) give preference to residents of the City relative to residents of the State who do not reside in the City when hiring new employees under this Agreement.

D. Posting Available Employment Opportunities. To the extent allowable by law, the Company shall use its best efforts to post available employment opportunities within the Company's organization or the organization of any subcontractor working with the Company with the Ohio Means Jobs Center, 1916 Central Parkway, Cincinnati, Ohio 45214-2305, through its Employer Services Unit Manager at 513-746-7200.

Section 14. Equal Employment Opportunity. This Agreement is subject to the City's Equal Employment Opportunity Program contained in CMC Chapter 325. The Equal Employment Opportunity Clause in CMC Section 325-9 is incorporated by reference in this Agreement. The term "Company" is substituted for "Contractor" throughout CMC Section 325-9 in the context of this Agreement.

Section 15. Compliance with Immigration and Nationality Act. In the performance of its obligations under this Agreement, the Company agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration

and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.

Section 16. Default. As provided in Ohio Revised Code Section 3735.671(C)(6), if the Company materially fails to fulfill its obligations under this Agreement, or if the City determines that the certification as to delinquent taxes required by this Agreement (Section 6 hereof) or the covenant of satisfaction of tax and other obligations (Section 7 hereof) is fraudulent, the City may terminate or modify the exemptions from taxation granted or authorized under this Agreement and may require the repayment by the Company of the amount of taxes that would have been payable had the Improvements not been exempted from taxation pursuant to this Agreement. A modification of exemption may be in the form of reduction in the number of years that eligible property is exempt and/or a reduction in the exemption percentage. The City shall provide written notice to the Company prior to finding the Company in default under this section. The notice shall provide the Company with not less than thirty (30) days to cure the default prior to City termination or modification of the exemptions under this Agreement. The City may extend the cure period as reasonably necessary under the circumstances. In the event of such termination or modification, the City is authorized to so notify the appropriate taxing authorities in order to effect the termination or modification. If repayment of previously exempt taxes is required by the City under this Section, such amount shall be paid as directed by the City within thirty (30) days of written demand. The City may secure repayment of such taxes by a lien on the Property in the amount required to be repaid. Such a lien shall attach, and may be perfected, collected, and enforced, in the same manner as a mortgage lien on real property, and shall otherwise have the same force and effect as a mortgage lien on real property. Amounts due and not paid when due under this Section 16 shall bear interest at the rate specified in Ohio Revised Code Section 1343.03(A) (as in effect on the date of the City's payment demand).

Section 17. Annual Review and Report. As required by Ohio Revised Code Sections 3735.671(C)(7) and 5709.85, the Company shall provide to the City's Tax Incentive Review Council (or to the City Manager if so requested by the City) any information reasonably required by the Council or the City Manager to evaluate the Company's compliance with this Agreement, including returns filed pursuant to Ohio Revised Code Section 5711.02 if requested by the Council or City Manager. The performance of the Company's obligations stated in this Agreement shall be subject to annual review by the City's Tax Incentive Review Council (the "Annual Review and Report"). The Company shall submit information for the Annual Review and Report to the City no later than March 1 of each year.

Section 18. Revocation.

A. Generally. Pursuant to Ohio Revised Code Section 3735.68, the housing officer shall make annual inspections of the properties within the community reinvestment area upon which are located structures or remodeling for which an exemption has been granted under Ohio Revised Code Section 3735.67. If the housing officer finds that the property has not been properly maintained or repaired due to the neglect of the Company, the housing officer may revoke the exemption at any time after the first year of exemption. If the Company has materially failed to fulfill its obligations under this Agreement, or if the owner is determined to have violated division (E) of that section (see Section 18(B) of this Agreement), City Council, subject to the terms of the agreement, may revoke the exemption at any time after the first year of exemption. The housing officer or City Council shall notify the county auditor and the Company that the tax exemption no longer applies. If the housing officer or legislative authority revokes a tax exemption, the housing officer shall send a report of the revocation to the community reinvestment area housing council and to the tax incentive review council established pursuant to section 3735.69 or 5709.85 of the Revised Code, containing a statement of the findings as to the maintenance and repair of the property, failure to fulfill obligations under the written agreement, or violation of division (E) of Ohio Revised Code Section 3735.671, and the reason for revoking the exemption.

B. Prior Statutory Violations. The Company represents and warrants to the City that it is not prohibited by Ohio Revised Code Section 3735.671(E) from entering into this Agreement. As required by Ohio Revised Code Section 3735.671(C)(9), exemptions from taxation granted or

authorized under this Agreement shall be revoked if it is determined that the Company, any successor to the Company or any related member (as those terms are defined in division (E) of Ohio Revised Code Section 3735.671) has violated the prohibition against entering into this Agreement under division (E) of Ohio Revised Code Section 3735.671 or under Ohio Revised Code Sections 5709.62 or 5709.63 prior to the time prescribed by that division or either of those sections.

Section 19. False Statements; Penalties; Material Representations.

A. Generally. As required in connection with Ohio Revised Code Section 9.66(C), the Company affirmatively covenants that it has made no false statements to the State or the City in the process of obtaining approval for this Agreement. If any representative of the Company has knowingly made a false statement to the State or the City to obtain approval for this Agreement, or if the Company fails to provide any information expressly required under the Application, the Company shall be required to immediately return all benefits received under this Agreement (by payment of the amount of taxes exempted hereunder, paid as directed by the City within thirty (30) days of written demand) and the Company shall be ineligible for any future economic development assistance from the State, any State agency or any political subdivision of the State pursuant to Ohio Revised Code Section 9.66(C)(1). Amounts due and not paid under this Section 19 shall bear interest at the rate of twelve percent (12%) per year. Any person who provides a false statement to secure economic development assistance (as defined in Ohio Revised Code Section 9.66) may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code Section 2921.13(F)(1), which is punishable by fine of not more than One Thousand Dollars (\$1,000) and/or a term of imprisonment of not more than six (6) months.

B. Material Representations – Board of Education Agreement and VTICA. The Parties acknowledge and agree that a material failure by the Company to comply with its representations concerning the Board of Education Agreement or VTICA Contribution shall constitute an event of default for purposes of Section 16 (Default) and the basis for revocation under Section 18 (Revocation). Subject to the terms of the VTICA, if the VTICA is unenforceable for reasons of infeasibility or otherwise, the Company shall enter into alternative arrangements providing for the economic equivalent of the VTICA Contribution in order to support the streetcar. Such arrangements may include, but are not limited to, providing for the economic equivalent of the VTICA Contribution through formation of a special improvement district. For purposes of this Section 19.B, alternative arrangements must result in services substantially similar to those that would have been supported through the VTICA and at a value that is the economic equivalent of the VTICA Contribution, which value shall not be required to exceed the VTICA Contribution amount that would have been payable by the Company. Any determination of infeasibility or mechanism for providing alternative arrangements is subject to approval by the City at its sole discretion. Nothing in this Section 19.B shall operate to limit the City's enforcement authority under this Agreement including, without limitation, Section 16, Section 18, and Section 19.A.

Section 20. Conflict of Interest. The Company covenants that, to the Company's knowledge, no employee of the City has any personal interest, direct or indirect, in any matters pertaining to the Project, and the Company agrees to take appropriate steps to prevent any employee of the City from obtaining any such interest throughout the term of this Agreement.

Section 21. Annual Fee. As authorized by Ohio Revised Code Section 3735.671(D), the Company shall pay an annual fee of Five Hundred Dollars (\$500) or one percent (1%) of the annual taxes exempted under this Agreement, whichever is greater, but not to exceed Two Thousand, Five Hundred Dollars (\$2,500) per annum. This fee is due with submission of the information for Annual Review and Report by March 1 of each year.

Section 22. Discontinued Operations. As provided in Ohio Revised Code Section 3735.671(E), if, prior to the expiration of the term of this Agreement, the Company discontinues operations at the Project so that the Property is no longer being used for the purposes described in Section 1 hereof, then the Company, its successors, and any related member shall not enter into an agreement under Ohio

Revised Code Sections 3735.671, 5709.62, 5709.63 or 5709.632, and no legislative authority shall enter into such an agreement with the Company, its successors or any related member prior to the expiration of five (5) years after the discontinuation of operations. As used in this Section 22, “successors” and “related member” shall have the meanings set forth in Ohio Revised Code Section 3735.671(E).

Section 23. Notices. Unless otherwise specified herein, each party shall address written notices, demands and communications in connection with this Agreement to the other party as follows (or to such other address as is communicated in accordance with this Section):

To the City:

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

To the Company:

Griffon Apartments, LLC
c/o: The Model Group, Inc.
Attention: Jennifer Walke
1826 Race Street,
Cincinnati, Ohio 45202

If the Company sends a notice to the City alleging that the City is in default under this Agreement, the Company shall simultaneously send a copy of such notice to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

Section 24. Acknowledgment of City Participation. The Company agrees to acknowledge the support of the City on construction signs, project and exhibition signage, and any publicity such as that appearing on the internet, television, cable television, radio, or in the press or any other printed media. In identifying the City as a Project partner, the Company shall use either the phrase “Project Assistance by the City of Cincinnati” or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

Section 25. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the City and the Company with respect to the subject matter herein, superseding any prior or contemporaneous agreement with respect thereto.

Section 26. Governing Law. This Agreement is entered into and is to be performed in the State. The City and the Company agree that the law of the State of Ohio shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement.

Section 27. Waiver. The City's waiver of any breach by the Company of any provision of this Agreement shall not constitute or operate as a waiver by the City of any other breach of such provision or of any other provisions, nor shall any failure or delay by the City to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Section 28. Severability. This Agreement shall be severable; if any part or parts of this Agreement shall for any reason be held invalid or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Section 29. Amendment. This Agreement may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

Section 30. Non-Assignment. As required by Ohio Revised Code Section 3735.671(C)(8), this Agreement is not transferable or assignable by the Company without the express written approval of the City Manager of the City. If the Company has entered into a Board of Education Agreement or VTICA in connection with the Property, the City shall not approve the assignment of this Agreement unless the assignee has assumed the Company's remaining obligations under the Board of Education Agreement and VTICA, as applicable. Failure to assign or otherwise perform the Company's obligations under the Board of Education Agreement or VTICA upon transfer of the Property during the term of the tax abatement authorized by this Agreement shall be basis for revocation of the tax exemption under Section 18.

Section 31. Recording. At its election, the City may record this Agreement at the City's expense in the Hamilton County Recorder's Office.

Section 32. Legislative Action Required. As provided in Ohio Revised Code Section 3735.671(C)(10), the Company and the City acknowledge that this Agreement must be approved by formal action of the City Council of the City as a condition for this Agreement to take effect. Notwithstanding anything to the contrary herein, this Agreement shall take effect after the later of the date of such approval or the final date of execution of this Agreement by all parties.

Section 33. Additional Representations and Warranties of Company. The Company represents and warrants that (a) it is duly organized and existing and it has full power and authority to take, and has taken, all action necessary to execute and deliver this Agreement and any other documents required or permitted to be executed or delivered by it in connection with this Agreement, and to fulfill its obligations hereunder; (b) no notices to, or consents, authorizations or approvals of, any person are required (other than any already given or obtained) for its due execution, delivery and performance of this Agreement; and (c) this Agreement has been duly executed and delivered by it and constitutes the legal, valid and binding obligation of the Company.

Section 34. Certification as to Non-Debarment. The Company represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, the Company shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If the Company or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, the company shall be considered in default under this Agreement.

Section 35. Appeals. Pursuant to Ohio Revised Code Section 3735.70, a person aggrieved under the Statute or this Agreement may appeal to the community reinvestment area housing council, which shall have the authority to overrule any decision of a housing officer. Appeals may be taken from a decision of the council to the court of common pleas of the county where the area is located.

Section 36. Wage Enforcement.

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

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

(a) This contract is or may be subject to the Wage Enforcement provisions of the Cincinnati Municipal Code. These provisions require that any Person who has an Agreement with the city or with a Contractor or Subcontractor of that Person shall report all Complaints or Adverse

Determinations of Wage Theft and Payroll Fraud (as each of those terms is defined in Chapter 326 of the Cincinnati Municipal Code) against the Contractor or Subcontractors to the Department of Economic Inclusion within 30 days of notification of the Complaint or Adverse Determination.

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

Section 37. Legal Requirements. In completing and operating the Project, the Company shall comply with all applicable statutes, ordinances, regulations, and rules of the government of the United States, State of Ohio, County of Hamilton, and City of Cincinnati.

Section 38. Counterparts and Electronic Signatures. This Agreement may be executed by the parties hereto in two or more counterparts and each executed counterpart shall be considered an original but all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by electronic signature; any original signatures that are initially delivered electronically shall be physically delivered as soon as reasonably possible.

Remainder of this page intentionally left blank. Signature page follows.

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

CITY OF CINCINNATI,
an Ohio municipal corporation

GRIFFON APARTMENTS, 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 CRA Agreement

LEGAL DESCRIPTION OF PROPERTY

Property Address: 30 E. 15th Street, Cincinnati, Ohio 45202
Parcel ID No.: 080-0001-0056-00

Situate in the City of Cincinnati, Hamilton County, Ohio, and being known, numbered and designated as Lot No. 48, on the Plan of Subdivision of Hugh Moore's Heirs as recorded in Plat Book 2, Page 184, in the Recorder's Office of Hamilton County, Ohio; said premises fronting twenty (20) feet on the north side of East Fifteenth Street (formerly Mary Street) and extending back between parallel lines a depth of fifty (50) feet.

