

APPLICATION FOR THE
CLEAN OHIO CONSERVATION FUND

April 2002

SUMMARY SHEET

C B A A A

APPLICANT: Mill Creek Restoration Project CODE # 199 -01009

(If Unknown Call OPWC)

DISTRICT NUMBER: 2 COUNTY: Hamilton DATE 4 /01 /2002

CONTACT: Robin Corathers PHONE # (513) 731-8400 (THE PROJECT CONTACT PERSON SHOULD BE THE INDIVIDUAL WHO WILL BE AVAILABLE DURING BUSINESS HOURS AND WHO CAN BEST ANSWER OR COORDINATE THE RESPONSE TO QUESTIONS)

FAX: (513) 731-8404 E-MAIL rcorath@one.net

PROJECT NAME:

"Caldwell-Seymour Greenway Ecological Restoration Program"

ELIGIBLE APPLICANT

(Check Only 1)

- A. County (1)
 B. City (2)
 C. Township (3)
 D. Village (4)
 E. Conservancy District (6)
 F. Soil & Water
Conservation District (7)
 G. Joint Recreational District (8)
 H. Park District/ Authority (9)
 I. Nonprofit Organization (10)
 J. Other _____ (11)

PROJECT TYPE

(Check Largest Component)

- A. Open Space (7)
 B. Riparian Corridor (8)

PRIMARY PROJECT EMPHASIS

- 1) Supports comprehensive open space planning
2) Preserves or restores floodplain and streamside forest functions
3) Provides multiple recreation, economic and aesthetic preservation benefits

ESTIMATED TOTAL

PROJECT COST (from 1.1f): \$ \$908,903 CLEAN OHIO CONSERVATION FUNDING REQUESTED: (from 1.2e) \$577,500

NRAC APPROVAL - To be completed by the NRAC Committee ONLY

GRANT: \$ _____

FOR OPWC USE ONLY

PROJECT NUMBER: _____ APPROVED FUNDING: \$ _____

Local Participation _____ % Project Release Date: _____

Clean Ohio Fund Participation _____ %

1.0 PROJECT FINANCIAL INFORMATION

1.1 PROJECT ESTIMATED COSTS: (Round to Nearest Dollar)	<u>TOTAL DOLLARS</u>	<u>In Kind</u>
a.) Acquisition Expenses:	<u>\$10,000.00</u>	<u>\$10,000.00</u>
Fee Simple Purchase		
Easement Purchase		
Other -		
Land/Tree Surveys	\$ 10,000.00	\$10,000.00
b.) Planning and Implementation:	<u>\$306,237.00</u>	<u>\$276,237.00</u>
Appraisal	\$ 12,000.00	\$ 12,000.00
Closing Costs	\$ 0	\$ 0
Title Search	\$ 0	\$ 0
Environmental Assessments	\$125,174.00	\$ 95,174.00
Design	\$145,063.00	\$145,063.00
Other Eligible Costs - tree/utility survey	\$ 24,000.00	\$ 24,000.00
c.) Construction or Enhancement of Facilities:	<u>\$560,518.00</u>	<u>\$ 45,166.00</u>
d.) Permits, Advertising, Legal:	\$ <u>4,648.00</u>	\$ _____
e.) Contingencies: (not to exceed 10% of total costs)	\$ <u>27,500.00</u>	\$ _____
f.) TOTAL ESTIMATED COSTS:	<u>\$908,903.00</u>	<u>\$331,403.00</u>

1.2 PROJECT FINANCIAL RESOURCES:

(Round to Nearest Dollar and Percent)

	<u>DOLLARS</u>	<u>%</u>
a.) In-Kind Contributions	\$ <u>101,000.00</u>	<u>11.1%</u>
City of Cincinnati-design & appraisal	\$ 66,000.00	
MCRP - volunteer site labor	\$ 35,000.00	
b.) Applicant Contributions (Local Funds)	\$ <u>127,257.00</u>	<u>14.0%</u>
MCRP/City Capital Funding		
c.) Other Public Revenues		
Nature Works	\$ <u> .00</u>	
Land Water Conservation Fund	\$ <u> .00</u>	
Ohio Environmental Protection Agency	\$ <u>15,466.00</u>	<u>1.7%</u>
Ohio Water Development Authority	\$ <u> .00</u>	
Community Development Block Grant	\$ <u>14,400.00</u>	<u>1.6%</u>
Ohio Department of Natural Resources	\$ <u> .00</u>	
OTHER_____	\$ <u> .00</u>	
d.) Private Contributions	\$ <u>73,280.00</u>	<u>8.1%</u>
<i>SUBTOTAL LOCAL RESOURCES:</i>	\$ <u>331,403.00</u>	<u>36.5%</u>
e.) CLEAN OHIO CONSERVATION FUND:	\$ <u>577,500.00</u>	<u>63.5%</u>
Funds from another NRAC	\$ <u> .00</u>	<u> </u>
<i>SUBTOTAL CLEAN OHIO RESOURCES:</i>	\$ <u>577,500.00</u>	<u>63.5%</u>
f.) TOTAL FINANCIAL RESOURCES:	\$ <u>908,903.00</u>	<u>100%</u>

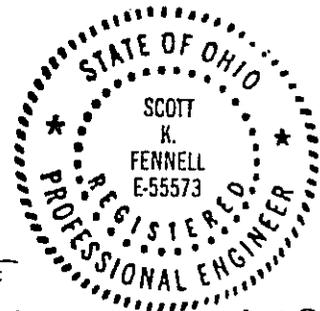
1.3 AVAILABILITY OF LOCAL FUNDS

Attach a statement signed by the Chief Financial Officer listed in section 4.2 certifying all local share funds required for the project will be available on or before the earliest date listed in the Project Schedule section. Please list any partnership with other sources: MCRP is also working with City of Cincinnati Department of Transportation and Engineering on implementation of a TEA-21 grant for trail construction, (\$250,000); with the Recreational Trails Program administered through ODNR (\$75,000); with Cincinnati Parks on implementation of a NatureWorks grant for the bike trail landscaping (\$47,097); and with various private funders to support the hike-bike trail construction outside the scope of this proposal. Total project cost for the trail construction plus the restoration efforts outlined in this proposal for the Caldwell-Seymour Greenway is \$2,155,110.00. (See attached comprehensive budget.)

Development Units and Cost Estimates

Date: March 29, 2002
 Project Title: Caldwell Seymour Ecological Restoration Program
 Applicant Agency: Mill Creek Restoration Project

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total COCF Request</u>
Invasive Species Management in Caldwell Preserve	91.5	Acres	710 ¹	15,000 ¹
Upper Watershed Studies for Caldwell and Seymour Preserves	600	Acres	50	30,000
Floodplain Restoration at Caldwell Preserve and Caldwell Recreation Park	6	Acres	8,333 ²	25,000 ²
Soil Bioengineering Design/Installation for Streambank Stabilization on Mill Creek	2,000	LF	100	200,000
Mill Creek Riparian Corridor Restoration	3,168	LF	14	44,352
Stormwater Features Design/Installation in Upper Seymour Preserve		Lump	20,000	20,000
Wetland Restoration and Expansion: Design and Installation	2.2	Acres	31,818	70,000
Seymour Creek Restoration (includes both Streambanks/aquatic habitat/riparian zones)	2,000	LF	100 ³	<u>50,000³</u>
Project Management	1,400	Hours	65	91,000
Other Direct Expenses (photocopies, printing, photography, mileage)				4,648
Contingencies				27,500
Total				550,000



Prepared by: Scott Fennell PE
 Title: Sr. Env. Engineer Northern KY University Environ. Resource Mgmt. Center
 Signed: [Signature] 3/29/02

¹ Total cost estimate is \$65,000 for 91.5 acres. The \$15,000 COCF request will pay for the first phase of the invasive species management program. MCRP will submit another COCF application to complete this work.

² Total cost estimate is \$50,000 for six acres. The \$25,000 COCF request will complete floodplain restoration of three acres at the Caldwell Recreation Park. Work on the Caldwell Preserve floodplain will occur in a subsequent phase of work.

³ Total cost estimate is \$200,000. This COCF request will underwrite the first phase (500 linear feet) of the Seymour Creek restoration. The rest of the stream restoration will be completed in the next phase of work.

Caldwell overall

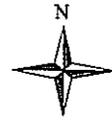
	1999	2000	2001	2002	2003	2004	TOTAL
Caldwell-Seymour Multi-Year Budget rev. 3/23/02							
REVENUE - Secured by MCRP & Partners							
Resources							
City/Local - 1999 City Capital	\$ 66,937.00						\$ 66,937.00
2000 City Capital		\$ 31,705.00	\$ 28,166.00				\$ 59,871.00
HCPD (property acquire)				\$ 130,000.00			\$ 130,000.00
State - 1999/319 OH EPA		\$ 43,842.00	\$ 22,469.00				\$ 66,311.00
2000 TEA-21/RTP(grant to MCRP)				\$ 15,000.00	\$ 60,000.00		\$ 75,000.00
2000 ODNR NW(Parks)				\$ 47,097.00			\$ 47,097.00
2002 COCF Request				\$ 173,250.00	\$ 404,250.00		\$ 577,500.00
Federal - USDA/NRCS	\$ 30,000.00						\$ 30,000.00
US EPA Grant		\$ 6,968.00					\$ 6,968.00
2000 TEA-21/TE(DOTE)				\$ 200,000.00	\$ 50,000.00		\$ 250,000.00
Private - Evergreen Foundation	\$ 5,000.00						\$ 5,000.00
Rumpke SEP	\$ 20,000.00			\$ 20,000.00			\$ 40,000.00
Kroger Company		\$ 250.00					\$ 250.00
GE Fund		\$ 9,258.00	\$ 10,742.00				\$ 20,000.00
Cotswold Foundation			\$ 3,200.00				\$ 3,200.00
Cinergy Trees/Landscaping (Parks)			\$ 10,000.00				\$ 10,000.00
Private donors					\$ 20,000.00	\$ 26,156.00	\$ 46,156.00
MCRP In-kind	\$ 6,216.00	\$ 12,840.00	\$ 16,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 55,056.00
Other City Funds							
2001 City CDBG			\$ 42,437.50				\$ 42,437.50
2002 City CDBG				\$ 30,937.50			\$ 30,937.50
Add'l requested cash/in-kind from city							
2003 City Capital (estimated)				\$ 100,000.00			\$ 100,000.00
2004 City Capital (estimated)				\$ 18,500.00	\$ 25,000.00	\$ 62,500.00	\$ 62,500.00
Parks: staff & \$25,000 Seymour Fund	\$ 3,000.00	\$ 6,500.00	\$ 18,500.00	\$ 18,500.00			\$ 71,500.00
CDOT: in-kind & contingency		\$ 1,600.00					\$ 1,600.00
property acquire expenses				\$ 164,000.00			\$ 164,000.00
tree survey(\$14,000)&eng/enviro(\$150,000)				\$ 75,000.00			\$ 192,789.00
mobilization, contingency and % for tr				\$ 68,000.00	\$ 882,250.00	\$ 49,789.00	\$ 192,789.00
Total Resources Secured & Requested	\$ 131,153.00	\$ 112,963.00	\$ 151,514.50	\$ 683,784.50	\$ 882,250.00	\$ 193,445.00	\$ 2,155,110.00

Check 1/1/02

EXPENSES	1999	2000	2001	2002	2003	2004 TOTAL
Caldwell-Seymour (1.5 miles)						
<u>Environmental Assessments</u>						
Phase I	\$ 10,672.00					\$ 10,672.00
Update Phase I to ODOT std			\$ 20,000.00			\$ 20,000.00
Phase II-Env/Eco/Cultural				\$ 34,502.00		\$ 34,502.00
City Funding (CDBG)			\$ 10,000.00			\$ 10,000.00
Risk Assessment/Management				\$ 15,000.00	\$ 5,000.00	\$ 20,000.00
Hydrologic Inventory				\$ 30,000.00		\$ 30,000.00
<u>Planning-Analysis</u>						\$ -
Landscape Architecture	\$ 17,605.00	\$ 21,834.00				\$ 39,439.00
City Funding (CDBG)			\$ 15,000.00			\$ 15,000.00
Natural Resource/Ecological Assess.	\$ 29,146.00	\$ 10,166.00	\$ 14,400.00			\$ 53,712.00
<u>Engineering Documents</u>						
Prelim Line, Grade, Typ Section	\$ 5,147.75					\$ 5,147.75
Trail Design Docs (ODOT std)			\$ 150,000.00			\$ 150,000.00
Bioengineering Design/Analysis			\$ 8,000.00		\$ 15,000.00	\$ 33,000.00
<u>Property Acquisition</u>						\$ -
Boundary Survey	\$ 10,000.00					\$ 10,000.00
Trail Alignment/Utilities/Tree Survey			\$ 14,000.00	\$ 10,000.00		\$ 24,000.00
Purchase Expenses (incl. 2% legal costs)			\$ 127,614.00			\$ 127,614.00
Site Work (field supplies, equip, labor)	\$ 25,090.00	\$ 40,016.00	\$ 27,500.00	\$ 29,000.00	\$ 17,000.00	\$ 155,606.00
City Funding (CDBG)			\$ 6,500.00	\$ 5,000.00		\$ 11,500.00
Soil Bioengineering/Erosion Control			\$ 50,000.00	\$ 50,000.00	\$ 150,000.00	\$ 200,000.00
Constructed Wetlands/Stormwater Mitigation			\$ 50,000.00	\$ 50,000.00	\$ 104,352.00	\$ 154,352.00
Remediation Contingency			\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 100,000.00
<u>Trail Construction+contingency</u>						\$ 450,000.00
Trail Landscaping/Maintenance			\$ 10,004.76	\$ 51,900.00	\$ 39,100.00	\$ 154,004.76
Contingency			\$ 8,854.50	\$ 64,842.50	\$ 27,500.00	\$ 27,500.00
Project Management @ 20%	\$ 33,437.00	\$ 40,225.00	\$ 10,937.50	\$ 10,937.50	\$ 120,090.40	\$ 297,185.49
City Funding (CDBG)			\$ 135,195.76	\$ 684,794.00	\$ 766,039.40	\$ 21,875.00
Expenses, Total	\$ 129,098.75	\$ 110,241.00	\$ 14,317.74	\$ 3,011.50	\$ 114,207.60	\$ -
Revenue Less Expenses	\$ 55.25	\$ 777.25	\$ 15,094.99	\$ 12,083.49	\$ 126,291.09	\$ (126,291.09)
Cumulative Total	\$ 55.25	\$ 777.25	\$ 15,094.99	\$ 12,083.49	\$ 126,291.09	\$ (0.00)



Mill Creek Watershed



Butler County

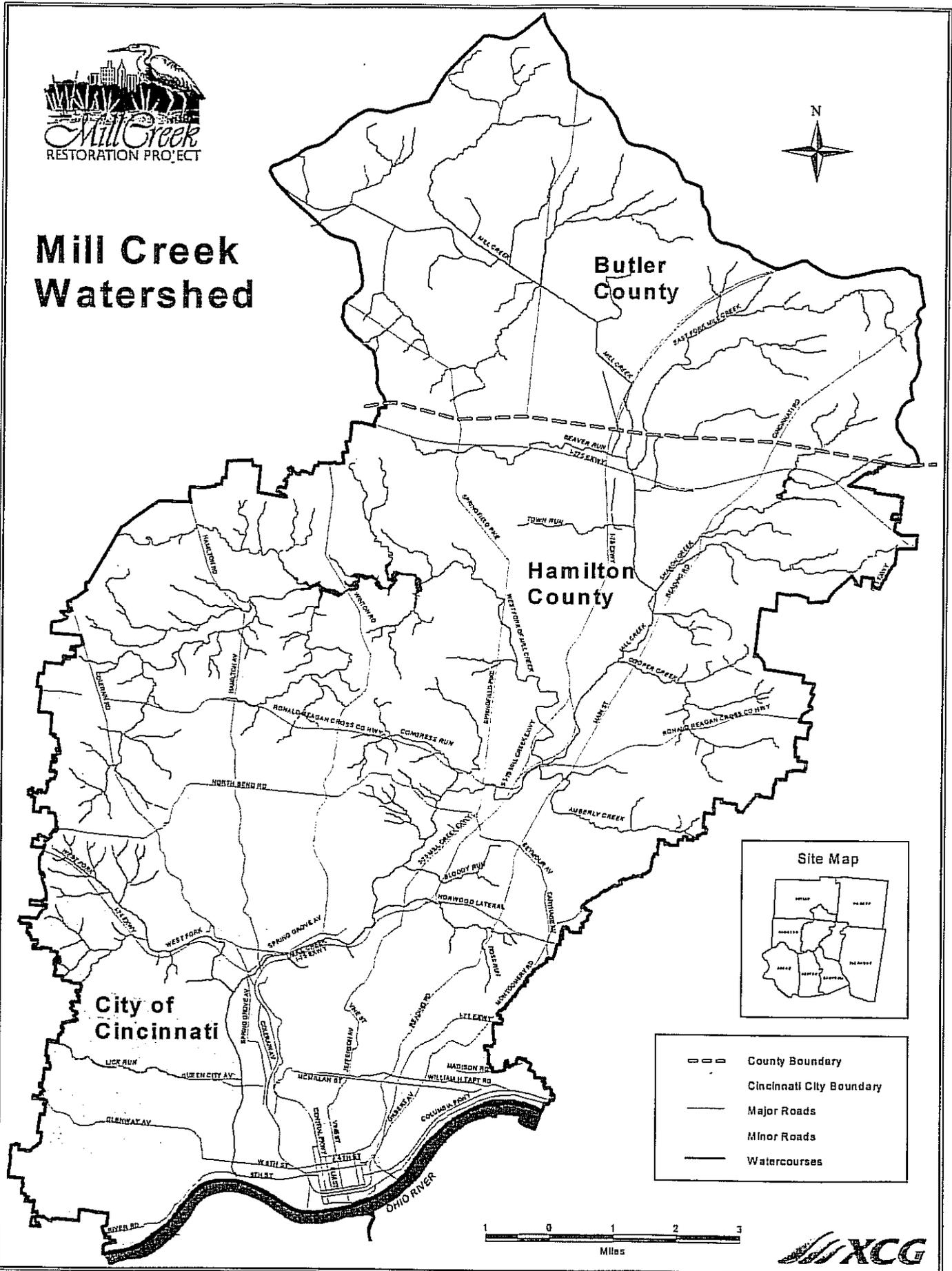
Hamilton County

City of Cincinnati

Site Map



- County Boundary
- Cincinnati City Boundary
- Major Roads
- Minor Roads
- Watercourses



2.0 PROJECT INFORMATION

“Caldwell Seymour Ecological Restoration Program”

If the project is multi-jurisdictional, information must be consolidated in this section.

X Please check here if additional documentation is attached.

2.1 Brief Project Description - (Sections A through E):

2.1 A: Specific Location: Please attach a map.

The project is located in OPWC District 2, within the City of Cincinnati, and within the Mill Creek watershed (see Watershed Map). The project area is located roughly between the Ronald Reagan Highway to the north, Center Hill Road to the south, Vine Street and Interstate 75 to the east, and North Bend Road in Springfield Township to the west (see Site Vicinity Map).

The ecological restoration targets for this Clean Ohio Conservation Fund (COCF) application include three City-owned parks, Caldwell Nature Preserve, Caldwell Recreation Park and Seymour Nature Preserve, and stream channels, streambanks, floodplains, wetlands and riparian corridors of Mill Creek and its Seymour Creek tributary (also locally nicknamed “Dan’s Creek”). Seymour Creek flows through Seymour Park to Mill Creek, skirting the boundary of the Ridgewood Industrial Park to the north and the old Center Hill landfill to the south. Mill Creek flows between the Caldwell Preserve and Caldwell Recreation Park.