Property Address: 1617-1619 Race Street, Cincinnati, Ohio 45202
Parcel ID No.: 094-0008-0462-00

Situated in Section 13, Town 3, Fractional Range 2, Between the Miamis, Mill Creek Township, The City of Cincinnati, Hamilton County, Ohio and being all of Yukon Investments, LLC as recorded in Official Record 14462, Page 1483 and Official Record 14480, Page 3014 and being part of Lot 6 and all of Lot 7 of Findlay and Garrard's Subdivision, Block E as recorded in Deed Book 75, Page 337 of the Hamilton County Recorder's Office containing 0.1061 acres and being further described as follows:

Begin at the southwest intersection of the south right of way of Levi Alley (12') and the west right of way of ~~Race~~ Street (66'), said corner being referenced by a set cross notch being North 79° 56' 34" East, 3.00 feet, said corner being the True Point of Beginning;

thence, from the True Point of Beginning, departing the south right of way of said Levi Alley and with the west right of way of said ~~Race~~ Street, South 09° 57' 13" East, 55.00 feet to the northeast corner of OTR Revitalization Limited Partnership as recorded in Official Record 9089, Page 878, said corner being referenced by a set cross notch being North 79° 56' 34" East, 3.00 feet,

thence, departing the west right of way of said ~~Race~~ Street and with said OTR Revitalization Limited Partnership, South 79° 56' 34" West, 100.08 feet to the east line of Maurice A. Wagoner as recorded in Official Record 12760, Page 447, said corner being referenced by a set cross notch being North 09° 57' 13" East, 5.00 feet;

thence, departing said OTR Revitalization Limited Partnership, North 09° 57' 13" West, 55.00 feet to a set 5/8" iron pin at the northeast corner of Eric & Christina Steer as recorded in Official Record 13616, Page 1230, said pin being on the south right of way of said Levi Alley;

thence, departing said Eric & Christina Steer and with the south right of way of said Levi Alley, North 79° 56' 34" East, 100.08 feet to the True Point of Beginning containing 0.1264 acres of land.

The above description was prepared from a consolidation plat made on August 1, 2021 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

All set iron pins are 5/8" x 30" long with ID cap "Bayer Becker".

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Property Address: 1827 Logan Street & 1684 Central Parkway, Cincinnati, Ohio 45202
Parcel ID No.: 133-0003-0146-00

Situated in Section 13, Town 3, Fractional Range 2, Miami Purchase, City of Cincinnati, Hamilton County, Ohio, being all of Lot 35, 36, 37 of John Mclean's Subdivision of Blocks K and L of Findlay and Ludlow's Subdivision as recorded in D.B. 112 Pg. 42 and as conveyed to Yukon Investments, LLC in O.R. 14488 Pg. 2133 and O. R. 14519 Pg. 2766 of the Hamilton County, Recorder's Office, the boundary of which being more particularly described as follows:

Beginning at a cross notch found at the intersection of the south right of way line of Findlay street and the west right of way line of Logan street;

Thence along said west right of way line, S09°53'43"E a distance of 100.80 feet to a cross notch found in the north line of a parcel of land conveyed to Logan Towers Limited Partnership in O.R. 14016 Pg. 1396;

Thence along said north line, S79°59'17"W a distance of 100.18 feet to a cross notch found in the east right of way line of Central Parkway;

Thence along said east right of way line, N09°53'43"W a distance of 100.80 feet to a cross notch found at the intersection of said east right of way line with the aforementioned south right of way line of Findlay street;

Thence along said south right of way line, N79°59'17"E a distance of 100.18 feet to the Point of Beginning;

Containing 0.232 acres of land more or less, being subject to all easements and restrictions of record.

Bearings are based on Ohio State Plane Coordinates, South Zone, NAD' 83, as derived from the ODOT VRS system.

The above description is based on a field survey performed by The Kleingers Group in September 2021 under the direct supervision of Matthew D. Habedank, Ohio Professional Surveyor No. 8611.

Exhibit B to CRA Agreement
APPLICATION FOR TAX EXEMPTION

TO BE ATTACHED

November 10, 2021

To: Mayor and Members of City Council 202103077

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – Human Resources: William J. Miller, Jr.
Labor Arbitration Moral Obligation**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$3,600 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x2000x7281 as a moral obligation to William J. Miller, Jr. for payment of outstanding charges for labor arbitration services provided on May 21, 2021.

Approval of this Emergency Ordinance authorizes a payment of \$3,600 from the Human Resources Department's General Fund non-personnel operating budget account no. 050x121x2000x7281 as a moral obligation to William J. Miller, Jr. for payment of outstanding charges for labor arbitration services provided on May 21, 2021.

Union contracts establish the labor arbitrator selection process. The Human Resources Department is not involved in the process, and it was not provided a copy of the service agreement or quotes for arbitration services in advance of services being rendered. As a result, the Human Resources Department was unable to certify funds before arbitration services were rendered.

The reason for the emergency is the immediate need to pay the impacted vendor for his 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

KKF

- 2021

AUTHORIZING the payment of \$3,600 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x2000x7281 as a moral obligation to William J. Miller, Jr. for payment of outstanding charges for labor arbitration services provided on May 21, 2021.

WHEREAS, union contracts establish the labor arbitrator selection process; and

WHEREAS, the Human Resources Department is not involved in the arbitrator selection process, and it was not provided a copy of the service agreement or quotes for arbitration services in advance of services being rendered; and

WHEREAS, the Human Resources Department was unable to certify funds before arbitration services were rendered; and

WHEREAS, City Council wishes to provide payment to William J. Miller, Jr. as a moral obligation for services in a total amount of \$3,600; 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 \$3,600 from the Human Resources Department General Fund non-personnel operating budget account no. 050x121x2000x7281 as a moral obligation to William J. Miller, Jr. for payment of outstanding charges for labor arbitration services provided on May 21, 2021.

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

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



Jan-Michele Lemon Kearney
Councilmember

November 8, 2021

MOTION

WE MOVE for City Council to allocate \$6,000 from a source identified by the City Administration to the Whitney Strong Foundation to provide "Save a Life" training to local community organizations.



Councilmember Jan-Michele Lemon Kearney

STATEMENT

See attached information.

Law & Public Safety

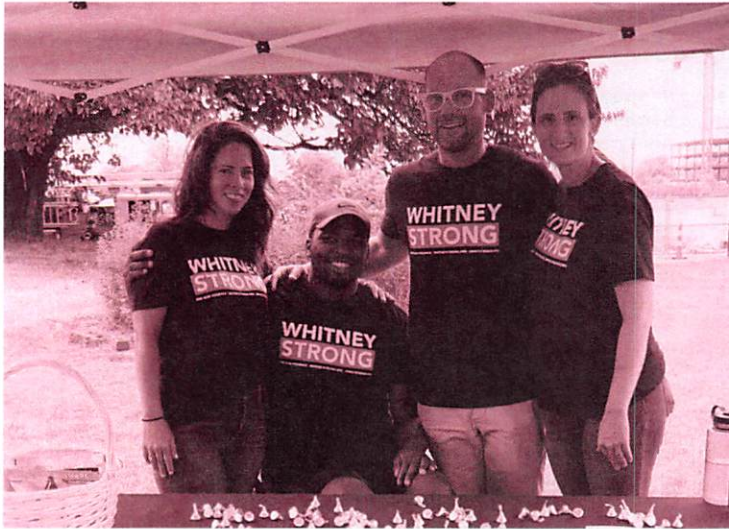
JB



W/S
WHITNEY/STRONG



1N5



Whitney/Strong's mission is to realize fewer lives impacted by gun violence through advocating and executing responsible gun ownership. We are proud to partner with Christ Emmanuel Christian Fellowship, 1N5, Project ChildSafe, and the Cincinnati Police Department to provide training and resources to help reduce firearm death and injury.

You can learn more about our organization and the miraculous survival story behind it by visiting WhitneyStrong.org or by following on social media:



Firearm Suicide Statistics

- Suicide is the 10th leading cause of death in the United States*
- On average, there are 132 suicides per day in the United States*
- In 2018, 1,555 people died of gun violence in Ohio**
 - 962 died to firearm suicide
 - 48 of those were 18 and younger

*American Foundation of Suicide Prevention (AFSP)

**WISQARS, Centers for Disease Control and Prevention, National Center for Injury Prevention and Control

What can you do?



Learn the warning signs/risk factors

- Lost interest in things they once enjoyed
- Low energy/sleeping too much/too little
- Isolated socially/avoids social interactions
- Engages in self-harm behaviors or researching ways to harm themselves
- Increase in drug/alcohol use
- Difficulty concentrating
- Decreased academic performance
- Acting irritable, anxious or reckless, or displaying mood swings

- Talking about:
 - Wanting to die or kill oneself – thoughts of suicide
 - Feeling hopeless or having no reason to live
 - Feeling trapped or in unbearable pain
 - Being a burden to others, saying goodbye
 - Fears weight gain and/or diets and exercises obsessively

Do not wait for symptoms to appear to begin conversations about mental wellness. Encourage strategies for healthy living.



Start The Conversation – How To:

1. Set up a time & place — Pick a comfortable, relaxed time to talk
2. Be direct — Let them know you've been noticing a change in their behavior, be honest
3. Listen — Listen carefully to their response and look for any warning signs, let the person explain how they are feeling without passing judgement
4. Respond empathetically — Emphasize that you want to support the person, let them know you recognize and respect their feelings



Protective Factors Can Help

- Caring relationship with a trusted adult
- Sense of connection or participation in school
- Positive self-esteem and good coping skills
- Access to care for emotional & physical problems or for substance abuse disorders



Safely Store Firearms

Studies have shown a decreased risk for self-inflicted injury among adolescents when guns are stored safely.^{***}

What do we mean by safe storage?

Safe storage means all guns are stored in a locked gun safe, cabinet or case, locked in a gun rack or stored with a cable lock (like the one provided in this kit). Ammunition should be locked in a separate location.



Know Your Resources

Visit:

- Your Primary Care Provider or Pediatrician
- Mental Health Professional
- Walk-in Clinic
- Emergency Department
- Urgent Care Center

Find a Mental Health Provider:

- findtreatment.samhsa.gov
- Mentalhealthamerica.net/finding-help

Access the National Suicide Prevention Lifeline:

1-800-273-TALK (8255)
Suicidepreventionlifeline.org

Text HELLO to 741741
(Free, 24/7, confidential crisis support by text.)

Call 911 for emergencies

Local Ohio Resources

Psychiatric Intake Response Center:
(PIRC) at Children's Hospital
(513) 636-4124

Find a mental health professional:
www.mindpeacecincinnati.org

Mental Health Access Point (MHAP):
www.mentalhealthaccesspoint.org
(513) 558-8888

^{***}Council on Injury, Violence, and Poison Prevention Executive Committee. Firearm-related Injuries Affected the Pediatric Population, American Academy of Pediatrics 2012.

November 10, 2021

To: Mayor and Members of City Council 202103092
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – Mill Creek Scour Hole Repair

Attached is an Emergency Ordinance captioned:

AUTHORIZING the expenditure of City funds from Stormwater Management Fund non-personnel operating account no. 107x311x4000x7264 for the repair of a scour hole in a portion of the Mill Creek Channel owned by the Millcreek Valley Conservancy District; and **DECLARING** such expenditure to serve a public purpose.

A scour hole has developed in a portion of the Mill Creek in the South Cumminsville neighborhood at the confluence with the City-owned West Fork channel. Unaddressed, the continued expansion of the scour hole threatens to undermine the concrete floor of the West Fork channel. In addition, an accidental drowning occurred at the site in 2019. The Millcreek Valley Conservancy District (MVCD) owns the location where the scour hole is located and has indicated that it is willing to provide the access to the City to repair the hole, but that it does not have funds to contribute to the repair work.

This ordinance is to authorize the use of up to \$100,000 in City stormwater rate funds to backfill the scour hole and to declare the use to be a public purpose to enhance public safety and protect public assets. The funding is available and has been appropriated to non-personnel operating account 107x311x4000x7264.

The Administration recommends passage of this Emergency Ordinance.

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

EMERGENCY

City of Cincinnati

AEY

AWB

An Ordinance No. _____

- 2021

AUTHORIZING the expenditure of City resources from Stormwater Management Fund non-personnel operating account no. 107x311x4000x7264 for the repair of a scour hole in a portion of the Mill Creek Channel owned by the Millcreek Valley Conservancy District; and **DECLARING** such expenditure to serve a public purpose.

WHEREAS, the Millcreek Valley Conservancy District ("MVCD") is a political subdivision of the State of Ohio created as a conservancy district pursuant to Ohio Revised Code Chapter 6101 to prevent and control flooding in the Mill Creek Valley; and

WHEREAS, a deep scour hole has developed in a portion of the Mill Creek channel owned by MVCD at the mouth of the City-owned West Fork channel; and

WHEREAS, City stormwater engineers have determined that continued scouring from the water currents at the confluence of the West Fork channel and the Mill Creek may undermine and cause collapse or damage to the concrete floor of the City-owned West Fork channel; and

WHEREAS, Mill Creek Alliance and the South Cumminsville community have also expressed public safety concerns in connection with a 2019 drowning accident at the location; and

WHEREAS, the City's Stormwater Management Utility proposes to address these infrastructure and public safety concerns by backfilling the scour hole at an estimated cost of \$100,000 using resources previously appropriated by City Council in the FY 2022 budget for operations and maintenance (Stormwater Management Fund non-personnel operating account no. 107x311x4000x7264), and has obtained approval from the Army Corps of Engineers to perform the work; and

WHEREAS, the MVCD indicated that it would be willing to provide the City and its contractors with access to the scour hole to perform the work, but that it is unable to contribute funding to the project; and

WHEREAS, backfilling of the scour hole serves the public purposes of protecting public safety and preserving the City's West Fork channel; now, therefore,

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

Section 1. That the City Administration is hereby authorized to expend up to \$100,000 in resources from Stormwater Management Fund account no. 107x311x4000x7264 to backfill the

scour hole in a portion of the Mill Creek owned by the Millcreek Valley Conservancy District (“MVCD”).

Section 2. That backfilling the scour hole in MVCD property is necessary to prevent damage to City-owned stormwater assets and protect public safety and that the expenditure of resources for this work serves a public purpose.

Section 3. That the proper City officials are hereby authorized to take all necessary and proper actions to fulfill the terms of Sections 1 and 2 of this ordinance.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need for the City to begin backfilling the scour hole to prevent further public safety issues and to protect the City stormwater assets from damage that may be created by continued enlargement of the scour hole.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

November 10, 2021

To: Mayor and Members of City Council 202103093

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – DCED: Fountain Place Redevelopment – Divisions, Inc.**

Attached is an Emergency Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc”; **AUTHORIZING** the transfer and appropriation of the sum of \$1,200,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc,” for the purpose of providing resources for improvements to real property located at project site 50 West 5th Street; **DECLARING** that expenditures from capital improvement program project account no. 980x164x221615 serve a public purpose; and **DECLARING** this capital improvement project an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725.

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc” for the purpose of providing resources for improvements to real property located at 50 West 5th Street. Approval of this Emergency Ordinance also authorizes the transfer and appropriation of \$1,200,000 from the unappropriated surplus of Urban Renewal Tax – Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc” for the purpose of providing resources for improvements to the project site, which costs may include, without limitation, acquisition, demolition, and hard construction costs for renovation of the project site, and permanent public improvements in the right of way benefitting the project site, all as allowable by law.