PROJECT COUNTY: Hamilton PROJECT ZIP CODE: 45216

2.1 B: Project Components: Please describe the various project components.

This is a “Riparian Corridors and Watersheds” project with “Open Space” emphasis and project components as defined in ORC Section 164.22 B. and A. respectively.

a. Existing Conditions

The Mill Creek in southwest Ohio is a polluted and degraded urban stream identified in 1997 by American Rivers as “the most endangered urban river in North America.” The Caldwell-Seymour project is located in an old industrial and blighted portion of the City. The area is surrounded by some of the City’s lowest income neighborhoods.

The three City-owned parks are physically isolated from each other. Caldwell and Seymour Preserves are two important biologically rich refuges within a heavily urbanized and industrialized portion of the Mill Creek watershed. About 75% or 91.5 acres in the Caldwell Preserve contain rare old growth forest (estimated age of trees is 200-300 years old) that is now in jeopardy. Between Seymour Avenue and Seymour Creek, the City has cleaned up and redeveloped the former Army Corps of Engineers Ridgewood Arsenal, creating the current Ridgewood Industrial Park. The old municipal Center Hill Landfill occupies the land from approximately Seymour Creek south to Center Hill Road, on both sides of Este Avenue. The City’s Office of Environmental Management (OEM) oversees leachate and methane gas collection systems for the landfill.

The riverine-riparian ecosystem of Mill Creek and its Seymour Creek tributary suffers from multiple stressors and sources of pollution, including but not limited to: nonpoint source pollutants carried by stormwater runoff from adjacent industrial and commercial properties and roads; accelerated streambank erosion and sedimentation; industrial encroachments into riparian zones; illegal dumping of concrete, appliances and other trash and debris down streambanks and into the channel; lack of sufficient forested stream buffers; and the growing threat of invasive exotic plant species that inhibit the ability of native species to survive.

Despite these problems, this is a biologically recoverable area and strategically suited for ecological restoration for four reasons. First, 95% or more of the land needed for the comprehensive project, and 100% of the land targeted in this COCF program, are publicly owned by the City and Mill Creek Valley Conservancy District (MCVCD). Second, this stretch of Mill Creek hasn't been channelized by the Army Corps of Engineers, nor are there any plans for the Corps to ever channelize this part of the river. Here the river is free of concrete and massive riprap armoring of streambanks and channel bottoms that characterize other portions of the river in Hamilton County. Third, MCRP's briefings and planning meetings with surrounding neighborhood residents, property owners and local businesses have been very positive. And finally, the City and MCVCD are active and cooperative cosponsors in this COCF effort, in addition to many other public and private partners.

b. Caldwell-Seymour Comprehensive Economic/Social/Environmental Revitalization Strategy

Greenways are linear corridors of open space with trees and other vegetation that link people and places together and wildlife with their habitat.

"Greenways are about connections – connections between people and the land, between public parks, natural areas, historic sites, and other open spaces, between conservation and economic development, and between environmental protection and our quality of life." E.T. McMahon, Director, American Greenways Program, The Conservation Fund.

Within the past two years, the City's Economic Development Department relocated businesses from the Carthage Mills site in the adjoining Carthage neighborhood to the Ridgewood Industrial Park. The City's OEM completed a major streambank stabilization project at the confluence of Seymour and Mill Creeks and initiated a phytoremediation project for the Center Hill Landfill, planting about 30,000 poplar trees to assist in remediation of this site. The City's new Community Development Department and OEM plan to complete remediation of the landfill within the next two years and to redevelop the site as a light industrial/commercial park.

Mill Creek Restoration Project (MCRP), City agencies and other public/private partners have developed plans to create a 1.5-mile greenway and multi-purpose pedestrian and bicycle trail within the riparian corridors of Mill Creek and Seymour Creek. The Caldwell-Seymour Greenway is one of sixteen pilot greenway projects recommended in the landmark *Mill Creek Watershed Greenway Master Plan*. The greenway trail will physically connect the three parks, expand and improve open space and recreational opportunities, create an attractive alternative transportation system, improve wildlife migration corridors and restore and expand habitat for plants and wildlife. Greenway trail furnishings will include security bollards, fencing where necessary, benches, bicycle racks, emergency telephones and trash and recycling receptacles. Greenway signage will be designed and installed consistent with the *Mill Creek Watershed Greenway Master Plan*. Interpretative signage will be used to educate trail users about the natural and cultural history of the area. Plans to preserve and restore the ecological health of the three parks and the Mill Creek and Seymour Creek riverine-riparian ecosystems are described next.

c. Caldwell-Seymour Ecological Regeneration/Restoration Strategy

This COCF application focuses on the ecological regeneration and restoration components of the overall Caldwell-Seymour Revitalization Strategy and supports open space planning for this region of District 2 – Hamilton County. This restoration program will protect rare old growth forest and reclaim and improve the health and ecological functioning of streams, floodplains and riparian corridors that are among the nation’s rarest habitats, according to the National Research Council.

Other proposed COCF-eligible work will include removing invasive alien (non-native) species (e.g., Amur honeysuckle, garlic mustard and winter creeper vines); reintroducing native trees and other vegetation; removal of trash and debris; restoration of aquatic and terrestrial habitat; mitigation of accelerated stormwater impacts from the upper watershed; prevention and reduction of streambank erosion and sedimentation; restoration, expansion and construction of wetlands; improving water quality; and development of a long-term restoration and conservation management plan for the project area. The COCF project emphasis and details are described in the next section by geographic location within the Caldwell Seymour area.

2.1 C: PROJECT EMPHASIS (AS DEFINED BY SECTIONS 164.22 (A) (B) OF THE OHIO REVISED CODE AND LISTED IN APPENDIX A, AND IN NRAC SCORING METHODOLOGY):

a. Caldwell and Seymour Preserves

Threat: Physical and Biological Impacts from Upper Watershed Stormwater Surges. Continued development and increases in impervious surfaces within the upper watersheds are causing increased volume and velocity of stormwater runoff that is adversely impacting the preserves. Increased flows pick up and transport more sediment, which eventually lowers streambeds, causing stream incision. Steep ravines and highly erodible soils in the preserves aggravate this situation. As stream channels incise, banks become undercut and streambanks collapse. Eventually, with sufficiently deep stream incisions and the right soil moisture conditions, the steep hillsides become destabilized and slump under the tremendous weight from above. Old growth trees in the Caldwell Preserve, and healthy native mature trees in both parks, topple and crisscross the streams, creating light gaps and disturbed soils that provide favorable conditions for the establishment of invasive exotic species.

Solution: Stormwater and Hydrology Study of Upper Watershed. MCRP will conduct a detailed stormwater and hydrologic study of the upper watershed, to identify the best corrective actions needed to protect the preserves. The Seymour Creek sub-watershed is about 470 acres in size. The combined size of two smaller sub-watersheds draining to two streams within Caldwell Preserve is between 500 and 600 acres in size.

In Caldwell Preserve, however, given the ecological significance of the old growth forest, the steep topography and the high soil erosion potential, MCRP believes that stormwater mitigation should occur first outside the preserve, within the upper watershed. Strategically placed stormwater detention basins or constructed wetlands could help reduce storm surges in the preserve. The upper watershed stormwater study will identify potential properties in the upper watershed for future stormwater mitigation projects. Acquisition of new properties or conservation easements for this purpose is outside of the scope of this COCF project, but will be pursued on a parallel track within the next year. After stormwater detention in the upper watershed is accomplished, it may be possible to install grade control structures in streams by hand with minimal disturbance to the preserve. Future plans will include planting hillsides with woody native species to speed-up the successional process and to further stabilize the fragile slopes.

At the Seymour Preserve, as part of this COCF application, MCRP will design and install stormwater detention features within the headwaters of streams and within the Seymour Creek floodplain. This work is described below in the "Seymour Preserve" section.

b. Caldwell Preserve

Threat: Invasive Exotic Species. There are areas within the upland forest where invasive exotic species have become established and will weaken the health of the rare old growth trees, causing them to die and destabilize steep slopes. The most abundant invasive plants here are Amur honeysuckle and garlic mustard. Once established, both species produce large amounts of viable seed that facilitates their spread. For example, garlic mustard seeds can be disbursed along hiking trails by human and animal foot traffic, and be carried down slopes and to other areas of the preserve by stormwater runoff and wind. Particular points of entry noted at the Caldwell Preserve for Amur honeysuckle and garlic mustard include the perimeter of the woods (edge effect), in light gaps, along trails, and where past disturbances occurred within the forest. To preserve the ecological integrity of this unique ecosystem in the State of Ohio, invasive species removal and management must be a high priority.

Solution: Invasive Species Management. There are many exotics in the preserve, but the most invasive are Amur honeysuckle in the uplands where the old growth forest resides, and winter creeper on hillsides and in the floodplain. Based upon this COCF scope of work, MCRP will begin to eradicate Amur honeysuckle in the highest quality upland areas of the preserve, and eradicate winter creeper in the floodplain and adjacent slopes of the preserve. The management program for the two species will include GIS mapping of habitats and densities of exotic populations to select appropriate restoration areas based on ecological significance; design and implementation of restoration activities for all high quality habitats; and vegetation monitoring before and after restoration measures to gauge success and provide long-term management recommendations and prescriptions for all natural areas.

MCRP will recruit volunteers to assist with the Amur honeysuckle removal. Restoration areas will be monitored and managed for a period of 5 years (years 2-5 are outside the scope of this COCF proposal). MCRP will prepare annual reports on how well the restoration is doing, including scientific data and photo documentation.

c. Caldwell Recreation Park

Threat: Invasive Exotic Species. On the east side of Mill Creek, along the western edge of the Recreation Park there are approximately three acres of bottomland or floodplain forest with many native trees including sycamore, green ash, cottonwood and box elder. Unfortunately, invasive exotic species including Amur honeysuckle and winter creeper dominate the shrub and herb layers and threaten the health of the nearly mature and mature trees.