Finally, the Emergency Ordinance will declare that expenditures from capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc” will serve a public purpose because the redevelopment project will provide new jobs and economically beneficial impacts, supporting the redevelopment of the City’s Central Business District. It will also declare this capital project to be an urban renewal project, located in an urban renewal area, as defined by Ohio Revised Code Chapter 725.

An accompanying ordinance will be necessary to authorize the issuance of the Urban Renewal Bond resources appropriated in this Emergency Ordinance.

Divisions, Inc. (dba Divisions Maintenance Group) will be locating their headquarters at the project site. The owner of the project site, Fountain Place, LLC, an affiliate of Cincinnati Center Development Corporation (3CDC), will be facilitating the construction of the improvements on behalf of the Divisions, Inc. The Project will create approximately 205,000 square feet of office space and 20,000 square feet of commercial space; it will also rehabilitate an existing 164-space parking garage.

The Fountain Place Redevelopment project is in accordance with the Compete goal to “Cultivate our position as the most vibrant and economically healthiest part of our region” of Plan Cincinnati (2012), specifically, the strategy to “Target investment to geographic areas where there is already economic activity” as described on pages 114-117.

The reason for the emergency is the immediate need to ensure the necessary resources are made available to execute the funding agreement within the established timeline.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment





EMERGENCY

City of Cincinnati

KKF

AWB

An Ordinance No. _____

-2021

ESTABLISHING new capital improvement program project account no. 980x164x221615, "Fountain Place Redevelopment – Divisions Inc."; **AUTHORIZING** the transfer and appropriation of the sum of \$1,200,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x221615, "Fountain Place Redevelopment – Divisions Inc.," for the purpose of providing resources for improvements to real property located at project site 50 West 5th Street; **DECLARING** that expenditures from capital improvement program project account no. 980x164x221615 serve a public purpose; and **DECLARING** this capital improvement project an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725.

WHEREAS, Divisions, Inc., d/b/a Divisions Maintenance Group, will be locating its headquarters to the renovated building located at 50 West 5th Street, also known as 505 Vine Street (the "Project Site"); and

WHEREAS, the owner of the Project Site, Fountain Place, LLC, will be facilitating construction of the improvements on behalf of Divisions, Inc, among other improvements to the Project Site, including creating approximately 205,000 square feet of office space and 20,000 square feet of commercial space, and rehabilitating an existing 164-space parking garage (the "Project"); and

WHEREAS, the Project Site constitutes an urban renewal area and the Project constitutes an urban renewal project, each for purposes of Ohio Revised Code Chapter 725; and

WHEREAS, resources need to be in place prior to executing a funding agreement; and

WHEREAS, the Project is in accordance with the Compete goal to "cultivate our position as the most vibrant and economically healthiest part of our region," specifically, the strategy to "target investment to geographic areas where there is already economic activity" described on pages 114-117 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the Finance Director is hereby authorized to establish new capital improvement program project account no. 980x164x221615, "Fountain Place Redevelopment –

Divisions Inc,” for the purpose of providing resources for improvements to real property located at 50 West 5th Street, also known as 505 Vine Street (the “Project Site”).

Section 2. That the transfer and appropriation of the sum of \$1,200,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to newly established capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc,” for the purpose of providing resources for improvements to the Project Site, which costs may include, without limitation, acquisition, demolition, and hard construction costs for renovation of the Project Site, and permanent public improvements in the right of way benefitting the Project Site, all as allowable by law (the “Project”), is hereby authorized.

Section 3. That Council hereby declares that expenditures from capital improvement program project account no. 980x164x221615, “Fountain Place Redevelopment – Divisions Inc,” will serve a public purpose because the redevelopment project will provide new jobs and economically beneficial impacts supporting the redevelopment of the City’s Central Business District.

Section 4. That Council hereby declares that the Project constitutes an urban renewal project and the Project Site constitutes an urban renewal area, each as defined in Section 725 of the Ohio Revised Code.

Section 5. That Council authorizes the appropriate City officials to take all necessary and proper actions as they deem necessary or appropriate to fulfill the terms of this ordinance, including, without limitation, entering into any agreements, amendments, and other instruments pertaining to the Project.

Section 6. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 5 hereof.

Section 7. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure the necessary resources are made available to execute the funding agreement within the established timeline.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

November 10, 2021

To: Mayor and Members of City Council **202103094**

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance for Issuance of \$1,200,000 Economic Development Revenue Bonds (Foundry Urban Renewal Project)**

Transmitted herewith is an Emergency Ordinance captioned as follows:

PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,200,000 OF ECONOMIC DEVELOPMENT REVENUE BONDS (FOUNDRY URBAN RENEWAL PROJECT), OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF JOB CREATION WITHIN THE CITY'S CENTRAL BUSINESS DISTRICT; AUTHORIZING A PLEDGE AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.

This emergency ordinance authorizes the Finance Director to proceed with the sale of bonds or notes (the "Financing") in the amount of \$1,200,000 to fund urban renewal improvements in the Central Business District. The Financing will provide funds for the redevelopment project known as The Foundry, located at 50 West 5th Street / 505 Vine Street. The Financing is planned to occur in FY 2022 and a competitive interest rate not to exceed 6.00%. The Financing will be repaid by service payments in lieu of taxes received by the City pursuant to Chapter 725 of the Ohio Revised Code and deposited into the Urban Renewal Debt Retirement Fund. The emergency ordinance authorizes the Finance Director to approve the interest rates, dates of issuance, and maturity dates, and is necessary in order to advance construction of the Project in accordance with existing construction schedule requirements and to take advantage of currently favorable interest rates.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

City of Cincinnati

- 2021 *BWB*

An Ordinance No. _____

PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF NOT TO EXCEED \$1,200,000 OF ECONOMIC DEVELOPMENT REVENUE BONDS (FOUNDRY URBAN RENEWAL PROJECT), OR NOTES IN ANTICIPATION THEREOF, OF THE CITY OF CINCINNATI, COUNTY OF HAMILTON, STATE OF OHIO, FOR THE PURPOSE OF JOB CREATION WITHIN THE CITY'S CENTRAL BUSINESS DISTRICT; AUTHORIZING A PLEDGE AND LIEN ON CERTAIN REVENUES AND OTHER CITY RESOURCES, AS APPROPRIATE, TO SECURE SUCH BONDS OR NOTES; AND AUTHORIZING NECESSARY DOCUMENTS TO SECURE SUCH BONDS OR NOTES.

WHEREAS, the City of Cincinnati, Ohio (the "City") seeks to create and preserve jobs and employment opportunities within the corporate boundaries of the City in order to improve the economic welfare of the people of the City and the State of Ohio in furtherance of the public purposes set forth in Article VIII, Section 13 of the Ohio Constitution (the "Authorized Purposes"); and

WHEREAS, the City and Fountain Place, LLC (the "Developer") have entered in to a Property Sale and Development Agreement dated December 23, 2019, pursuant to which the Developer has agreed to redevelop certain property within the Central Business District of the City located at 50 West 5th Street, also known as 505 Vine Street (the "Project Site"), including without limitation, creating approximately 205,000 square feet of office space and 20,000 square feet of commercial space, and rehabilitating an existing 164-space parking garage (the "Project"); and

WHEREAS, the Project Site constitutes an urban renewal area and the Project constitutes an urban renewal project, each for purposes of Ohio Revised Code Chapter 725; and

WHEREAS, this Council by this ordinance authorizes the issuance of urban renewal bonds or notes to finance a portion of the Project in furtherance of the Authorized Purposes; now, therefore,

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

Section 1. Definitions. That when used in this ordinance, and the Indenture (as hereinafter defined), if any, the following words shall have the indicated meanings:

"Authorized Officer" means any officer, member or employee of the Issuer authorized by a certificate of the Executive to perform the act or sign the document in question, and if there is no such authorization, means the Executive.

“Bond” or “Bonds” means the Issuer's not to exceed \$1,200,000 Economic Development Revenue Bonds (Foundry Urban Renewal Project), Series 2021, to be issued in a manner determined by the Fiscal Officer.

“Bondholder,” “Holder,” “holder of Bonds,” “owner of Bonds” or any similar term means any person in whose name a Bond or Note is registered on the Bond Register.

“Bond Legislation” means this ordinance.

“Bond Register” means the records for the registration and transfer of Bonds or Notes maintained by the institution appointed as registrar and paying agent pursuant to the Fiscal Officer's Certificate or by the Trustee as Bond registrar pursuant to the Indenture.

“Bond Service Charges” means the principal, interest and any premium required to be paid on any Bonds or Notes.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

“Executive” means the City Manager or any Assistant City Manager of the Issuer.

“Fiscal Officer” means the Director of Finance, as Fiscal Officer of the Issuer.

“Fiscal Officer's Certificate” means the certificate executed by the Fiscal Officer setting forth any terms relating to the issuance of the Bonds or Notes which are not specified in this Bond Legislation.

“Indenture” means the Trust Agreement (if any) to be dated as of such date as is selected by the Fiscal Officer by and between the Issuer and the Trustee securing the Bonds or Notes, as the same may be amended as provided therein.

“Interest Payment Date” or “interest payment date” means, as to the Bonds or Notes, the dates designated as such in the Indenture or the Fiscal Officer's Certificate.

“Issuer” means the City of Cincinnati, Hamilton County, Ohio.

“Issuing Authority” means the City Council of the Issuer.

“Legal Officer” means the City Solicitor of the Issuer.

“Outstanding Bonds” or “Bonds outstanding” or “outstanding” as applied to Bonds, means, as of the applicable date, all Bonds which have been authenticated and delivered, or are then being delivered, by the Issuer pursuant to this Bond Legislation and the Fiscal Officer's Certificate or by the Trustee under the Indenture, as applicable, except:

- (a) Bonds cancelled on surrender, exchange or transfer or cancelled because of payment at or prior to such date;

(b) Bonds for the payment, redemption or purchase for cancellation of which sufficient monies have been deposited and credited for the purpose on or prior to that date in the Bond Fund, or other Special Fund or account or with the Trustee or Paying Agent (whether upon or prior to the maturity of those Bonds); and provided that if any of those Bonds are to be purchased for cancellation a firm offer for sale stating the price shall have been received and accepted;

(c) Bonds which are deemed to have been paid pursuant to the provisions of the Indenture or any Bonds which are deemed to have been paid pursuant to the provisions of this Bond Legislation and the Fiscal Officer's Certificate; and

(d) Bonds in lieu of which others have been authenticated under the Indenture or this Bond Legislation and the Fiscal Officer's Certificate.

“Notes” means notes issued in anticipation of the issuance of the Bonds.

“Paying Agent” means the Trustee or its lawful successor, or the registrar and paying agent appointed pursuant to the Fiscal Officer's Certificate, as applicable.

“person” or “Person” or words importing persons means firms, associations, partnerships (including, without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

“Revenues” means all Service Payments in Lieu of Taxes received by the City pursuant to Chapter 725 of the Ohio Revised Code and deposited into the Urban Renewal Debt Retirement Fund excluding amounts necessary to make annual principal and interest payments on any and all Bonds or Notes issued pursuant to Chapter 725 of the Ohio Revised Code, which were issued prior to the issuance of the Bonds or Notes provided for in this Ordinance.

“State” means the State of Ohio.

“Trustee” means the bank or trust company that is appointed or any successor trustee under the terms of the Indenture, if any.

Any reference to the Issuer, the Issuing Authority, or to their members, officers or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities shall include those which succeed to their functions, duties or responsibilities by operation of law, and also those who at the time may legally act in their place.

References to any act or resolution of the Ohio General Assembly, or to a section, chapter, division, paragraph or other provision of the Ohio Revised Code or the Constitution of Ohio, or the laws of Ohio, shall include that act or resolution, and that section, chapter, division, paragraph or other provision and those laws as from time to time amended, modified, supplemented, revised or superseded, unless expressly stated to the contrary, provided that no such amendment, modification, supplementation, revision or supersession shall alter the obligation to pay the Bond Service Charges on Bonds or Notes outstanding, at the time of any such action, in the amount and manner, at the times and from the sources provided in the Bond Legislation and the Indenture, except as otherwise herein permitted.

Unless the context otherwise indicates, words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. The terms “hereof,” “herein,” “hereby,” “hereto” and “hereunder,” and similar terms, means both the Bond Legislation and the Indenture, except in the case of reference to a stated section number of either.

Section 2. Determinations by Issuing Authority. The Issuing Authority hereby finds and determines that it is necessary to issue, sell and deliver the Bonds in the principal amount of not to exceed \$1,200,000 upon the terms set forth herein, as supplemented by the Indenture or the Fiscal Officer's Certificate, for the purpose of paying the costs of, or reimbursing Fountain Place, LLC or other entities for expenditures previously made in furtherance of, the redevelopment of certain real property within the Central Business District of the City located at 50 West 5th Street, also known as 505 Vine Street, including, without limitation, creating approximately 205,000 square feet of office space and 20,000 square feet of commercial space, and rehabilitating an existing 164-space parking garage (the “Project”); which costs may include, without limitation, acquisition, demolition, and hard construction costs for renovation of the Project, and permanent public improvements in the right of way benefitting the Project; all as allowable by law; such principal amount may be increased by the amounts necessary to fund a debt service reserve fund (if needed), capitalized interest (if any), costs of issuance, and other necessary and permitted costs, all as determined by the Fiscal Officer. The officers specified herein are authorized to execute and deliver the documents necessary or appropriate in order to secure the Bonds or Notes.

This Council hereby determines that the issuance of the Bonds will be for a proper public and municipal purpose and in the best interest of the Issuer.

Section 3. Terms of the Bonds.

(a) Form, Denominations and Dates. The Bonds shall be designated “Economic Development Revenue Bonds (Foundry Urban Renewal Project),” shall be negotiable instruments, shall be issued only in fully registered form, without coupons, and shall express upon their faces the purpose for which they are issued. The Bonds shall be dated as of their date of issuance, shall be numbered as determined by the Bond registrar or by the Trustee as Bond registrar, and shall be issued in denominations of \$5,000 or any integral multiple thereof or as otherwise provided in the Fiscal Officer's Certificate. The Bonds shall be exchangeable for other Bonds in the manner and upon the terms set forth in the Indenture or the Fiscal Officer's Certificate.

(b) Execution, Interest Rates and Maturities. The Bonds shall be executed by the signatures of the Mayor and Fiscal Officer of the Issuer and shall bear the official seal of the Issuer (provided that both of such signatures and such seal may be facsimiles), and shall bear the manual authenticating signature of an authorized signer of the Bond registrar or the Trustee, as appropriate. The Bonds shall bear interest from the most recent date to which interest has been paid or duly provided for, or, if no interest has been paid or duly provided for, from their dates. The Bonds shall mature or be subject to mandatory sinking fund redemption at the times and in the respective principal amounts, and such

principal amounts shall bear interest payable semiannually on each Interest Payment Date, at the respective rates per annum not to exceed 6.00%, as determined by the Fiscal Officer (after negotiation, if the Bonds are sold, with the original purchaser of the Bonds) and set forth in the Fiscal Officer's Certificate or in a bond purchase agreement, as applicable. All Bonds shall finally mature not later than as allowable by law.

(c) Optional Redemption. The Bonds of the maturities specified in the Fiscal Officer's Certificate or, if applicable, in the bond purchase agreement shall be subject to redemption, in the manner provided in the Fiscal Officer's Certificate or the Indenture, as applicable, at the option of the Issuer, by lot, either in whole or in part, on any date, and at the redemption prices (expressed as percentages of the principal amount to be redeemed) set forth in the Fiscal Officer's Certificate or Indenture, as applicable, plus accrued interest to the date fixed for redemption.

(d) Payment. Bond Service Charges with respect to the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Trustee or the Paying Agent, in the manner provided in the Fiscal Officer's Certificate or the Indenture, as applicable.

Section 4. Issuance of Notes. If the Fiscal Officer, in the exercise of his or her judgment, determines that it is preferable that notes rather than bonds be issued initially, there are hereby authorized Notes in the aggregate principal amount of not to exceed \$1,200,000 which may be issued in anticipation of the issuance of a like principal amount of said bonds for the purpose described in Section 2 hereof. Such Notes shall be issued in such numbers and denominations as may be determined by the Fiscal Officer; shall bear interest at a rate or rates not in excess of the legal maximum rate of interest, if any, for obligations of this type under Ohio law, as shall be approved by the Fiscal Officer, payable on such dates as are determined by the Fiscal Officer; shall be dated as of their date of issuance; shall mature on such date or dates as may be selected by the Fiscal Officer; may be callable in whole or in part at any time prior to maturity as approved by the Fiscal Officer; may be issued in installments as approved by the Fiscal Officer; shall be designated "Economic Development Revenue Bond Anticipation Notes (Foundry Urban Renewal Project)"; and shall be payable as to principal at the office of the Paying Agent or the office of the Treasurer of the City, and the interest thereon shall be paid by the Paying Agent or the office of the Treasurer of the City on each Interest Payment Date to the holders of the Notes. Said Notes shall bear the signature of the Mayor, which may be a facsimile, and the manual signature of the Fiscal Officer, shall bear the corporate seal of the City, and shall express on their faces the purpose for which they are issued and that they are issued pursuant to this ordinance.

Section 5. Sale of the Bonds or Notes. The Bonds or Notes shall first be offered to the City Treasurer as the officer in charge of the Bond Retirement Fund and, if not taken by the Treasurer, may be offered to the Treasury Investment Account for purchase and, if not offered to or taken by such Account, shall be awarded and sold at public or private sale, in the sound discretion of the Fiscal Officer without further action by this Council, at such price as is determined by the Fiscal Officer, plus accrued interest on the aggregate principal amount of the Bonds or Notes from their dates to the date of delivery and payment. The Executive or Fiscal Officer is hereby authorized to make arrangements for the delivery of the Bonds or Notes to, and

payment therefor by, the purchaser or purchasers thereof at the price determined by the Fiscal Officer; and the Executive or Fiscal Officer is hereby authorized to execute a purchase agreement for the Bonds or Notes, if applicable, without further action by this Council.

Section 6. Allocation of Proceeds of the Bonds or Notes. The proceeds received by the Issuer from the sale of the Bonds or Notes shall be allocated, and are hereby appropriated, in the amounts, and to the funds, set forth in the Fiscal Officer's Certificate or the Indenture, as applicable.

Section 7. Security for the Bonds or Notes. The security for the Bonds or Notes shall be a pledge of Revenues or any other permissible funds determined by the Fiscal Officer and further described in the Indenture or the Fiscal Officer's Certificate, and a lien upon the Revenues is hereby granted for such purpose.

The Executive and the Fiscal Officer, in their sound discretion, are hereby authorized to further secure the Bonds or Notes by pledging toward payment of the Bonds or Notes other moneys not raised by taxation received by the Issuer, in the order and to the extent that they deem necessary or appropriate to obtain a favorable interest rate on the Bonds. The Executive and Fiscal Officer are further authorized to evidence such additional security in whatever manner they deem appropriate, and to execute and deliver any documents necessary to that end. Anything in the Indenture, the Bond Legislation or the Bonds or Notes notwithstanding, neither the Indenture, the Bond Legislation, nor the Bonds or Notes will constitute a debt, or a pledge of the faith, credit or taxing power of the Issuer, the State or any political subdivision thereof, and the holders or owners of the Bonds or Notes shall have no right to have taxes levied by the Issuing Authority, the General Assembly of the State, or the taxing authority of any political subdivision of the State for the payment of the Bond Service Charges, and the Bonds or Notes shall contain on their faces a statement to that effect. Nothing herein shall be deemed to prohibit the Issuer from lawfully using, of its own volition, any of its general resources, including lawfully available City income tax revenues, for the fulfillment of any of the terms and conditions of the Indenture, the Bond Legislation, or the Bonds or Notes; provided, that no moneys raised by taxation are obligated or pledged therefore.

The Executive and the Fiscal Officer are hereby authorized to make provision in the Indenture securing such Bonds or Notes for: the application of the Revenues; creation of such funds as are necessary or appropriate; investment of moneys in such funds; use of such funds; recordkeeping; such covenants of the Issuer as are necessary or appropriate; and such other matters as are customary or appropriate to be contained in the Indenture.

Section 8. Execution of the Indenture and Other Documents. The Executive and the Fiscal Officer are each hereby authorized to execute, acknowledge and deliver, on behalf of the Issuer, to the Trustee the Indenture (if any).

The Fiscal Officer is hereby authorized to exercise his or her discretion in order to set the terms contained in the Fiscal Officer's Certificate and to execute and deliver the same.

The Executive and the Fiscal Officer are each hereby separately authorized to take any and all actions and to execute such other instruments that may be necessary or appropriate in the opinion of nationally recognized bond counsel, in order to effect the issuance of the Bonds or Notes and the intent of the Bond Legislation. The Fiscal Officer, or other appropriate officer of the Issuer, shall certify a true transcript of all proceedings had with respect to the issuance of the Bonds or Notes, along with such information from the records of the Issuer as is necessary to determine the regularity and validity of the issuance of the Bonds or Notes.

This Bond Legislation shall constitute a part of the Indenture as therein provided and for all purposes of the Indenture, including, without limitation, application to the Bond Legislation of the provisions in the Indenture relating to amendment, modification and supplementation, and provisions for severability.

The Fiscal Officer is hereby authorized to appoint a trustee, paying agent and registrar for the Bonds or (if necessary) the Notes.

Section 9. Offering Document. That if deemed necessary by bond counsel, the Executive and the Fiscal Officer are each separately authorized to execute and deliver a preliminary offering document and a final document on behalf of the Issuer, which shall be in such form as such officers may approve, their execution thereof on behalf of the Issuer to be conclusive evidence of such approval, and copies thereof are hereby authorized to be prepared and furnished to the original purchaser of the Bonds or Notes for distribution to prospective purchasers of the Bonds or Notes and other interested persons.

The Executive and the Fiscal Officer on behalf of the Issuer and each of them are hereby each separately authorized to furnish such information, to execute such instruments and to take such other actions in cooperation with the original purchaser of the Bonds or Notes as may be reasonably requested to qualify the Bonds or Notes for offer and sale under the Blue Sky or other securities laws and regulations and to determine their eligibility for investment under the laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the original purchaser; provided however, that the Issuer shall not be required to register as a dealer or broker in any such state or jurisdiction or become subject to the service of process in any jurisdiction in which the Issuer is not now subject to such service.

Section 10. Taxability. As to any Bonds or Notes which constitute obligations the interest on which is excludable from gross income for federal income tax purposes under the Code, this Council, for and on behalf of the City, hereby covenants that it will restrict the use of the proceeds of the Bonds or Notes hereby authorized in such manner and to such extent, if any, and take such other actions as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute obligations the interest on which is subject to federal income taxation or that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Code. The Fiscal Officer or any other officer having responsibility with respect to the issuance of the Bonds or Notes is authorized to give an appropriate certificate on behalf of the City on the date of delivery of the Bonds or Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and

reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Sections 103(b)(2) and 148 and regulations thereunder.

These Bonds or Notes are not designated “qualified tax-exempt obligations” for the purposes set forth in Section 265(b)(3) of the Code.

Section 11. Severability. Should it be judicially determined by a court having jurisdiction to pass upon the validity of the Bond Legislation, the Indenture or the Bonds or Notes, that any provision of the Bond Legislation is beyond the powers of the Issuing Authority or the Issuer, or is otherwise invalid, then such decision shall in no way affect the validity of the Bond Legislation, the Indenture or the Bonds or Notes, or any proceedings related thereto, except as to the particular matters found by such decision to be invalid.

Section 12. Book Entry Bonds or Notes. The Issuing Authority hereby determines that these Bonds or Notes may but are not required to be issued in Book-Entry-Only form through The Depository Trust Company, New York, New York. The Letter of Representations to The Depository Trust Company from the City, dated March 21, 1995, as supplemented from time to time, is hereby ratified and confirmed.

So long as these Bonds or Notes are in Book-Entry-Only form, the following covenants and agreements of the Issuer shall be in effect:

(a) Definitions.

“Beneficial Owner” means the person in whose name a Bond or Note is recorded as the beneficial owner of such Bond or Note by the respective systems of DTC and each of the DTC Participants.

“CEDE & Co” means CEDE & Co, the nominee of DTC, and any successor nominee of DTC with respect to the Bonds or Notes.

“DTC” means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“DTC Participant” means banks, brokers or dealers who are participants of DTC.

“Letter of Representations” means the Letter of Representations dated March 21, 1995, as supplemented from time to time, from the City and the Paying Agent and Registrar, to DTC with respect to the Bonds or Notes, which shall be the binding obligation of the City and the Paying Agent and Registrar.

The Bonds or Notes shall initially be issued in global book entry form registered in the name of CEDE & Co, as nominee for DTC.

While in book entry form, payment of interest for any Bond or Note registered in the name of CEDE & Co shall be made by wire transfer or such other manner as permitted by the Letter of Representations, to the account of CEDE & Co on the Interest

Payment Date or the redemption date at the address indicated for CEDE & Co in the bond register.

(b) Book Entry Bonds or Notes.

(i) Except as provided in Section 14(c) hereof, the registered owner of all of the Bonds or Notes shall be DTC and the Bond or Notes shall be registered in the name of CEDE & Co, as nominee for DTC. The City and the Paying Agent and Registrar shall supplement (with a description of the bonds) the Letter of Representations with DTC, and the provisions of such Letter of Representations shall be incorporated herein by reference.

(ii) The Bonds or Notes shall be initially issued in the form of single fully registered global certificates in the amount of each separate stated maturity of the Bonds or Notes. Upon initial issuance, the ownership of such Bonds or Notes shall be registered in the City's bond register in the name of CEDE & Co, as nominee of DTC. The Paying Agent and Registrar and the City may treat DTC (or its nominee) as the sole and exclusive registered owner of the Bonds or Notes registered in its name for the purposes of payment of the principal, or redemption price of or interest on the Bonds or Notes, selecting the Bonds or Notes or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under this ordinance, registering the transfer of Bonds or Notes, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Paying Agent and Registrar nor the City shall be affected by any notice to the contrary. Neither the Paying Agent and Registrar nor the City shall have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Bonds or Notes under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the Paying Agent and Registrar as being a registered owner, with respect to the accuracy of any records maintained by DTC or any DTC Participant; the payment of DTC or any DTC Participant of any amount in respect of the principal or redemption price of or interest on the Bonds or Notes; any notice which is permitted or required to be given to Bondholders under this ordinance; the selection by DTC or any DTC Participant of any person to receive payment in the event of a partial redemption of the Bonds or Notes; or any consent given or other action taken by DTC as Bondholder. The Paying Agent and Registrar shall pay from moneys available hereunder all principal of, and premium, if any, and interest on the Bonds or Notes only to or "upon the order of" DTC (as that term is used in the Uniform Commercial Code as adopted in the State of Ohio), and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of, and premium, if any, and interest on the Bonds or Notes to the extent of the sum or sums so paid. Except as otherwise provided in Section 14(c) hereof, no person other than DTC shall receive an authenticated Bond certificate for each separate stated maturity evidencing the obligation of the City to make payments of principal of, and premium, if any, and interest pursuant to this ordinance. Upon

delivery by DTC to the Paying Agent and Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of CEDE & Co, and subject to the provisions of this ordinance with respect to transfers of Bonds or Notes, the word "CEDE & Co" in this ordinance shall refer to such new nominee of DTC.

(c) Delivery of Bond Certificates.

In the event the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bond certificates, the City may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the DTC Participants, of the availability through DTC of Bond certificates. In such event, the Paying Agent and Registrar shall issue, transfer and exchange, at the City's expense, Bond certificates as requested by DTC in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Bonds or Notes at any time by giving notice to the City and the Paying Agent and Registrar and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and Paying Agent and Registrar shall be obligated to deliver Bond certificates as described in this ordinance, provided that the expense in connection therewith shall be paid by DTC. In the event Bond certificates are issued, the provisions of this ordinance shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of, premium, if any, and interest on such certificates. Whenever DTC requests the City and the Paying Agent and Registrar to do so, the Paying Agent and Registrar and the City will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Bonds or Notes to any DTC Participant having Bonds or Notes credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds or Notes.