Solution: Floodplain Habitat Restoration. In 2000 and 2001, MCRP removed invasive exotics and restored habitat on an upper terrace of the floodplain, including planting \$10,000 worth of native trees and shrubs donated to the Cincinnati Park Board (CPB) by the Cinergy Corporation. As part of this COCF project, MCRP will implement habitat restoration on the lower terrace of the three-acre floodplain. Woody exotics will be cut, removed and chipped to provide mulch for soft trails or plantings. MCRP will plant a variety of native bottomland trees and shrubs in the restoration area. Volunteers will assist in the removal of honeysuckle and planting and seeding of native plants. When complete, MCRP will install signage explaining the floodplain restoration project and identifying native species.

d. Seymour Preserve

Threat: Off-road, all terrain vehicles (ATVs). ATVs are causing physical damages to riparian vegetation, streambanks and hillsides within the preserve. In addition, the vehicles are providing more entry points for invasive exotic species to colonize.

Solution: Prevention of ATV Use in the Nature Preserve. MCRP will work with the Park Board to strategically place fallen trees and brush piles in areas where there is ATV activity, to post signs at key entry locations and potentially to install gates and bollards to exclude all unauthorized motor vehicle traffic. MCRP will also seek the assistance of the Caldwell-Seymour Steering Committee in educating surrounding neighborhoods about the need to ban ATV use in the preserve.

Threat: Stormwater Discharge Rates. The streams in Seymour Preserve are experiencing the same incision and hillside slumping as the streams in Caldwell Preserve, but at Seymour there are much more recent slope failures at a greater magnitude. This may be a result of more recent and sizable development in closer proximity to the preserve. The most severe impacts are found in an upper tributary to Seymour Creek, just south of the power line right-of-way in the northern section of the preserve.

Solution 1: Stormwater Mitigation. Once the watershed hydrology and stormwater study is complete, MCRP will design and install strategically placed and accurately sized detention features within the upper reaches of streams in the preserve to reduce storm surges and stream incision. Due to the slopes and soils, MCRP may create a series of small wetland cells to minimize disturbance. MCRP will also identify potential opportunities to reduce stormwater impacts within the upper watershed, outside the preserve. Once reduction in storm surge velocity is achieved, in-stream grade control structures within the preserve will further help to stabilize the stream system.

Solution 2: Restoration, Expansion and Construction of Wetland(s) within Seymour Preserve floodplains/ bottoms.

Development of wetlands within the Seymour Creek upper and lower bottoms will be a multi-objective project, regenerating natural flood storage capacity, improving water quality by breaking down pollutants, restoring wetland habitat and food sources, and providing environmental education opportunities for the public. Based upon preliminary investigations, two bottomland areas have been identified that appear suitable for wetland construction within or adjacent to Seymour Creek. These sites are 1.4 acres and .8 acres in size.

Final design and construction will address water supply, soil erosion, and seepage issues. Additionally, control of sediments originating from upstream will be addressed first (e.g., stormwater retention at upstream developments, tributary channel stabilization) to prevent filling (accretion) of the wetland. Detailed assessment prior to design and construction of the wetlands will include installing soil borings to further characterize bottom soils; installing several piezometers in the upper and lower bottom to determine seasonal variability of the water table and the suitability of groundwater as a dry-weather source of wetland water; performing infiltration or other tests to determine the water retention capacity of bottom soils; performing additional assessments to quantify the rate of aggradation in the lower bottom; calculating peak flows; and assessing future development within the watershed and potential impact on the constructed wetlands (e.g., peak flows, sediment deposition).

MCRP will recruit volunteers to assist with wetland plantings. In addition, MCRP will design and install educational signage or kiosks and create a boardwalk along the wetland to allow visitors to observe the wetland ecosystem.

e. Mill Creek

Threats: Poor water quality, loss of habitat, trash and debris in the river, and significant streambank erosion that is destabilizing slopes. This accelerated erosion in turn is causing loss of land and trees within riparian corridors, increasing sedimentation rates, and increased incising of the creek.

Solution 1: Restoration of Riparian Corridors to Improve Water Quality. MCRP will improve water quality by creating a vegetative buffer between the creeks, roads and industrial areas, helping to trap and filter pollutants from stormwater runoff and to reduce volume and velocity of stormwater that causes streambank erosion and sedimentation. Shade provided by the trees will also help reduce algal growth in Mill Creek and provide important microhabitats for certain species of plants, fish, insects, and stream invertebrates.

Between Seymour Avenue and the confluence of Seymour and Mill Creeks, MCRP will initiate an exotic species removal and management program and plant a diversity of native bottomland trees and shrubs in the riparian corridor where possible along both sides of the proposed greenway trail. This segment of the riparian corridor was not included by the Park Board in a prior successful ODNR NatureWorks grant application due to unresolved property control issues. Since then, however, the Mill Creek Valley Conservancy District (MCVCD) acquired a permanent easement on one section of the needed property along Mill Creek from the CSX railroad company.

Solution 2: Streambank stabilization using soil bioengineering. In April 2002, MCRP will conduct an inventory and assessment of streambank erosion in Mill and Seymour Creeks within the restoration program area (part of MCRP's local match for this application). Working with its Caldwell-Seymour partners, including the City's Office of Environmental Management (OEM) that has successfully completed similar work in the vicinity, MCRP will take into consideration hydrology/hydraulics and geomorphology of the river in choosing the first soil bioengineering site. MCRP's soil bioengineer will design and install the streambank treatment consistent with standards and good practices (e.g., Natural Resources Conservation Service's August 2000 *"Conservation Practice 656-1: Constructed Wetlands"* and U.S. EPA's October 2000 *Guiding Principles for Constructed Treatment Wetlands: Providing Water Quality and Wildlife Habitat*).

Soil bioengineering is an effective method for stabilizing hillsides as well as streambanks. The technique incorporates sound engineering principles, but relies heavily on the use of vegetation with deep root systems to stabilize the slopes. This is an effective and ecologically beneficial approach that improves water quality and provides wildlife habitat and food sources.

Solution 3: Remove trash and debris from Mill Creek channel, streambanks and riparian corridors. The channel and lower streambank work will require heavy equipment to lift large debris (concrete blocks, appliances, and car parts) from the channel and streambanks. Students and community volunteers will assist with smaller trash and debris removal in riparian and floodplain zones. This work will occur under low flow conditions, when vegetation is dormant, and prior to any planting of native trees within the riparian corridors.

f. Seymour Creek

Threat: Physical, Chemical and Biological Damage From Moving and Reconstructing the Creek.

The City of Cincinnati relocated the Seymour tributary to Mill Creek (also locally known as “Dan’s Creek”) over ten years ago as part of the redevelopment of an old brownfields site, now the Ridgewood Industrial Park. From the confluence with Mill Creek to approximately 2,000 feet along the current stream channel, the creek was moved and reconstructed, the floodplain was filled in, and the streambanks were armored with large riprap. The channel bed and slopes within this constructed channel have become vegetated with brush and small trees, but as with other disturbed areas, invasive species are a problem. Other problems include poor aquatic habitat and streambank erosion in some locations.

Solution: Stream Restoration Including Soil Bioengineering and Aquatic and Riparian Habitat Restoration. MCRP will implement invasive species management and replant Seymour Creek riparian zones with native trees and shrubs. Soil bioengineering will be employed to treat streambank erosion and to replace the concrete rock that lines the streambanks. Once this work is complete, MCRP will restore aquatic habitat.

g. Responsiveness to District 2 NRAC and COCF Priorities

The Caldwell Seymour Restoration Program accomplishes the first sixteen of the eighteen goals and objectives adopted by the District 2 Natural Resources Advisory Committee and is consistent with Clean Ohio Fund legislation (ORC Section 164.22 A and B). The last two NRAC goals (#17 and #18) are not applicable at this time. This project does not provide or enhance areas where safe fishing, hunting and trapping may take place, because hunting and trapping are not allowed in the City parks and because additional improvements in water quality are needed before fishing should be encouraged in Mill Creek. In the immediate future, this project does not directly enhance economic development that relies solely on recreation and ecotourism, but it will provide economic benefits to surrounding low-income neighborhoods. In addition, over time as the regional Mill Creek greenway trail is developed, there is potential to increase economic benefits from recreation-related businesses and consumer purchases.

2.1 D: Define Terms of Easement (PLEASE REFER TO SECTION 164.26 OF THE OHIO REVISED CODE)

The publicly-owned properties that will benefit from the improvements outlined in this proposal are listed on the attached “Caldwell-Seymour Property Key for Greenway Trail Alignment” and shown on Map 3: Caldwell/Seymour Greenway Trail. In Section A, furthest upstream, the City of Cincinnati owns the park properties and deed restrictions state their parks and conservation purpose. Similarly, in Section D, furthest downstream, all property is held by City of Cincinnati with the same conditions.

In Section C, beginning at W. Seymour Avenue and traveling along the Mill Creek riparian corridor, Mill Creek Valley Conservancy District (MCVCD) is the primary owner for five separate parcels. The MCVCD deeds state the long-term purpose of the land in their possession is for “flood control” and “conservation” purposes. In conformance with Ohio Revised Code 164.26, MCRP will work with MCVCD and the City to secure any additional permanent conservation easements that may be required and to ensure that there is an appropriate beneficiary for long-term control of the easements. Once identified, these permanent deed restrictions or conservation easements will be submitted to the Director of the Ohio Public Works Commission for written approval. Once approved, the perpetual restrictions or easements will be recorded and MCRP will provide a copy to the OPWC Director within thirty days of the recording.

2.1 E: Information Regarding Public Access

The entire project will be open to the general public during daylight hours, seven days a week. There are several public access points with existing parking lots at Caldwell Recreation Park, Caldwell Nature Preserve, and Seymour Preserve along Seymour Avenue.

The public has been actively involved in planning this project from the very beginning. To date, MCRP has held 21 meetings with both a Caldwell-Seymour Steering Committee and with other civic groups. The Steering Committee is composed of local residents, property owners, local businesses, City agency staff, representatives from other co-sponsors, and MCRP consultants. Civic organizations that are interested in this program include the Women's City Club, Carthage Community Council, Winton Terrace Civic Association, Northside Greenspace, and other nonprofit groups and city and suburban neighborhood associations. MCRP continues to keep all of these stakeholders informed about the project via regular and electronic mail and media outlets. MCRP will convene the Caldwell-Seymour Steering Committee at appropriate times during the next year and other public participation will continue as the detailed ecosystem restoration plans are designed and installed.

2.2 Ownership/Management/Operation

a. Ownership

The City of Cincinnati and the Mill Creek Valley Conservancy District (MCVCD) own all of the property that will undergo ecological restoration under this Clean Ohio Conservation Fund application. The City and the MCVCD have an existing inter-agency agreement that covers MCVCD's maintenance responsibilities within the City and that requires the MCVCD's cooperation for using its riparian corridor properties for the purpose of greenway development and ecological restoration activities. Under a 1979 agreement, the City has transferred properties to the MCVCD for the express purpose of "public parks" and "flood protection."

The Cincinnati Park Board owns Caldwell Preserve, Caldwell Recreation Park and Seymour Preserve. Within the past two years, the City and MCVCD have acquired additional properties for the overall project. During early development of the Ridgewood Industrial Park, the City's former Economic Development Department transferred seven parcels to the City Park Board. The MCVCD acquired a permanent easement on land along Mill Creek from the CSX Railroad Company, near Seymour Creek within the past year.

For the greenway trail alignment between North Bend Road and the confluence of Seymour and Mill Creeks, over 95% of the land needed for the twelve-foot wide hike and bike trail and greenway buffer is already in public ownership by the City and the Mill Creek Valley Conservancy District (MCVCD). Three small slivers of land are still needed for the trail and will be acquired as part of a State-approved ODOT TEA-21 project, following Federal guidelines for property acquisition. For this reason, the greenway landscaping between the North Bend Road bridge and the Seymour Avenue bridge ("Section B" on Site Map) is not a part of this COCF application, but is complimentary and important to the overall revitalization strategy.

b. Resource Management and Stewardship

Currently, the Cincinnati Recreation Commission manages Caldwell Recreation Park, the Cincinnati Park Board manages Caldwell and Seymour Preserves, and the MCVCD manages its own property as well as some City property located in riparian corridors along channelized portions of Mill Creek. The City's Department of Transportation Engineering is responsible for maintaining on-road bicycle lanes and public

streets and sidewalks in the project area. All parties have expressed a desire to work cooperatively this spring to develop a new intra/inter-agency agreement regarding roles and responsibilities and future maintenance and management of the natural resources in this area of the City. Short- and long-term, MCRP volunteers (e.g., students and teachers, Master Gardeners, and civic, business and environmental organizations) will assist these public agencies with stewardship activities.

Section 2 ADDITIONAL: COMPLIANCE WITH OTHER STATE CRITERIA

1. Percentage of Clean Ohio matching funds necessary to complete project

75 % 74-70% 69-65% 64-60% <60%

2. Level of collaborative participation: Participation means active involvement through in-kind services or funding.

local political subdivisions state agencies federal agencies
 community organizations conservation organizations local business groups

Government cash match for this Clean Ohio Conservation Fund application comes from the City of Cincinnati, CDBG funds, and Ohio EPA. The two major public property owners cooperating in this COCF project are the City of Cincinnati and the Mill Creek Valley Conservancy District. MCRP is coordinating work on the Caldwell Seymour project with a number of City departments and divisions including: the Cincinnati Park Board, City Department of Transportation, Office of Environmental Management, Metropolitan Sewer District, Cincinnati Recreation Commission, and Community Development Department. Significant inkind contributions will come from contributed staff time from these departments and divisions of City government.

Private sector support includes the General Electric Fund (cash), the Evergreen Foundation (volunteer time and donated fieldwork supplies including native plants and mulch), the COGNIS Corporation (volunteer time and fieldwork supplies), the Cinergy Corporation, and private donors to MCRP. In addition, MCRP's civic volunteers are providing much of the "sweat equity" for the project, contributing an estimated \$35,000 in fieldwork labor to date and a projected \$15,000 in labor during the course of this COCF project.

MCRP will provide many opportunities for community volunteers, students and paid on-the-job trainees from surrounding low income neighborhoods to participate in fieldwork days that will include site preparation, removal of invasive species, planting native trees and other vegetation, soil bioengineering for streambank stabilization, and creation and restoration of the wetlands. On an ongoing basis, MCRP will recruit civic volunteers to assist public agencies in the ongoing maintenance and stewardship of the renewed natural resources.

3. Level of conservation coordination with other Open space, Riparian Corridor, Farmland Protection or Urban Revitalization Projects under the Clean Ohio Fund in this or other Public Works Commission districts.

a. The Caldwell-Seymour Greenway is a joint project within District 2 between MCRP, the City of Cincinnati, the Mill Creek Valley Conservancy District, Ohio EPA and other public/private partners. In addition, this Clean Ohio Fund application will implement part of the *Mill Creek Watershed Greenway Master Plan* that includes portions of two Public Works Commission Districts, District 2 and 10. Within District 10, and with Ohio EPA 319 funding, MCRP is working cooperatively with Butler County Environmental Services and a number of other partners to make ecological improvements to Mill Creek and East Fork Mill Creek in the Mill Creek headwaters. These Butler County projects will link to the Caldwell-Seymour project in the long-term.

Further, MCRP is working cooperatively with the West Fork Mill Creek Greenway Committee and with Hamilton County Park District to create greenway trails and ecological improvements within riverine-riparian corridors of the West Fork Mill Creek sub watershed that will one day connect to the Caldwell-Seymour area.

b. Coordination with other COF Applications: The City of Cincinnati will submit a Clean Ohio Revitalization Fund "Public Assistance" application this year to underwrite costs for additional environmental assessment work for the old municipal Center Hill Landfill. Once this work is accomplished to meet Ohio Voluntary Action Program standards, the City will apply for a Clean Ohio Revitalization Fund grant to remediate PCBs in one area of the landfill and to remove asbestos from an old incinerator located on the landfill. The City has already selected a developer to "recycle" this brownfield property into productive economic uses. The City and developer have agreed to work with MCRP to conserve up to 400 feet of greenspace buffer between Seymour Creek and Mill Creek and the new development. Restoration of these stream buffers will occur in a future phase of work. MCRP has also provided a letter of support to the Village of Elmwood Place, an adjacent property owner seeking to clean up contaminated land and preserve open space, for their acquisition application to this round of COCF.

4. Community benefits: Relative economic, social/recreational and environmental benefits
The Caldwell-Seymour Greenway Program will provide the following economic, social and environmental benefits in District 2:

a. Economic

It will increase property values and provide natural amenities for area businesses and their employees, reducing or eliminating the stigma associated with a Mill Creek address.

It will provide streambank stabilization that is threatening businesses located on the east side of Mill Creek, between North Bend Road and Seymour Avenue.

It will strengthen and reinforce City investments in the Caldwell-Seymour Area The proposed greenway and ecological improvements will reinforce and support other City investments in the area, including the Carthage Mills residential redevelopment site; Ridgewood Industrial Park; Caldwell Recreation Park pool and restroom facilities improvements; bicycle lanes and pedestrian sidewalks on Este Avenue; a new public transit bus turn around and shelter at Este and Seymour; City Park Board Interstate-75 Greenway/Gateway landscaping project at Interstate 75 and Ronald Reagan Highway, just upstream of Caldwell Seymour; Center Hill Landfill phytoremediation and soil bioengineering projects; and the City's more recent plans to remediate Center Hill Landfill and redevelop a new commercial/retail park.

It will provide paid, on-the-job training for low income City residents. MCRP provides paid on-the-job (OTJ) training for a limited number of unemployed and underemployed inner city residents who want to help create the greenway and develop marketable skills in an environmental field. To date, MCRP has worked with a total of sixty trainees. Now MCRP is working with the City's Employment and Training Division and Office of Environmental Management to expand the Mill Creek OTJ program beginning this fall to include hazardous materials, brownfields, soil bioengineering, risk communication, and occupational health and safety training. MCRP will provide fieldwork training sites and training by its restoration consultants. MCRP's participation and partnership helped the city secure a \$200,000 brownfields skills training grant from US EPA in fall of 2001.

b. Social/recreational

It will continue to actively engage people most impacted by current environmental conditions in the planning, design, implementation and stewardship of ecological improvements.

It will provide a new hike and bike trail, expanding, improving and linking three existing park and recreation facilities together for use by surrounding neighborhoods and nearby suburban communities and by employees of the Ridgewood Industrial Park and future Center Hill Landfill redevelopment.

It will provide another critical link in the future regional Mill Creek/West Fork Mill Creek Greenway Trail Network. In future phases of this project, the Caldwell-Seymour Greenway will be extended to the northwest, through Springfield Township and connecting to Winton Woods, and to the northeast, connecting to the CG&E golf course, Hartwell country club/recreational property, Hamilton County Fairgrounds, a Cincinnati Park Board Interstate-75 Gateway Project, West Fork Mill Creek and then to Winton Woods.

It will create green buffers between light industrial/commercial areas and residential zones, and between industrial/commercial areas and Seymour and Mill Creeks, preventing pollution and physical impacts from stormwater runoff.

It will change the face of the landscape, eliminating urban blight and making the landscape more beautiful and enjoyable.

c. Environmental

It will provide environmental education and civic volunteer opportunities. MCRP provides environmental education and training in river ecology, wildlife habitat restoration, planting techniques, and identification of native and invasive alien species for all fieldwork volunteers. Participants include students (up to 1,000 each year in MCRP's school program), teachers, neighborhood and other community volunteers, paid trainees and adult probationers. The project will also create permanent educational signage and kiosks within the greenway and City parks, highlighting natural and historic features and COCF ecosystem restoration projects.

It will provide major environmental benefits as the COCF projects described in this proposal are implemented and begin to restore and conserve the ecological health of the streams, riparian corridors, floodplain, and parks. In addition, MCRP will utilize reused and recycled demolition materials that would otherwise end up in shrinking regional landfills. To the extent practicable, all greenway trail furnishings

(e.g., trail bed materials, bike racks, fencing, benches, signage, security bollards, and trash and recycling receptacles) will be made from recycled materials.

5. Extent of public access once project is completed

When the Caldwell-Seymour Project is complete it will be open for public use during daylight hours seven days a week. There are several access points with existing parking lots at Caldwell Recreation Park, Caldwell Nature Preserve, and Seymour Preserve along Seymour Avenue. An entrance to Seymour Preserve from Este Avenue will be created as part of the ODOT TEA-21 trail project.