Section 13. Open Meetings Determination. The Issuing Authority hereby finds and determines that all formal actions relative to the adoption of this Bond Legislation were taken in an open meeting of this Issuing Authority, and that all deliberations of this Issuing Authority and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 14. Effective Date. That this ordinance is 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 that the sale of the Bonds or Notes authorized herein may be required within thirty days of passage of the ordinance in order to advance construction of the Project in accordance

with existing construction schedule requirements and to take advantage of currently favorable interest rates, and therefore, this ordinance shall take effect and be in force immediately upon its passage.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

November 10, 2021

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

202103096

Subject: **JOB CREATION TAX CREDIT FOR DIVISIONS MAINTENANCE GROUP**

Attached is an Emergency Ordinance captioned as follows:

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Divisions, Inc., d/b/a Divisions Maintenance Group, pursuant to which the company agrees to create 649 new jobs at its office on the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street in Cincinnati's Central Business District and for a period of 10 years, the City agrees to provide an income tax credit equal to 50% of the City income tax revenue from such new jobs.

COMPANY INFORMATION

Divisions Management Group (Divisions) is a full-service facilities maintenance company that provides a managed marketplace for facilities maintenance services to a broad range of clients. Divisions is currently located in Northern Kentucky but is looking to expand in Cincinnati.

PROJECT DESCRIPTION

The Company will be relocating 393 existing employees to the Central Business District and create a minimum of 256 new full-time employees with a total annual payroll of \$44,710,000 within the next three years. Specifically, Divisions will be moving into the Foundry, located at 505 Vine Street (aka 50 W 5th Street), which is an office building that is currently being constructed by Cincinnati Center City Development Corporation (3CDC). The Foundry project is the rehabilitation of the former Macy's department store into 205,000 square feet of office space and 20,000 square feet of commercial space. With Divisions signing their lease with 3CDC, the building's office space will be fully leased. The Company has also committed to investing a minimum of \$4,500,000 into their office space over the next two years.

PROPOSED INCENTIVE

The Ordinance provides for a 10-year JCTC whereby the City will agree to provide an income tax credit equal to 50% of City income tax revenue from such new jobs. This credit will be contingent upon the company remaining in the city for another three years after the term of the agreement and the creation of 649 new jobs within the city in the first three years of the term. In a separate ordinance, the City is also recommending Urban Renewal Tax Increment Financing assistance in the amount of \$1.2MM for tenant improvements to 505 Vine Street.

The reason for providing the payroll tax incentive is that the project provides an advantageous return on investment for the City. In addition, the incentive will require the Company to maintain an operation within the City until at least 2034

Estimated Total Term JCTC Value to Company:	\$4,023,900
Estimated Total Term New Payroll Tax Revenue:	\$6,438,240
Incentive Leverage per Dollar of City Investment:	\$1.60

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: Timothy Lynch (Ext. 4544)

The anticipated council timeline is as follows:

- November 10, 2021: Introduction to City Council
- November 15, 2021: Budget and Finance (#1)
- November 22, 2021: Budget and Finance (#2)
- November 24, 2021: City Council for Final Approval

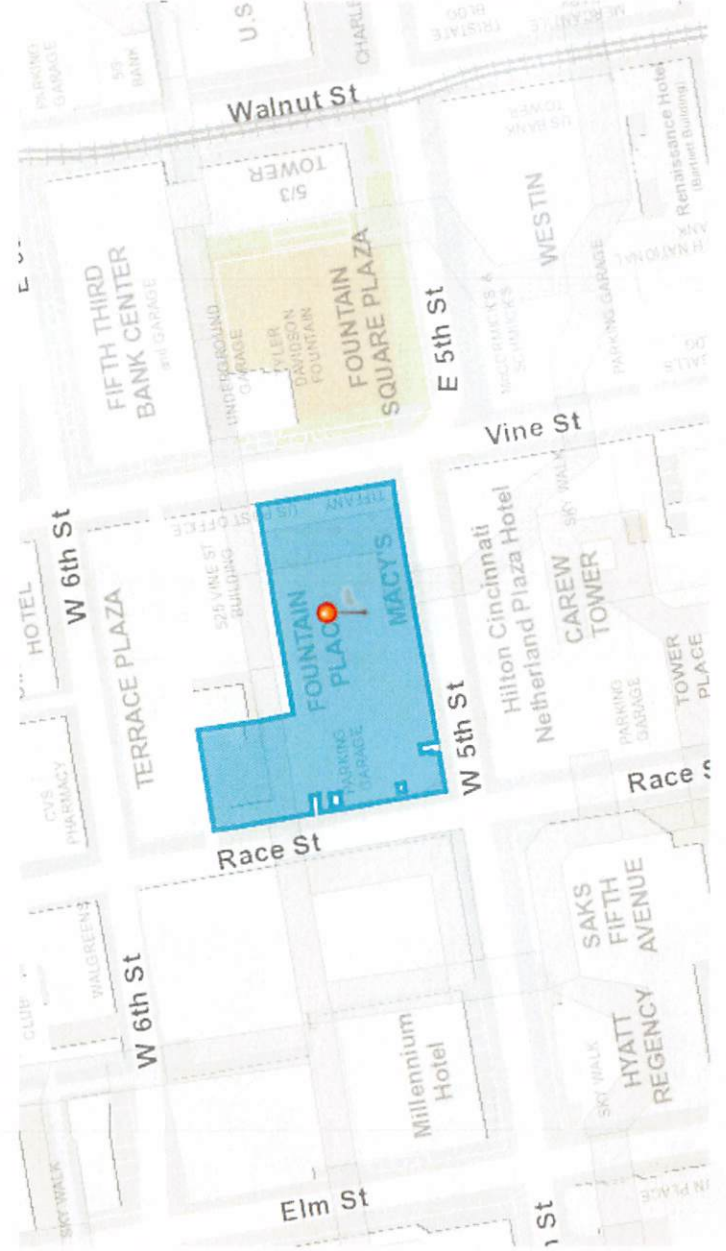
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

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

Attachment A: Location and Photographs



EMERGENCY

City of Cincinnati

TJL

AWB

An Ordinance No. _____

- 2021

APPROVING AND AUTHORIZING the execution of a Job Creation Tax Credit Agreement with Divisions, Inc., d/b/a Divisions Maintenance Group, pursuant to which the company agrees to create 649 new jobs at its office on the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street in Cincinnati's Central Business District and, for a period of 10 years, the City agrees to provide an income tax credit equal to 50% of City income tax revenue from such new jobs.

WHEREAS, the City seeks to increase employment opportunities and encourage the establishment of new jobs in the City in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution; and

WHEREAS, Divisions, Inc., d/b/a Divisions Maintenance Group ("Employer") intends to construct leasehold improvements to the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street (the "Project" and the "Project Site," respectively), which will result in the creation of at least 649 new jobs in the City within three years if certain income tax credit assistance is provided by the City; and

WHEREAS, the Ohio Tax Credit Authority has authorized a State of Ohio Job Creation Tax Credit Agreement with Employer pursuant to ORC Section 122.17; and

WHEREAS, the City Manager has recommended that Council authorize the execution of a Job Creation Tax Credit Agreement (the "Agreement") with Employer, in substantially the form attached hereto as Attachment A, which provides for an income tax credit equal to 50% of income tax revenue from new jobs created by Employer at the Project Site for a term of 10 years; and

WHEREAS, the Agreement provides that Employer will spend a minimum of \$4,500,000 to implement the Project at the Project Site; and

WHEREAS, Employer represents and has documented to the City that the income tax credit authorized by the Agreement is a major factor in Employer's decision to go forward with the Project at the Project Site; and

WHEREAS, the City income tax credit approved by this ordinance is authorized by Sections 718.15 and 718.151 of the Ohio Revised Code; now, therefore,

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

Section 1. That Council approves and authorizes the execution of a Job Creation Tax Credit Agreement (the “Agreement”) with Divisions, Inc., d/b/a Divisions Maintenance Group (“Employer”), in substantially the form attached hereto as Attachment A, in order to assist Employer in constructing leasehold improvements to the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street, which provides for a City income tax credit equal to 50% of City income tax revenue from new jobs created by Employer at the project site for a period of 10 years, and the creation of 649 new jobs in the City within three years.

Section 2. That Council authorizes the proper City officials to take all necessary and proper actions to fulfill the City’s obligations under the Agreement and to enforce the Agreement.

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

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk

Attachment A to Ordinance

Job Creation Tax Credit Agreement

SEE ATTACHED



Contract Number _____

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and DIVISIONS, INC., a Kentucky corporation, d/b/a DIVISIONS MAINTENANCE GROUP ("Grantee").

BACKGROUND INFORMATION

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Cincinnati (the "City Boundaries"), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that the Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by the Grantee on the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street, Cincinnati, Ohio 45202 (the "Project Site"), consisting of the construction of leasehold improvements on the Project Site (the "Project").
- C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. The Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on the Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in the Grantee's decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("ORC") Sections 718.15 and 718.151.
- E. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a fifty (50%) City income tax credit applicable to new jobs created by Grantee at the Project Site for a period of 10 years, and thereby create 649 new jobs in the City within 3 years of the Determination Date (as defined below).

STATEMENT OF THE AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything to the contrary herein, this Agreement shall be of no force and effect unless and until (1) this Agreement is fully executed by both parties and (2) the Council of the City of Cincinnati passes an ordinance approving this Agreement, and the ordinance takes effect.
- 2. CERTAIN DEFINITIONS. As used in this Agreement:
 - (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by the Grantee or by a Related Member, calculated with reference to all employees of the Grantee and all Related Members of the Grantee for which (1) the primary work location is within the City of Cincinnati and (2) the Grantee or a Related Member withholds City income taxes.
 - (B) "City Tax Credit Term" means the 10-year term of 2022 through 2031.

- (C) "Determination Date" means October 1, 2022.
- (D) "Employment Retention Period" means a 13-year period commencing as of the start of the City Tax Credit Term.
- (E) "Grantee's City-Wide Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed by the Grantee, calculated with reference to all employees of the Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) the Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by the Grantee to that employee is taxed by the City with respect to work performed in the City.
- (F) "Income Tax Revenue" means, for any Tax Year:
- (1) Payments from the Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in CMC Section 311-9-Q) paid by the Grantee to all Aggregate Employees whose primary work location is the Project Site; less
 - (2) Any amounts refunded by the City to Aggregate Employees whose primary work location is the Project Site (pursuant to CMC Chapter 311) relating to qualifying wages (as defined in CMC Section 311-9-Q) paid by the Grantee, as such refunds are reported by the City to the Grantee from time to time.
- (G) "Initial Tax Year" means the first Tax Year during which the Grantee is entitled to a City Income Tax Credit.
- (H) "Minimum Qualifying Wage" means an hourly wage of at least (1) \$12.50 per hour on and after July 1, 2018, (2) \$13.50 per hour on and after January 1, 2019, and (3) \$15.00 per hour on and after July 1, 2019; *provided however*, that if (i) the Grantee contributes to any health, vision and/or dental insurance plan; provides retirement benefits; or provides childcare, tuition, or training reimbursement benefits to a New Employee and (ii) the City approves in writing, in its sole and absolute discretion any such contribution, retirement, or reimbursement benefit, then the hourly cash value of any such City-approved benefit shall be added to the New Employee's base monetary hourly wage for the purposes of calculating that New Employee's hourly wage under this definition.
- (I) "Net Number of New Employees" means, for any Tax Year, the lesser of:
- (1) The average Number of New Employees in the final three (3) calendar months of that Tax Year; or
 - (2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of the Grantee's City-Wide Employees in the final three (3) months of that Tax Year; or
 - (3) The remainder computed by subtracting (a) the Baseline Aggregate Employment Level from (b) the average number of Aggregate Employees in the final three (3) months of that Tax Year.
- Computations of an "average number" of employees, as required by this Agreement, shall be made and documented by the Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.
- (J) "New Employee" means an employee of the Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location is the Project Site, (ii) is first employed by the Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by the Grantee at all times during the applicable Tax Year. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by the Grantee to that employee is taxed by the City with respect to work performed at the Project Site. "New Employees" may include employees of the Grantee employed in

employment positions that were relocated to the Project Site from other operations of the Grantee (or of a Related Member) outside of the City Boundaries.

- (K) "New Income Tax Revenue" means, for any Tax Year, the lesser of:
 - (1) Income Tax Revenue in such Tax Year relating only to New Employees; or
 - (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (L) "Number of Full-Time Employee Equivalents" means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent employees that are paid at least the Minimum Qualifying Wage for the duration of the applicable Tax Year (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
- (M) "Number of New Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (N) "Related Member" means any of the Grantee's "related members" (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those "related members" that begin operations within the City Boundaries on or after the Effective Date.
- (O) "Tax Year" means the fiscal year used by the Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

- (A) Grantee Representations. The Grantee represents that:
 - (1) The monthly average of the Number of Full-Time Employee Equivalents employed by the Grantee, for whom the Project Site was the primary work location, for the three (3) full calendar month period immediately prior to the Determination Date was 0.
 - (2) The monthly average of the Grantee's City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the "Baseline City-Wide Employment Level").
 - (3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the "Baseline Aggregate Employment Level").
 - (4) Related Members of the Grantee with any employees whose primary work location is within the City Boundaries as of the Effective Date (and the Related Members' Cincinnati addresses and Federal Tax Identification Numbers) consist of the following: NONE.
 - (5) The Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Effective Date.
- (B) Minimum Expenditures. The Grantee agrees to expend a minimum of \$4,500,000 on or before the date that is eighteen months from the Effective Date to accomplish the Project.
- (C) Minimum Number of New Employees. Within 3 years from the Determination Date, the Grantee agrees to employ a Number of New Employees at the Project Site equal to at least 649. The Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least \$44,710,000.

- (D) Relocation of Employment Positions from Elsewhere in Ohio. The Grantee may not relocate a substantial number of employment positions from elsewhere in Ohio (i.e., outside the City) unless the Director of the Department of Community and Economic Development determines that the legislative authority of the county, township, or municipal corporation from which the employment positions would be relocated has been notified by the Grantee of the relocation.
- (E) Employment Retention by the Grantee.
- (1) During each year of the Employment Retention Period, the Grantee agrees to maintain a monthly average of Aggregate Employees (determined on a twelve (12) month basis) equal to or greater than the Baseline Aggregate Employee Level.
 - (2) During each of the first three (3) years of the City Tax Credit Term, the Grantee agrees to maintain a monthly average of the Grantee's City-Wide Employees (determined on a twelve (12) month basis) equal to or greater than the Baseline City-Wide Employee Level.
 - (3) Beginning with the fourth (4th) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, the Grantee agrees to maintain an average Net Number of New Employees (determined on a twelve (12) month basis) of at least ninety percent (90%) of the highest Net Number of New Employees reported by the Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

The Grantee acknowledges and agrees that the obligations of the Grantee under this Agreement may be affected by decisions of the Related Members, as the City's agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both the Grantee and the Related Members.