6. Operation and Maintenance once project is completed

The City of Cincinnati and the Mill Creek Valley Conservancy District own all property that will be ecologically improved and restored by MCRP under this COCF application. Currently, the Cincinnati Recreation Commission manages Caldwell Recreation Park, the Cincinnati Park Board manages Caldwell and Seymour Preserves, and the MCVCD manages its own property as well as some City property within Mill Creek riparian corridors. This spring, MCRP will work with these public agencies to develop an intra/inter-agency agreement on roles and responsibilities for future maintenance. MCRP volunteers will assist the public agencies with ongoing maintenance and stewardship of the Caldwell-Seymour area.

7. Project Management Experience of similar or related projects

Mill Creek Restoration Project (MCRP) is a private nonprofit 501(c)(3) that serves as project manager for the overall Caldwell-Seymour Greenway Program under contract with the City of Cincinnati. MCRP has a proven track record, including successful project management and completion of five similar projects in the last seven years, including:

a. 1998-2002:

Project Management of seven "Nonpoint Source Pollution Prevention" projects, underwritten by approximately \$1.2 million in Ohio EPA 319 grants, local government contributions, and MCRP matching funds and in-kind services. Projects include restoration of streams, aquatic and wildlife habitat, wetlands, riparian corridors and floodplains. Four nonpoint source projects have been completed and three will be initiated this year. The riverine-riparian projects are located at seven sites within the Mill Creek watershed: in the Butler County headwaters (Mill Creek and East Fork Mill Creek); West Fork Mill Creek (downstream of Winton Lake); Mill Creek in the North Fairmount neighborhood in Cincinnati; the upper floodplain terrace of Mill Creek at Caldwell Recreation Park (part of MCRP's match for this COCF application); and lower Mill Creek between Mitchell Avenue and the Mill Creek Road bridge in South Cumminsville.

b. 1996-1999:

MCRP served as project manager for a \$350,000 community-based program to develop the *Mill Creek Watershed Greenway Master Plan*, to create a GIS database for the watershed, and to support two completed pilot greenway projects within the West Fork Mill Creek sub-watershed. MCRP spearheaded this initiative, working with over 150 neighborhood, business and civic groups, and engaging thousands of people in a wide range of activities, including planning workshops, briefings, and riparian corridor fieldwork. During a fifteen-month period, MCRP staff chaired a Watershed Council Greenway Committee and managed contracts with a team of consultants to craft the Mill Creek Greenway plan, endorsed and adopted by the Watershed Council and MCRP and published in 1999. Today the greenway initiative enjoys widespread public support because of the deliberate community-based process MCRP used to develop the master plan.

c. Project Technical Team

In addition to its in house expertise, MCRP has assembled an excellent team of technical consultants that the City Park Board has approved. The technical consultants include:

The Port of Greater Cincinnati Development Authority: handles Phase I and II Environmental Assessments of greenway properties and if necessary will work with property owners to provide any remediation in the area that may be needed.

Northern Kentucky University (NKU) Center for Environmental Resource Management: ecological analysis of the natural resources in the project area, including plant inventories, habitat assessment, short- and long-term restoration plans; stormwater and wetland assessments, design and installation; management of invasive alien species; and reintroduction of native species appropriate for the project area.

Human Nature landscape architecture firm: responsible for landscape analysis including slopes, soils, vegetation, floodplains, GIS mapping, land use and community planning to develop trail and greenway buffer alignments, design of signage and greenway furnishings.

Barge Waggoner Sumner Cannon transportation engineering firm: preliminary engineering and surveys including elevations, cross-sections, grades and utilities.

Robbin B. Sotir and Associates: inventory, assessment, design and installation of soil bioengineering solutions for streambank stabilization. Sotir is an internationally recognized soil bioengineer who coauthored the 1996 book *Biotechnical and Soil Bioengineering Slope Stabilization: A Practical Guide for Erosion Control*.

SECTION 2 ADDITIONAL: COMPLIANCE WITH HAMILTON COUNTY PRIORITIES

1. Community Planning: Project is in concert with publicly adopted regional, neighborhood or community advisory plan, watershed plan, or greenspace plan

a. The Caldwell-Seymour Greenway and COCF Ecosystem Restoration Program is consistent with and implementing portions of the following local, regional and statewide policies and plans:

- Cincinnati City Council policy on Mill Creek embodied in the June 1995 "Mill Creek Watershed Intergovernmental Agreement" with other political jurisdictions located in the watershed.
- The October 1, 1997, "City of Cincinnati Administrative Policy on the Environmental Restoration of the Mill Creek."
- The Cincinnati Park Board's 1992 *Cincinnati Parks and Greenways Plan*, its *Planting the Future Greenways 2000 Plan*, and its 2001 *Cincinnati Highways Greenspace Master Plan Strategy*.
- The 1999 landmark *Mill Creek Watershed Greenway Master Plan*, endorsed and adopted by the Mill Creek Watershed Council, that includes representatives from local governments in the watershed.
- The Hamilton County Park District and Regional Greenspace Initiative's 2002 *Report for Preserving the Greenspace Around Us*.
- The Ohio-Kentucky-Indiana Regional Council of Government's 1993 *OKI Regional Bicycle Plan* and the 1995 *Mill Creek Watershed Management Plan*.
- The 2001 draft "Ohio EPA TMDL Implementation Plan" for Mill Creek, that calls for reductions in nutrient loads and improvements in biological health and functioning that can be achieved through riverine-riparian improvements outlined in this proposal.
- The 1995 *Greenways for Ohio* study prepared by the Ohio Greenways Office.

b. Government Coordination

MCRP coordinates its efforts with diverse local, state and federal government agencies, including the U.S. Army Corps of Engineers, Mill Creek Valley Conservancy District, Ohio EPA, Ohio Department of Natural Resources, Ohio Department of Transportation, and local governments within the watershed. Within Cincinnati City government, MCRP works with multiple departments and divisions, including Parks, Recreation, Transportation, Economic Development, Environmental Management, Employment and Training, Community Development, Planning, Health, Safety, and the Metropolitan Sewer District. MCRP strives to establish cooperative and productive relationships with all of these government agencies. They are part of the partnership foundation that MCRP is forging to meet the challenges that Mill Creek presents.

2. Project benefits multiple local political subdivisions within the County

The Caldwell-Seymour Greenway and Ecosystem Restoration Strategy will positively impact multiple political jurisdictions within Hamilton County over time, since it is one segment in a larger regional greenway network planned to connect to Winton Woods Park to the northwest and to the northeast of the CS site to benefit Finneytown, Springfield Township, Greenhills, Hollydale, Woodlawn, Glendale, Lincoln Heights, Wyoming, Lockland, Arlington Heights, Reading, and the City of Cincinnati.

The suburban community of Elmwood Place, located on the east Mill Creek, adjoins part of the restoration program. Adjacent and nearby City neighborhoods to the project include Hartwell, Carthage, Winton Hills (Silver Oak Estates, Findlater Gardens, and Winton Terrace), and Winton Place (*see Site Vicinity Map*). Within a four-mile radius, additional neighborhoods

will benefit from this project including Northside, South Cumminsville, Millvale, English Woods, College Hill, Bond Hill and Roselawn. Public transit to the project area is available.

3. Natural Resource Viability: How important is the project to the viability of the natural resources affected by the project

Most of this COCF application deals with the critical need to regenerate and restore damaged and degraded natural resources. However, in the Caldwell Nature Preserve, there is a compelling opportunity to conserve a valuable and rare old growth forest.

Prior to European settlement, there were approximately 42,000 square miles of old-growth forest in Ohio. Today, it is estimated that less than two square miles (0.005%) remain in all of the state. The Caldwell Preserve is an isolated refuge for native biotic diversity in a highly urbanized landscape. Therefore, in addition to being an important refuge in OPWC District 2, this preserve has statewide and regional ecological significance as a rare and unique natural area.

Approximately 91.5 acres in the Caldwell Preserve harbor a very high quality, mature Mesic Hardwood forest dominated by Shumard oak, white ash, American beech, chinquapin oak, red oak and tulip tree. This old growth forest includes some larger trees that are between 200-300 years old. Therefore, this COCF project **protects a high quality example of a regionally endangered biological community and protects a threatened biological community and important example of Ohio's natural heritage.**

4. Readiness to proceed factors: evidence that open space-related facilities construction is ready to take place now

The riverine-riparian ecosystem restoration work outlined in this application can commence immediately upon execution of a Clean Ohio Fund contract. In September 2001, MCRP completed an ecological inventory and assessment of the project area and published the report "Caldwell-Seymour Greenway Trail: Ecological Assessment and Habitat Restoration Recommendations," prepared by the Environmental Resource Management Center at Northern Kentucky University. MCRP completed a Phase I Environmental Assessment and is currently conducting a Phase II Environmental Assessment for all targeted restoration properties. In addition, MCRP's soil bioengineer will complete the streambank inventory and assessment for Mill Creek and Seymour Creeks within the next 30 days. MCRP has also completed the first phase of field work at the upper floodplain terrace of Caldwell Recreation Park, setting the stage for work on the lower floodplain terrace described in this proposal.

5. Project preserves or naturally restores steep hillsides with slopes of 20% or greater

Early landscape and ecological analysis ruled out consideration for a hike/bike trail alignment along steep, landslide prone hillsides. Caldwell and Seymour Preserves contain slopes of 20% or greater (see Slopes Map). MCRP will either avoid these fragile slopes during restoration activity or will work to improve stability and ecological health of steep sloped areas as part of the proposed COCF work. Specifically, MCRP's proposed restoration activities will:

- manage invasive species that weaken the health of trees, causing them to die and contribute to hillside instability;
- dissipate the volume and velocity of stormwater runoff that erodes and destabilizes steep slopes;
- and prevent physical disturbance of slopes and vegetation from off-road vehicles (ATVs).

6. Project provides or enhances greenspace or open space opportunities in lower income or in highly urbanized areas

This project is located in a highly urbanized area and will provide enhanced greenspace opportunities for some of the City's lowest income Environmental Justice and historically underserved neighborhoods that are not included in the City's Empowerment Zone. According to the 1990 Census, in some neighborhoods the unemployment rate is as high as 29%, the poverty rate as high as 67%, and the minority population as high as 95%. These neighborhoods have borne a disproportionate share of the landscape degradation, pollution and urban blight that characterizes much of Mill Creek today. Neighborhoods located closest to the Caldwell-Seymour Greenway include Winton Place, Carthage, Hartwell, and the three Winton Hills neighborhoods of Silver Oak Estates, Winton Terrace, and Findlater Gardens. In addition, the low income and predominantly Appalachian community of Elmwood Place adjoins part of the project area. Low income City neighborhoods within a five-mile radius of the project include Millvale, English Woods, South Cumminsville, and Northside.

7. Project preserves or enhances undeveloped lands along view sheds of major highway and transportation corridors

The COCF project will provide scenic transportation enhancements in what is now a blighted area, improving the view from all of the surrounding major streets including North Bend Road, Seymour Avenue, Center Hill Road, Este Avenue, and Ronald Reagan Highway. Further, the Caldwell/Seymour Greenway Trail will link and creatively integrate the existing roadway system with park and recreational facilities, local businesses and schools, and surrounding neighborhoods and communities.

8. Project protects highly erodible lands or hydric soils

In much of the project area, soils have been historically disturbed by a variety of developments and further impacted by filling of the floodplain. Most of the steep-sloped areas of *Caldwell and Seymour Preserves* contain highly erodible soils. MCRP will avoid disturbance to these soils whenever possible and much of the planned restoration work will protect and enhance these soils. However, if during the course of ecological restoration work the soils must be disturbed, MCRP will reseed the ground very quickly and take other measures to prevent soil erosion.

Caldwell Recreation Park: According to the *Soil Survey of Hamilton County Ohio* (August, 1992) soils in the floodplain restoration area are classified as the Urban Land-Stonelick Complex. This complex consists of deep, well-drained soil that is frequently flooded. Soils in this area are considered excellent for bottomland restoration activities; it is unlikely that topsoil or other soil amendments will be needed.

Mill Creek Riparian Corridors: From the Caldwell Recreation Park to Seymour Creek along Mill Creek, Urban Land-Stonelick Complex and Urban Land-Martinsville Complex are found. The Stonelick complex is the dominant soil type. This complex consists of urban land and deep, well drained soil that is frequently flooded at lower elevations along the Mill Creek.

Seymour Creek Riparian Corridors: Within the riparian corridors of Seymour Creek, the Urban Land-Martinsville Complex soils are found. Permeability in the Martinsville soil is moderate, the available water capacity is high, runoff is slow, the rooting zone is relatively deep, and erosion is a hazard (especially if the soil surface is left bare). Unless these areas are covered with topsoil, vegetation is difficult to establish in the areas that have been cut and filled, as has occurred before with this creek. Therefore, MCRP will amend the soil with good quality topsoil and, during stream restoration activities, MCRP will maintain plant cover on the site to reduce runoff and erosion.

Seymour Preserve Wetlands: To date, MCRP has identified two sites that have potential for wetland development within the upper and lower floodplains along Seymour Creek, within Seymour Preserve. The *Soil Survey of Hamilton County Ohio* (August 1992) characterizes the bottom soils as Urban land – Martinsville Complex. The Survey notes that these soils have limitations for water management due to seepage, lack of water supply, and erosion potential. Flooding frequency is described as “none.”

Due to major changes in land use and land cover during the past ten years in the 470-acre upper watershed, these soil limitations may no longer be applicable. The bottoms of Seymour Creek now experience flooding and Seymour Creek may now be a perennial stream instead of intermittent. Further, some obstacles to wetlands creation may be overcome by careful analysis and design. As described earlier in this COCF proposal, MCRP will carefully research, design and install wetlands in this floodplain area, taking into account soils and other environmental factors.

9. Project addresses a situation where action must be taken now or opportunity will be lost forever.

This COCF application describes opportunities that could be lost if there is no timely action. First, the Caldwell Preserve’s old growth forest is endangered by invasive species that will continue to multiply unless they are managed in the near future. Second, hillsides, healthy mature native trees, and riverine-riparian ecosystems within Caldwell and Seymour Preserves could be further degraded and destabilized, and old growth trees lost forever, if action is not taken to address other adverse impacts from stormwater runoff and ATVs in addition to invasive species. It is time to hold the line on ecological stressors, to regenerate the natural resources, and to prevent future harm.

Third, there is growing political, financial, environmental and civic synergy in this part of Cincinnati. All of the key stakeholders recognize the need for a comprehensive, regional, and community based approach to revitalizing this area, and that healthy green space and natural resources are critical to this effort.

For example, the City has designated the Center Hill Landfill as part of a new “Redevelopment District #10” and has agreed to conserve 400-foot buffers between the future economic redevelopment of the Center Hill Landfill and Seymour and Mill Creeks. In addition, an adjoining redevelopment district includes two landfills along Mill Creek, upstream of the Caldwell Parks. Both these redevelopment districts have been combined into a new Tax Increment Financing (TIF) district. As the two landfills are cleaned up, Mill Creek water quality will improve and it will be possible to extend ecological restoration and greenway trail efforts to the northeast.



CALDWELL-SEYMOUR PROPERTY KEY
For Greenway Trail Alignment

rev. 6/1/01

<u>Location/Address/Plat #</u>	<u>Ownership</u>
SECTION A-Caldwell Park north boundary south to North Bend Road (.28 miles)	
Caldwell Park 1) 338 N. Bend Road Plat No. 242-4-3	City - Park (Rec Manages)
Caldwell Park 2) 338 N. Bend Road Plat No. 242-4-3	City - Parks
SECTION B (Both sides of Creek)-North Bend Road north boundary south to W. Seymour Road (.25 miles)	
North Bend 1) Plat No. 239-1-68	MCVCD
North Bend 2) P.O. Box 80 Warren, MI 48090 Plat No. 239-1-69	GLS Leasco (to acquire partial fee or lease)
North Bend 3) Plat No. 239-1-60	MCVCD
North Bend 4) Plat No. 239-1-45	MCVCD
North Bend 5) Plat No. 239-1-55	Bon Development (to acquire partial fee/cons. easement)
SECTION C-W. Seymour Road north boundary south to Este Avenue (.6 miles)	
W. Seymour 1) W. Seymour Ave. Plat No. 239-3-4	MCVCD
W. Seymour 2) Este Ave. Plat No. 239-3-18	MCVCD
W. Seymour 3) W. Seymour Ave. Plat No. 239-3-6	MCVCD - Easement
W. Seymour 4) Este Ave. Plat No. 239-3-7	MCVCD



Photograph 27: Caldwell Nature Preserve. Mill Creek between Caldwell Nature Preserve and Caldwell Playground. Fall 1999.

MCRP:1032.7-16-01

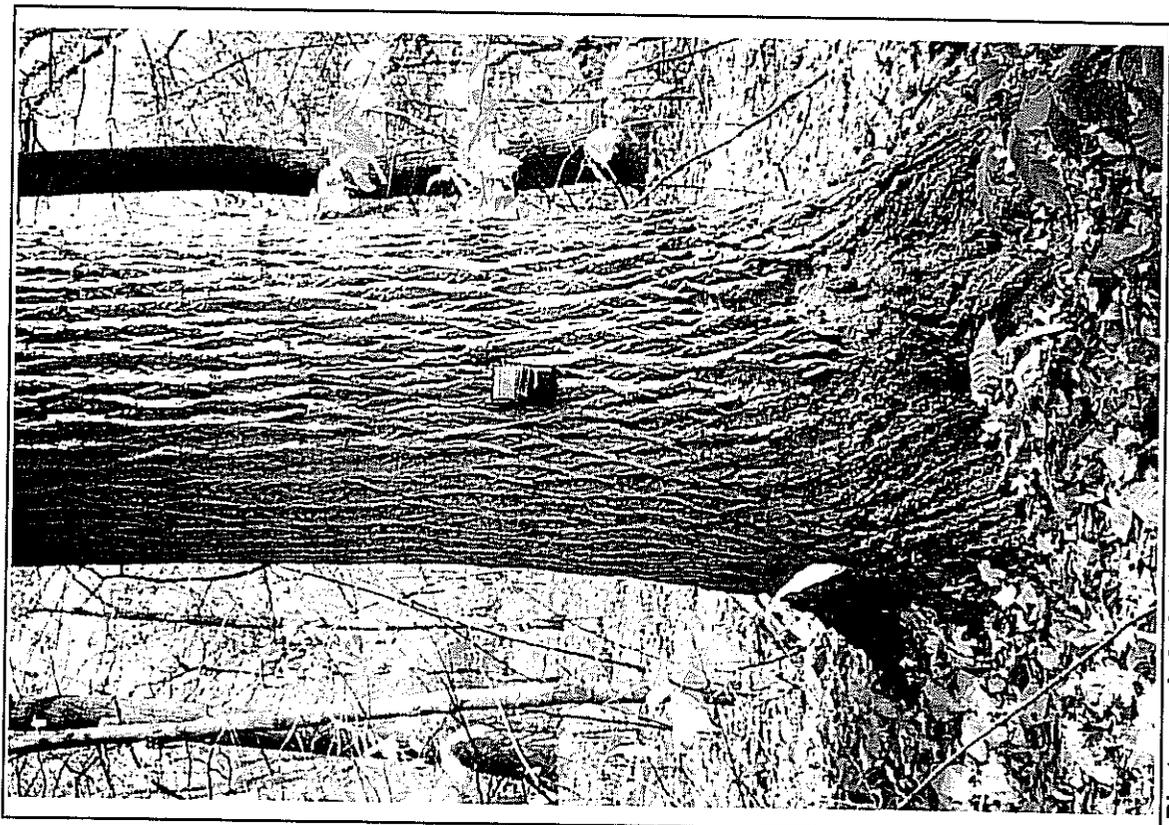


Photograph 28: Caldwell Nature Preserve. Mill Creek between Caldwell Nature Preserve and Caldwell Playground. Summer 2000.