- (F) City Residents; Referral Procedure for New Hires. The Grantee agrees to use its best efforts to fill at least seventy-five percent (75%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "City Resident Hiring Goal"). In furtherance of such goal, the Grantee shall implement the following procedures:
- (1) City Representative. In its efforts to meet the City Resident Hiring Goal, the Grantee agrees to request referrals from the OhioMeansJobs Center (or such other agency as the City Manager may designate) when positions need to be filled. A representative of the personnel office of the Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess the Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
 - (2) Initial Positions. As soon as practicable after execution of this Agreement, and no later than ninety (90) days prior to the earlier of (a) the scheduled initial occupancy of the Project or completion of renovation or expansion or (b) the date when the following employment positions will be filled, the Grantee agrees to notify the City Representative of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, the Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.
 - (3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from the Grantee, submit in writing the following: (a) the positions for which the City intends to make referrals; (b) the names and qualifications of referred applicants for each position available; and (c) the date when these applicants will be available for interview. For positions requiring customized training, however, such information may be submitted to the Grantee up to thirty (30) days prior to the date that such positions are to be filled.
 - (4) Interviews. The Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position. If (a) the City Representative informs the Grantee that it does not intend to make referrals for a position, (b) the City Representative fails to refer applicants who are available for interview for a position in accordance with this subsection

or (c) the applicants referred for a position are deemed not qualified by the Grantee, then the Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

- (5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if the Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), the Grantee agrees to notify the City Representative for an additional referral of applicants. The Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from the City Representative. If the position is still vacant at the time referrals are received from the City Representative, the Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position.
- (6) Continuation of Referral Procedure. If the Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

4. CITY INCOME TAX CREDIT.

- (A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which the Grantee has claimed the City Income Tax Credit on an income tax return filed directly with the City with respect to its net profits and is otherwise in full compliance with all requirements under both CMC Chapter 311 and this Agreement, the Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on the Grantee's net profits under CMC Chapter 311. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in CMC Section 311-9-B1).
- (B) Amount of Credit. The amount of the City Income Tax Credit shall be fifty percent (50%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to CMC Chapter 311) from the Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under CMC Chapter 311. If the City Income Tax Credit exceeds the Grantee's tax liability for such Tax Year, the City Income Tax Credit shall not be refunded to the Grantee or carried back to previous Tax Years, but may be carried forward up to five (5) Tax Years; provided, however, that such City Income Tax Credit shall not be carried forward beyond the tenth (10th) Tax Year (for the purposes of such calculations, the Initial Tax Year shall be the first (1st) Tax Year).
- (C) Related Members. The Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both the Grantee and the Related Members affect the calculation of Net Number of New Employees.

5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS. In accordance with Ohio Revised Code Section 9.66, (A) the Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Grantee authorizes the City and/or the State to inspect the personal financial statements of the Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) the Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first-degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in

the City requiring the Grantee's repayment of any assistance provided by the City in connection with the Project.

6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides the Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides the Grantee with written notice of an event of default under Section 3(C) or 3(D), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, in its sole discretion, require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 3(C) or 3(D) (i.e. in the event that Grantee defaults under Section 3(C) or 3(D) in multiple Tax Years, the City may require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (C) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides the Grantee with written notice of an event of default under Section 5, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or any portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 5 (i.e. in the event that Grantee defaults under Section 5 in multiple Tax Years, the City may require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (D) Reimbursement. The Grantee hereby agrees (i) to make any payments required by the City under this Section within thirty (30) days of written demand by the City and (ii) in the event that the City refunds any Income Tax Revenue in a subsequent Tax Year for which a City Income Tax Credit was previously granted pursuant to this Agreement (the "Refund Amount"), then no later than thirty (30) days following Grantee's receipt of written notice from the City (the "City's Notice"), the Grantee will either (a) pay an amount equal to the Refund Amount to the City, as detailed in the City's Notice or (b) deliver written notice to the City that the Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit the Grantee is eligible to receive pursuant to this Agreement following the Grantee's receipt of the City's Notice. In the event that the Grantee fails to make a timely election pursuant to the foregoing sentence, then the City may, in its sole and absolute discretion, reduce the amount of any future City Income Tax Credits by the Refund Amount, charge interest on the Refund Amount, terminate this Agreement, and/or take any and all other actions available to the City pursuant to this Agreement and applicable law. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of the applicable payment demand by the City). The Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.
- (E) No City Income Tax Credit if Grantee not in Full Compliance. Notwithstanding anything to the contrary in this Agreement, the Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which the Grantee is not in full compliance with all requirements of this Agreement.

7. **SUBMISSION OF ANNUAL REPORTS.** During the Employment Retention Period, the Grantee shall submit to the City an annual progress report documenting the Number of Full-Time Employee Equivalents at the Project Site, the number of the Grantee's City-Wide Employees, the number of Aggregate Employees, the Net Number of New Employees, the New Income Tax Revenue, the hourly wages and any related Grantee-paid benefits claimed as part of a Minimum Qualifying Wage for each New Employee for the duration of the applicable Tax Year, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for the Grantee and the Related Members for the report period, and the City may, in its discretion, require that the report be submitted in a certain format and manner (e.g., submission of a particular electronic file format, mailing a hard copy, etc.). The Grantee agrees to furnish the progress report to the City no later than the first business day of May following each year during the Employment Retention Period. The annual report, as submitted, must be certified as accurate and signed by (A) an independent certified public accountant licensed to do business in the state of Ohio (an "ICPA"), (B) the Chief Executive Officer of the Grantee and (C) the Chief Financial Officer of the Grantee; provided, however, that (1) reports for any or all of the initial two Tax Years may be submitted without certification and signature of an ICPA, so long as the Grantee's report for the third Tax Year includes an ICPA certification and signature for all Tax Years in which a City Income Tax Credit has been claimed without previous certification by an ICPA and (2) after the report for the third Tax Year, the ICPA certification and signature need not be provided more frequently than once every two years, so long as each ICPA certification and signature applies both to the current reported Tax Year and any previous Tax Year in which a City Income Tax Credit has been claimed without previous certification by an ICPA. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to the Grantee and the Tax Commissioner (as defined in CMC Section 311-9-T2) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.
8. **SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.**¹
- (A) **Small Business Enterprise Program Policy.** The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in CMC Section 323-1, "**SBEs**"). Pursuant to CMC Section 323-7, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1), supplies (as such term is defined in CMC Section 323-1), services (as such term is defined in CMC Section 323-1) and professional services (as such term is defined in CMC Section 323-1). Accordingly, the Grantee shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion. The Grantee may refer interested firms to the City's Department of Economic Inclusion for review and possible certification as an SBE. The Grantee shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
- (1) Including qualified SBEs on solicitation lists.
 - (2) Assuring that SBEs are solicited whenever they are potential sources. The Grantee must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
 - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
 - (4) If any subcontracts are to be let, the Grantee shall require the prime contractor (if different from the Grantee) to take the above affirmative steps.
 - (5) Prior to the commencement of work under any subcontracts, the Grantee shall provide to the City a list of such subcontractors, including information as to the dollar amount of the

¹ Note: The Department of Community and Economic Development is currently reviewing alternatives for updating this provision based on recent legislative changes adopted by Council. If an alternative policy is approved by DCED prior to the execution of this Agreement, this provision will be revised accordingly.

subcontracts and such other information as may be requested by the City. The Grantee shall update the report monthly.

- (6) The Grantee shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.

(B) Small Business Enterprise Program Remedies. Failure of the Grantee or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Grantee to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.

(C) Equal Employment Opportunity Program. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9).

(D) Further Information. Details concerning both the SBE Program and the Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513)352-3144.

9. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, the Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, documentation with respect to any Grantee-paid benefits claimed as part of a Minimum Qualifying Wage, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, the Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and the Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), the Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.
10. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, the Grantee shall make available to the City and to appropriate State agencies or officials all records of the Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.
11. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.
12. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, the Grantee agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.
13. INDEMNIFICATION. The Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced

or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that the Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by the Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, the Grantee shall pay the maximum portion which it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither the Grantee nor the City shall assert, and each of the Grantee and the City hereby waives, any claim against either the Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplate hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.

14. CITY IDENTIFICATION IN MARKETING MATERIALS. The Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media). In identifying the City as a funding source, the Grantee shall use either the phrase "Funded 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. The Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.
15. CONFLICT OF INTEREST. The Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Grantee or in this Agreement and the Grantee shall take appropriate steps to assure compliance.
16. MISCELLANEOUS.
 - (A) Relocation of Project Site Within the City. During the term of the Tax Credit, the Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.
 - (B) Governing Law. This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.
 - (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
 - (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.

- (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the City.
- (G) Successor in Interest. Each and all of the Grantee's obligations under this Agreement shall extend to and bind not only the Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), the Grantee's benefits hereunder shall inure to the benefit of any approved assignee.
- (H) Certification as to Non-Debarment. Grantee represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.
- (I) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Cincinnati
801 Plum Street, Room 152
Cincinnati, Ohio 45202
Attention: City Manager

with a copy to:

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

To the Grantee:

Divisions, Inc.
[c/o Divisions Holding Corp.
1 Riverfront Place, Suite 500
Attention: J. Alexander Strohm, General Counsel]

If the Grantee sends a notice to the City alleging that the City is in breach of this Agreement, the Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, Attention: City Solicitor.

- (J) Wage Enforcement. This Agreement 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 a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.

- (K) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, the Grantee 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.
 - (L) 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.
17. FEES. The Grantee shall pay to the City (i) within 10 days following the Effective Date, an initial administrative fee in connection with the City's application, underwriting, processing and documentation costs equal to \$3,000.00, and (ii) concurrently with the submission of each required annual report under Section 7, an annual monitoring, review and administration fee of \$2,000.00.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below,
the latest date of which shall be the "Effective Date."

DIVISIONS, INC.,
a Kentucky corporation,
d/b/a DIVISIONS MAINTENANCE GROUP,

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

As authorized by corporate resolution dated _____, 2021

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____

Approved as to Form:

Assistant City Solicitor

Certification of Funds:

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director



Contract Number _____

JOB CREATION TAX CREDIT AGREEMENT

This Job Creation Tax Credit Agreement (this "Agreement") is made and entered into as of the Effective Date (as defined on the signature page hereof) by and between the CITY OF CINCINNATI, an Ohio municipal corporation (the "City"), and DIVISIONS, INC., a Kentucky corporation, d/b/a DIVISIONS MAINTENANCE GROUP ("Grantee").

BACKGROUND INFORMATION

- A. The City seeks to increase employment opportunities and to encourage establishment of new jobs within the corporate boundaries of the City of Cincinnati (the "City Boundaries"), in order to improve the economic welfare of the City and its citizens, in furtherance of the public purposes enunciated in Article VIII, Section 13 of the Ohio Constitution.
- B. The City has determined that the Grantee will create new jobs within the City Boundaries in connection with a project to be implemented by the Grantee on the 3rd and 4th floors of the Foundry building (formerly known as Fountain Place) located at 505 Vine Street, Cincinnati, Ohio 45202 (the "Project Site"), consisting of the construction of leasehold improvements on the Project Site (the "Project").
- C. Cincinnati Municipal Code ("CMC") Chapter 311 imposes income taxes, including a tax on business net profits. The Grantee represents and has documented to the City that the credit authorized by this Agreement against the tax imposed on the Grantee's net profits under CMC Chapter 311 (the "City Income Tax Credit") is a major factor in the Grantee's decision to go forward with the Project, to offset costs of capital expenditures and/or moving.
- D. The City Income Tax Credit as provided in this Agreement is authorized by Ohio Revised Code ("ORC") Sections 718.15 and 718.151.
- E. The City and Grantee intend that Grantee will implement the Project partly as a result of Grantee cost savings resulting from a fifty (50%) City income tax credit applicable to new jobs created by Grantee at the Project Site for a period of 10 years, and thereby create 649 new jobs in the City within 3 years of the Determination Date (as defined below).

STATEMENT OF THE AGREEMENT

In consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties agree as follows:

- 1. PRECONDITIONS TO EFFECTIVENESS OF AGREEMENT. Notwithstanding anything to the contrary herein, this Agreement shall be of no force and effect unless and until (1) this Agreement is fully executed by both parties and (2) the Council of the City of Cincinnati passes an ordinance approving this Agreement, and the ordinance takes effect.
- 2. CERTAIN DEFINITIONS. As used in this Agreement:
 - (A) "Aggregate Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed either by the Grantee or by a Related Member, calculated with reference to all employees of the Grantee and all Related Members of the Grantee for which (1) the primary work location is within the City of Cincinnati and (2) the Grantee or a Related Member withholds City income taxes.
 - (B) "City Tax Credit Term" means the 10-year term of 2022 through 2031.

- (C) “Determination Date” means October 1, 2022.
- (D) “Employment Retention Period” means a 13-year period commencing as of the start of the City Tax Credit Term.
- (E) “Grantee’s City-Wide Employees” means, for any stated period, the Number of Full-Time Employee Equivalents employed by the Grantee, calculated with reference to all employees of the Grantee for which (1) the primary work location is within the City (not limited to the Project Site) and (2) the Grantee withholds City income taxes. An employee is considered to have a primary work location within the City if at least fifty-one percent (51%) of the compensation paid by the Grantee to that employee is taxed by the City with respect to work performed in the City.
- (F) “Income Tax Revenue” means, for any Tax Year:
- (1) Payments from the Grantee to the City in an amount equal to the aggregate amount of earnings taxes withheld on the qualifying wages (as defined in CMC Section 311-9-Q) paid by the Grantee to all Aggregate Employees whose primary work location is the Project Site; less
 - (2) Any amounts refunded by the City to Aggregate Employees whose primary work location is the Project Site (pursuant to CMC Chapter 311) relating to qualifying wages (as defined in CMC Section 311-9-Q) paid by the Grantee, as such refunds are reported by the City to the Grantee from time to time.
- (G) “Initial Tax Year” means the first Tax Year during which the Grantee is entitled to a City Income Tax Credit.
- (H) “Minimum Qualifying Wage” means an hourly wage of at least (1) \$12.50 per hour on and after July 1, 2018, (2) \$13.50 per hour on and after January 1, 2019, and (3) \$15.00 per hour on and after July 1, 2019; *provided however*, that if (i) the Grantee contributes to any health, vision and/or dental insurance plan; provides retirement benefits; or provides childcare, tuition, or training reimbursement benefits to a New Employee and (ii) the City approves in writing, in its sole and absolute discretion any such contribution, retirement, or reimbursement benefit, then the hourly cash value of any such City-approved benefit shall be added to the New Employee’s base monetary hourly wage for the purposes of calculating that New Employee’s hourly wage under this definition.
- (I) “Net Number of New Employees” means, for any Tax Year, the lesser of:
- (1) The average Number of New Employees in the final three (3) calendar months of that Tax Year; or
 - (2) The remainder computed by subtracting (a) the Baseline City-Wide Employment Level from (b) the average number of the Grantee’s City-Wide Employees in the final three (3) months of that Tax Year; or
 - (3) The remainder computed by subtracting (a) the Baseline Aggregate Employment Level from (b) the average number of Aggregate Employees in the final three (3) months of that Tax Year.
- Computations of an “average number” of employees, as required by this Agreement, shall be made and documented by the Grantee in a manner subject to approval by the City, such approval not to be unreasonably withheld.
- (J) “New Employee” means an employee of the Grantee that meets all of the following criteria during the applicable Tax Year: (i) has a primary work location is the Project Site, (ii) is first employed by the Grantee within the City Boundaries after the Determination Date, and (iii) is paid at least the Minimum Qualifying Wage by the Grantee at all times during the applicable Tax Year. An employee is considered to have a primary work location at the Project Site if at least fifty-one percent (51%) of the compensation paid by the Grantee to that employee is taxed by the City with respect to work performed at the Project Site. “New Employees” may include employees of the Grantee employed in

employment positions that were relocated to the Project Site from other operations of the Grantee (or of a Related Member) outside of the City Boundaries.

- (K) "New Income Tax Revenue" means, for any Tax Year, the lesser of:
 - (1) Income Tax Revenue in such Tax Year relating only to New Employees; or
 - (2) The amount computed by multiplying (a) the Net Number of New Employees for such Tax Year by (b) the average amount of Income Tax Revenue received by the City in such Tax Year per New Employee (which average amount is computed by dividing (x) the total Income Tax Revenue for such Tax Year relating only to New Employees by (y) the monthly average of Number of New Employees (determined on a twelve (12) month basis) employed during such Tax Year.
- (L) "Number of Full-Time Employee Equivalents" means one fortieth (1/40) of the total number of compensated hours worked in a work week by permanent employees that are paid at least the Minimum Qualifying Wage for the duration of the applicable Tax Year (whether full-time or part-time), provided that the hours included in the calculation may not exceed forty (40) per week for any individual employee.
- (M) "Number of New Employees" means, for any stated period, the Number of Full-Time Employee Equivalents employed in that period, calculated only with reference to hours worked by New Employees.
- (N) "Related Member" means any of the Grantee's "related members" (as defined in ORC Section 122.171(A)(7)) that has at least one employee whose primary work location is within the City Boundaries (not limited to the Project Site), including those "related members" that begin operations within the City Boundaries on or after the Effective Date.
- (O) "Tax Year" means the fiscal year used by the Grantee to compute net profits under CMC Chapter 311.

3. PROJECT; JOB CREATION AND RETENTION.

- (A) Grantee Representations. The Grantee represents that:
 - (1) The monthly average of the Number of Full-Time Employee Equivalents employed by the Grantee, for whom the Project Site was the primary work location, for the three (3) full calendar month period immediately prior to the Determination Date was 0.
 - (2) The monthly average of the Grantee's City-Wide Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the "Baseline City-Wide Employment Level").
 - (3) The monthly average of Aggregate Employees for the three (3) full calendar month period immediately prior to the Determination Date was 0 (the "Baseline Aggregate Employment Level").
 - (4) Related Members of the Grantee with any employees whose primary work location is within the City Boundaries as of the Effective Date (and the Related Members' Cincinnati addresses and Federal Tax Identification Numbers) consist of the following: NONE.
 - (5) The Grantee shall give written notice to the City of any Related Member that begins operations within the City Boundaries on or after the Effective Date.
- (B) Minimum Expenditures. The Grantee agrees to expend a minimum of \$4,500,000 on or before the date that is eighteen months from the Effective Date to accomplish the Project.
- (C) Minimum Number of New Employees. Within 3 years from the Determination Date, the Grantee agrees to employ a Number of New Employees at the Project Site equal to at least 649. The Grantee agrees that the aggregate annual wages of the New Employees will be equal to at least \$44,710,000.

- (D) Relocation of Employment Positions from Elsewhere in Ohio. The Grantee may not relocate a substantial number of employment positions from elsewhere in Ohio (i.e., outside the City) unless the Director of the Department of Community and Economic Development determines that the legislative authority of the county, township, or municipal corporation from which the employment positions would be relocated has been notified by the Grantee of the relocation.
- (E) Employment Retention by the Grantee.
- (1) During each year of the Employment Retention Period, the Grantee agrees to maintain a monthly average of Aggregate Employees (determined on a twelve (12) month basis) equal to or greater than the Baseline Aggregate Employee Level.
 - (2) During each of the first three (3) years of the City Tax Credit Term, the Grantee agrees to maintain a monthly average of the Grantee's City-Wide Employees (determined on a twelve (12) month basis) equal to or greater than the Baseline City-Wide Employee Level.
 - (3) Beginning with the fourth (4th) year of the City Tax Credit Term and continuing during each subsequent year of the Employment Retention Period, the Grantee agrees to maintain an average Net Number of New Employees (determined on a twelve (12) month basis) of at least ninety percent (90%) of the highest Net Number of New Employees reported by the Grantee in calculating the City Income Tax Credit in any prior Tax Year during the City Tax Credit Term.

The Grantee acknowledges and agrees that the obligations of the Grantee under this Agreement may be affected by decisions of the Related Members, as the City's agreement to provide the City Income Tax Credit authorized herein is conditioned on maintenance of the existing employment within the City Boundaries by both the Grantee and the Related Members.

- (F) City Residents; Referral Procedure for New Hires. The Grantee agrees to use its best efforts to fill at least seventy-five percent (75%) of the new jobs created in connection with the Project with employees residing within the City Boundaries (the "City Resident Hiring Goal"). In furtherance of such goal, the Grantee shall implement the following procedures:
- (1) City Representative. In its efforts to meet the City Resident Hiring Goal, the Grantee agrees to request referrals from the OhioMeansJobs Center (or such other agency as the City Manager may designate) when positions need to be filled. A representative of the personnel office of the Grantee will meet periodically with a representative of the OhioMeansJobs Center (the "City Representative") to assess the Grantee's future employment needs and to assure that qualified applicants can be recruited and trained in a timely manner.
 - (2) Initial Positions. As soon as practicable after execution of this Agreement, and no later than ninety (90) days prior to the earlier of (a) the scheduled initial occupancy of the Project or completion of renovation or expansion or (b) the date when the following employment positions will be filled, the Grantee agrees to notify the City Representative of the following: (i) the number of new employees that will be required, and the date when the positions must be filled; (ii) the training, qualifications and experience required for the individuals who will fill the positions; and (iii) the name, address and telephone number of the person responsible for hiring. For positions requiring customized training, the Grantee agrees to provide such notice as far in advance of such ninety-day period as is practicable.
 - (3) City Referrals. The City Representative shall, within thirty (30) days after receiving such notification from the Grantee, submit in writing the following: (a) the positions for which the City intends to make referrals; (b) the names and qualifications of referred applicants for each position available; and (c) the date when these applicants will be available for interview. For positions requiring customized training, however, such information may be submitted to the Grantee up to thirty (30) days prior to the date that such positions are to be filled.
 - (4) Interviews. The Grantee agrees to interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position. If (a) the City Representative informs the Grantee that it does not intend to make referrals for a position, (b) the City Representative fails to refer applicants who are available for interview for a position in accordance with this subsection or

(c) the applicants referred for a position are deemed not qualified by the Grantee, then the Grantee may hire individuals from other sources for such position, without any further obligations or restrictions hereunder as to such position.

- (5) Subsequent Positions. During the three (3) year period following the date upon which this Agreement becomes effective, if the Grantee needs to fill a vacant employment position (either from attrition or an increase in employment), the Grantee agrees to notify the City Representative for an additional referral of applicants. The Grantee, however, is under no obligation to postpone the hiring of a new employee pending receipt of referrals from the City Representative. If the position is still vacant at the time referrals are received from the City Representative, the Grantee shall interview those applicants who are referred by the City Representative and shall consider for employment those applicants the Grantee finds to be qualified for an available position.
- (6) Continuation of Referral Procedure. If the Grantee and the City agree that this referral process has been mutually beneficial, the parties shall continue the process after the three (3) year period.

4. CITY INCOME TAX CREDIT.

- (A) Credit Requirements. Subject to the terms and conditions of this Agreement, for each Tax Year during the City Tax Credit Term in which the Grantee has claimed the City Income Tax Credit on an income tax return filed directly with the City with respect to its net profits and is otherwise in full compliance with all requirements under both CMC Chapter 311 and this Agreement, the Grantee shall be allowed to apply the City Income Tax Credit stated in this Section against the tax imposed on the Grantee's net profits under CMC Chapter 311. The City Income Tax Credit shall be applied in accordance with any applicable rules and regulations (consistent with this Agreement) that may be adopted by the Board of Review (as defined in CMC Section 311-9-B1).
- (B) Amount of Credit. The amount of the City Income Tax Credit shall be fifty percent (50%) of any New Income Tax Revenue in a given Tax Year. The City Income Tax Credit shall be applied against net profits tax due to the City (pursuant to CMC Chapter 311) from the Grantee for such Tax Year. The City Income Tax Credit shall be allowed only after the allowance of all other credits and deductions under CMC Chapter 311. If the City Income Tax Credit exceeds the Grantee's tax liability for such Tax Year, the City Income Tax Credit shall not be refunded to the Grantee or carried back to previous Tax Years, but may be carried forward up to five (5) Tax Years; provided, however, that such City Income Tax Credit shall not be carried forward beyond the tenth (10th) Tax Year (for the purposes of such calculations, the Initial Tax Year shall be the first (1st) Tax Year).
- (C) Related Members. The Grantee acknowledges and agrees that the City Income Tax Credit calculated under this Agreement will be reduced to the extent that reductions in the number of Aggregate Employees of both the Grantee and the Related Members affect the calculation of Net Number of New Employees.

5. COVENANT AS TO OUTSTANDING LIABILITIES; INSPECTION OF RECORDS; FALSE STATEMENTS. In accordance with Ohio Revised Code Section 9.66, (A) the Grantee affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or to a political subdivision of the State; (2) any moneys to the State or a State agency for the administration or enforcement of any environmental laws of the State; or (3) any other moneys to the State, a State agency or a political subdivision of the State that are past due, regardless of whether the amounts owed are being contested in a court of law or not; (B) the Grantee authorizes the City and/or the State to inspect the personal financial statements of the Grantee, including tax records and other similar information not ordinarily open to public inspection; and (C) the Grantee authorizes the Ohio Environmental Protection Agency and the Ohio Department of Taxation to release information to the City and or other State departments in connection with the above statements. As provided by statute, a knowingly false statement under this Section may be prosecuted as a first-degree misdemeanor under Ohio Revised Code Section 2921.13, may render the Grantee ineligible for any future economic development assistance from the State or any political subdivision of the State and will result in the City requiring the Grantee's repayment of any assistance provided by the City in connection with the Project.

6. TERMINATION; REIMBURSEMENT FOR DEFAULT.

- (A) Suspension or Termination of the City Income Tax Credit. Subject to the provisions of subsections (B) and (C) below, if the City provides the Grantee with written notice of an event of default under this Agreement, and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City shall suspend or terminate the City Income Tax Credit hereunder and may, in the City's sole discretion, take such other measures as may be lawful (including suing for specific performance). Except as provided in subsections (B) or (C) below, such suspension or termination shall only affect City Income Tax Credits otherwise allowable after the date of suspension or termination.
- (B) Grantee's Failure to Comply with Job Creation and Retention Obligations. If the City provides the Grantee with written notice of an event of default under Section 3(C) or 3(D), and such default is not cured to the City's satisfaction within thirty (30) days of such notice, the City may, in its sole discretion, require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 3(C) or 3(D) (i.e. in the event that Grantee defaults under Section 3(C) or 3(D) in multiple Tax Years, the City may require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (C) Grantee's Failure to Comply with Outstanding Liability Obligations. If the City provides the Grantee with written notice of an event of default under Section 5, the City may, after giving the Grantee an opportunity to explain such default, require the Grantee to pay to the City all or any portion of the City Income Tax Credits previously claimed under this Agreement. For the avoidance of doubt, the City shall have the ability to exercise its rights under this Section with respect to each event of default under Section 5 (i.e. in the event that Grantee defaults under Section 5 in multiple Tax Years, the City may require the Grantee to pay to the City all or a portion of the City Income Tax Credits previously claimed and not repaid under this Agreement after each event of default).
- (D) Reimbursement. The Grantee hereby agrees (i) to make any payments required by the City under this Section within thirty (30) days of written demand by the City and (ii) in the event that the City refunds any Income Tax Revenue in a subsequent Tax Year for which a City Income Tax Credit was previously granted pursuant to this Agreement (the "Refund Amount"), then no later than thirty (30) days following Grantee's receipt of written notice from the City (the "City's Notice"), the Grantee will either (a) pay an amount equal to the Refund Amount to the City, as detailed in the City's Notice or (b) deliver written notice to the City that the Grantee will reduce its future City Income Tax Credits by the Refund Amount, such reduction to begin with the first City Income Tax Credit the Grantee is eligible to receive pursuant to this Agreement following the Grantee's receipt of the City's Notice. In the event that the Grantee fails to make a timely election pursuant to the foregoing sentence, then the City may, in its sole and absolute discretion, reduce the amount of any future City Income Tax Credits by the Refund Amount, charge interest on the Refund Amount, terminate this Agreement, and/or take any and all other actions available to the City pursuant to this Agreement and applicable law. Amounts due and not paid when due shall bear interest at the rate specified in ORC Section 1343.03(A) (as such rate is in effect on the date of the applicable payment demand by the City). The Grantee hereby expressly waives the statute of limitations period contained in CMC Chapter 311 with respect to any such demand and payment.
- (E) No City Income Tax Credit if Grantee not in Full Compliance. Notwithstanding anything to the contrary in this Agreement, the Grantee shall not be allowed a City Income Tax Credit hereunder (including any credit carried forward from prior tax years) in any Tax Year in which the Grantee is not in full compliance with all requirements of this Agreement.

7. SUBMISSION OF ANNUAL REPORTS. During the Employment Retention Period, the Grantee shall submit to the City an annual progress report documenting the Number of Full-Time Employee Equivalents at the

Project Site, the number of the Grantee's City-Wide Employees, the number of Aggregate Employees, the Net Number of New Employees, the New Income Tax Revenue, the hourly wages and any related Grantee-paid benefits claimed as part of a Minimum Qualifying Wage for each New Employee for the duration of the applicable Tax Year, and any other information that the City deems relevant to this Agreement. The report shall include computations of necessary employment information for the Grantee and the Related Members for the report period, and the City may, in its discretion, require that the report be submitted in a certain format and manner (e.g., submission of a particular electronic file format, mailing a hard copy, etc.). The Grantee agrees to furnish the progress report to the City no later than the first business day of May following each year during the Employment Retention Period. The annual report, as submitted, must be certified as accurate and signed by (A) an independent certified public accountant licensed to do business in the state of Ohio (an "ICPA"), (B) the Chief Executive Officer of the Grantee and (C) the Chief Financial Officer of the Grantee; provided, however, that (1) reports for any or all of the initial two Tax Years may be submitted without certification and signature of an ICPA, so long as the Grantee's report for the third Tax Year includes an ICPA certification and signature for all Tax Years in which a City Income Tax Credit has been claimed without previous certification by an ICPA and (2) after the report for the third Tax Year, the ICPA certification and signature need not be provided more frequently than once every two years, so long as each ICPA certification and signature applies both to the current reported Tax Year and any previous Tax Year in which a City Income Tax Credit has been claimed without previous certification by an ICPA. If the report is approved by the City as demonstrating compliance with this Agreement, a certificate of verification from the City will be sent to the Grantee and the Tax Commissioner (as defined in CMC Section 311-9-T2) within thirty (30) days after receipt of the annual report. Failure to submit an annual report within the time periods specified herein will be considered a default and may result in termination of this Agreement.

8. SMALL BUSINESS ENTERPRISE PROGRAM AND EQUAL EMPLOYMENT OPPORTUNITY PROGRAM.¹

- (A) Small Business Enterprise Program Policy. The policy of the City is that a fair share of contracts be awarded to Small Business Enterprises (as such term is defined in CMC Section 323-1, "SBEs"). Pursuant to CMC Section 323-7, the City's annual goal for SBE participation shall be thirty percent (30%) of the City's total dollars spent for construction (as such term is defined in CMC Section 323-1), supplies (as such term is defined in CMC Section 323-1), services (as such term is defined in CMC Section 323-1) and professional services (as such term is defined in CMC Section 323-1). Accordingly, the Grantee shall use its best efforts and take affirmative steps to achieve the City's goal of voluntarily meeting thirty percent (30%) SBE participation. A list of SBEs may be obtained from the City's Department of Economic Inclusion for review and possible certification as an SBE. The Grantee shall comply with the provisions of CMC Chapter 323, including without limitation taking at least the following affirmative steps:
- (1) Including qualified SBEs on solicitation lists.
 - (2) Assuring that SBEs are solicited whenever they are potential sources. The Grantee must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials, or to bid on construction contracts, as applicable.
 - (3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.
 - (4) If any subcontracts are to be let, the Grantee shall require the prime contractor (if different from the Grantee) to take the above affirmative steps.
 - (5) Prior to the commencement of work under any subcontracts, the Grantee shall provide to the City a list of such subcontractors, including information as to the dollar amount of the subcontracts and such other information as may be requested by the City. The Grantee shall update the report monthly.

¹ Note: The Department of Community and Economic Development is currently reviewing alternatives for updating this provision based on recent legislative changes adopted by Council. If an alternative policy is approved by DCED prior to the execution of this Agreement, this provision will be revised accordingly.

- (6) The Grantee shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by submitting such information as may be requested from time to time by the City.
- (B) Small Business Enterprise Program Remedies. Failure of the Grantee or its contractors and subcontractors to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach SBE participation as set out in CMC Chapter 323 may be construed by the City as failure of the Grantee to use its best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this Section. The provisions of CMC Section 323-99 are hereby incorporated by reference into this Agreement.
- (C) Equal Employment Opportunity Program. This Agreement is subject to and hereby incorporates the provisions of the Equal Employment Opportunity Program set forth in CMC Chapter 325 (including, without limitation, CMC Section 325-9).
- (D) Further Information. Details concerning both the SBE Program and the Equal Employment Opportunity Program can be obtained from the City's Department of Economic Inclusion, Two Centennial Plaza, 805 Central Avenue, Suite 222, Cincinnati, Ohio 45202, (513)352-3144.
9. RECORDS, ACCESS AND MAINTENANCE. Throughout the period required by CMC Section 311-81, the Grantee agrees to establish and maintain such records as are necessary to document compliance with this Agreement (including but not limited to, financial reports, payroll records, documentation with respect to any Grantee-paid benefits claimed as part of a Minimum Qualifying Wage, intake and participant information and all other relevant information). For the three (3) year period following the end of the Employment Retention Period, the Grantee agrees to maintain records of the amounts of City Income Tax Credits claimed and allowed. The parties further agree that records with respect to any audit disallowances, litigation or dispute between the City and the Grantee shall be maintained for the time needed for the resolution of said disallowance, litigation or dispute, and that in the event of early termination of this Agreement (or if for any other reason the City shall require a review of the records related to the Project), the Grantee shall, at its own cost and expense, segregate all such records related to the Project and this Agreement (or copies thereof) from its other records of operation.
10. AUDITS AND INSPECTIONS. At any time during normal business hours upon written notice and as often as the City may deem necessary, the Grantee shall make available to the City and to appropriate State agencies or officials all records of the Grantee and the Related Members with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment, and shall permit the City to audit, examine and make excerpts or transcripts from such records.
11. FORBEARANCE NOT A WAIVER. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the City of any of its rights hereunder.
12. COMPLIANCE WITH IMMIGRATION AND NATIONALITY ACT. In the performance of its obligations under this Agreement, the Grantee agrees to comply with the provisions of the Immigration and Nationality Act codified at 8 U.S.C. §§ 1324a(a)(1)(A) and (a)(2). Any noncompliance with such provisions shall be solely determined by either the federal agencies authorized to enforce the Immigration and Nationality Act or the U.S. Attorney General, in accordance with Executive Order 12989 of the U.S. President dated February 13, 1996, and as amended by Executive Order 13465 of the U.S. President dated June 6, 2008.
13. INDEMNIFICATION. The Grantee shall indemnify, defend and save the City, its agents and employees harmless from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable fees, disbursements, settlement costs and other charges of counsel) imposed on, incurred by or asserted against any of them in connection with any litigation, investigation, claim or proceeding commenced or threatened related to the negotiation, preparation, execution, delivery, enforcement, performance or administration of this Agreement, any other documents related to this Agreement or any undertaking or

proceeding related to any of the transactions contemplated hereby or thereby or any act, omission, event or transaction related or attendant thereto, including amounts paid in settlement, court costs and the fees and expenses of counsel, except that the Grantee shall not have any obligation under this Section to the extent that such losses, claims, damages, liabilities, costs or expenses do not result from an act or omission by the Grantee. To the extent that the undertaking to indemnify, pay and hold harmless set forth in this Section may be unenforceable because it violates any law or public policy, the Grantee shall pay the maximum portion which it is permitted to pay under applicable law to the City in satisfaction of indemnified matters under this Section. To the extent permitted by applicable law, neither the Grantee nor the City shall assert, and each of the Grantee and the City hereby waives, any claim against either the Grantee or the City, as applicable, on any theory of liability for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other documents related to this Agreement or any undertaking or transaction contemplate hereby. All amounts due under this Section shall be payable upon demand. The foregoing indemnity shall survive the termination of this Agreement.

14. CITY IDENTIFICATION IN MARKETING MATERIALS. The Grantee shall acknowledge the financial support of the City with respect to this Agreement in all printed materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media). In identifying the City as a funding source, the Grantee shall use either the phrase "Funded 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. The Grantee's obligations under this Section shall be in effect throughout the term of this Agreement.
15. CONFLICT OF INTEREST. The Grantee agrees that no officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of this Agreement, nor any immediate family member, close business associate or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in the Grantee or in this Agreement and the Grantee shall take appropriate steps to assure compliance.
16. MISCELLANEOUS.
 - (A) Relocation of Project Site Within the City. During the term of the Tax Credit, the Grantee may change the location of the Project Site to another location, but only within the City of Cincinnati's corporate boundaries.
 - (B) Governing Law. This Agreement shall be governed by the laws of the State as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - (C) Forum and Venue. All actions regarding this Agreement shall be brought in a court of competent subject matter jurisdiction in Hamilton County, Ohio.
 - (D) Entire Document. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
 - (E) Severability. If any provisions of this Agreement are declared by final non-appealable court order to be unlawful or invalid under applicable law, then such order shall not invalidate the remainder of this Agreement not found to be unlawful or invalid and shall not create any liability to the City resulting from the unlawfulness or invalidity of such provisions. Any provision so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such provision to the fullest extent possible while remaining lawful and valid.
 - (F) Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned or subcontracted by the Grantee without the prior express written consent of the City.

- (G) Successor in Interest. Each and all of the Grantee's obligations under this Agreement shall extend to and bind not only the Grantee, but its successors and assigns. Only in the case of assignment consented to by the City (as provided in subsection (F) above), the Grantee's benefits hereunder shall inure to the benefit of any approved assignee.
- (H) Certification as to Non-Debarment. Grantee represents that neither it nor any of its principals is presently debarred by any federal, state, or local government agency. In completing the Project, Grantee shall not solicit bids from any contractors or subcontractors who are identified as being debarred by any federal, state, or local government agency. If Grantee or any of its principals becomes debarred by any federal, state, or local government agency during the term of this Agreement, Grantee shall be considered in default under this Agreement.
- (I) Notices. All notices, consents, demands, requests and other communications given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by mail, registered or certified, to the addresses set forth hereunder, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

To the City:

City of Cincinnati
801 Plum Street, Room 152
Cincinnati, Ohio 45202
Attention: City Manager

with a copy to:

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

To the Grantee:

Divisions, Inc.
[c/o Divisions Holding Corp.
1 Riverfront Place, Suite 500
Attention: J. Alexander Strohm, General Counsel]

If the Grantee sends a notice to the City alleging that the City is in breach of this Agreement, the Grantee shall simultaneously send a copy of such notice by U.S. certified mail to: City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202, Attention: City Solicitor.

- (J) Wage Enforcement. This Agreement 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 a contractor or subcontractor of that person, shall report all complaints or adverse determinations of Wage Theft and Payroll Fraud (as defined in Chapter 326 of the Cincinnati Municipal Code) against the person, contractor or subcontractors to the Department of Economic Inclusion within 30 days of notification of the complaint or adverse determination. Under the Wage Enforcement provisions, the City shall have the authority, under certain circumstances, to terminate this Agreement or reduce the incentives or subsidies to be provided under this Agreement and to seek other remedies.
- (K) Legal Requirements. In completing and operating the Project, and in undertaking the matters contemplated by this Agreement, the Grantee 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.

- (L) 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.
17. FEES. The Grantee shall pay to the City (i) within 10 days following the Effective Date, an initial administrative fee in connection with the City's application, underwriting, processing and documentation costs equal to \$3,000.00, and (ii) concurrently with the submission of each required annual report under Section 7, an annual monitoring, review and administration fee of \$2,000.00.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below, the latest date of which shall be the "Effective Date."

DIVISIONS, INC.,
a Kentucky corporation,
d/b/a DIVISIONS MAINTENANCE GROUP,

By: _____

Printed Name: _____

Title: _____

Date: _____, 2021

As authorized by corporate resolution dated _____, 2021

CITY OF CINCINNATI,
an Ohio municipal corporation

By: _____
Paula Boggs Muething, City Manager

Date: _____

Approved as to Form:

Assistant City Solicitor

Certification of Funds:

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Karen Alder, City Finance Director

November 15, 2021

To: Mayor and Members of City Council 202103104

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Bond Fund 887

Attached is an Emergency Ordinance captioned:

ESTABLISHING new bond fund, Fund No. 887, “Water Works Capital Improvements 2021”; and **AUTHORIZING** receipt and deposit of resources in an amount of up to \$70,000,000.00 from bond sale proceeds to the newly established Fund No. 887 for the purpose of providing resources for Water Works capital improvement projects.

City Council approved Ordinance No. 257-2021 on June 23, 2021 to issue bonds in the amount of up to \$70,000,000 to fund Greater Cincinnati Water Works (GCWW) system capital improvements, including new and replacement water mains, distribution system assets, and treatment system improvements. This ordinance establishes and authorizes the deposit of the bond sale proceeds to Fund No. 887 “Water Works Capital Improvements 2021”.

The Administration recommends passage of this Emergency Ordinance.

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

EMERGENCY

City of Cincinnati

AEY

BWL

An Ordinance No. _____

- 2021

ESTABLISHING new bond fund, Fund No. 887, "Water Works Capital Improvements 2021"; and **AUTHORIZING** receipt and deposit of resources in an amount of up to \$70,000,000 from bond sale proceeds to newly established Fund No. 887 for the purpose of providing resources for Water Works capital improvement projects.

WHEREAS, on June 19, 2021, City Council passed Ordinance No. 0257-2021, which approved the issuance of Water System Revenue Bonds to acquire, construct, renovate, and install improvements to the utility including water main replacements and improvements to the treatment system and distribution system; and

WHEREAS, proceeds of the Water System Revenue Bond sale need to be deposited into a new bond fund; now, therefore,

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

Section 1. That the Director of Finance is hereby authorized to establish a new bond fund to be known as Fund No. 887, "Water Works Capital Improvements 2021."

Section 2. That the receipt and disbursement of bond sale proceeds in the amount of up to \$70,000,000 to the newly established Fund No. 887, "Water Works Capital Improvements 2021," is hereby authorized for the purpose of providing resources for Water Works capital improvement projects.

Section 3. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 and 2 hereof, including contracting for the expenditure of the funds transferred herein.

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

the immediate need to receipt the bond proceeds and proceed with necessary Water Works capital improvements at the earliest possible time.

Passed: _____, 2021

John Cranley, Mayor

Attest: _____
Clerk