NKU-ERMC



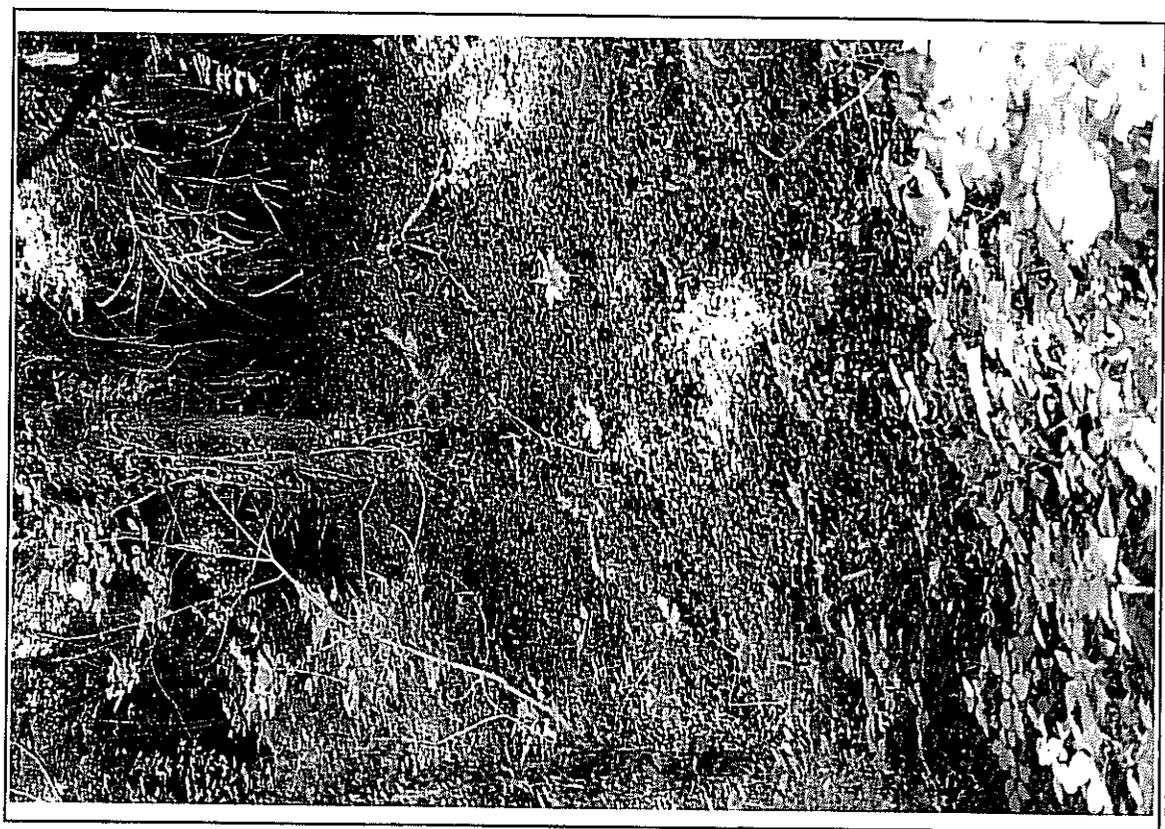
Photograph 10: Caldwell Nature Preserve. Tulip Poplar. Fall 1999.



Photograph 9: Caldwell Nature Preserve. Tulip Poplar. Fall 1999.



Photograph 20: Caldwell Nature Preserve. Lower slopes dominated by wintercreeper. June 2001.



Photograph 19: Caldwell Nature Preserve. Lower slopes dominated by wintercreeper. June 2001.



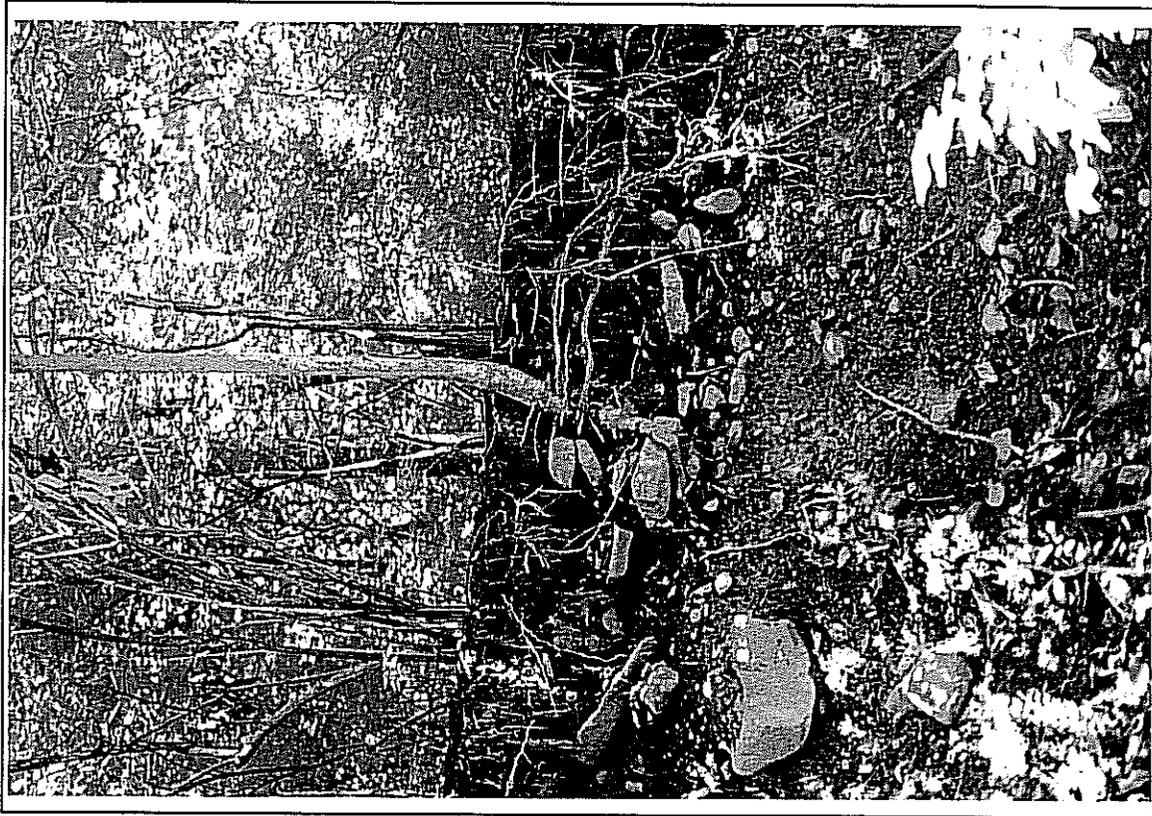
Photograph 103: Caldwell Playground Restoration Area. Local high school students assisting with Amur honeysuckle removal. May 2000.

MCRP:1032:7-16-01



Photograph 104: Caldwell Playground Restoration Area. Local high school students assisting with Amur honeysuckle removal. May 2000.

NKU-ERMC



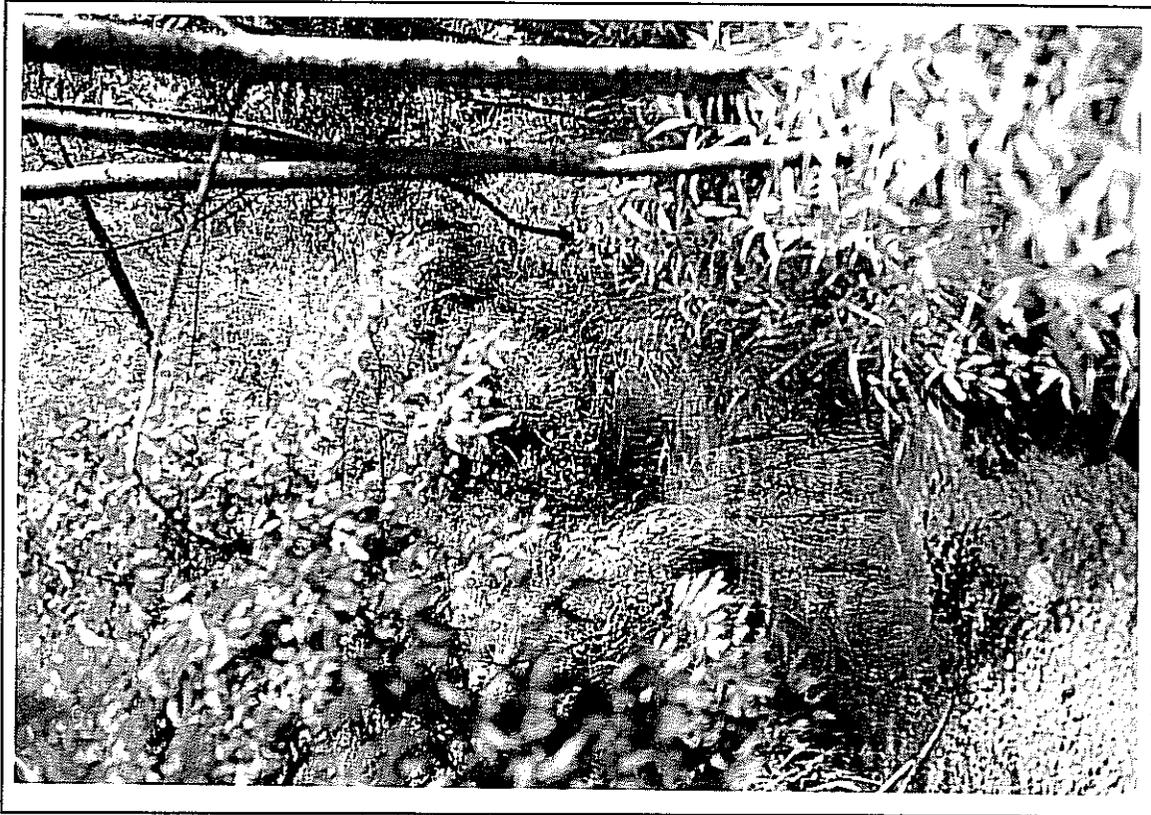
Photograph 51: Seymour Preserve. Slope destabilization and erosion resulting from stream incision. June 2001.

MCRP:1032:7-16-01

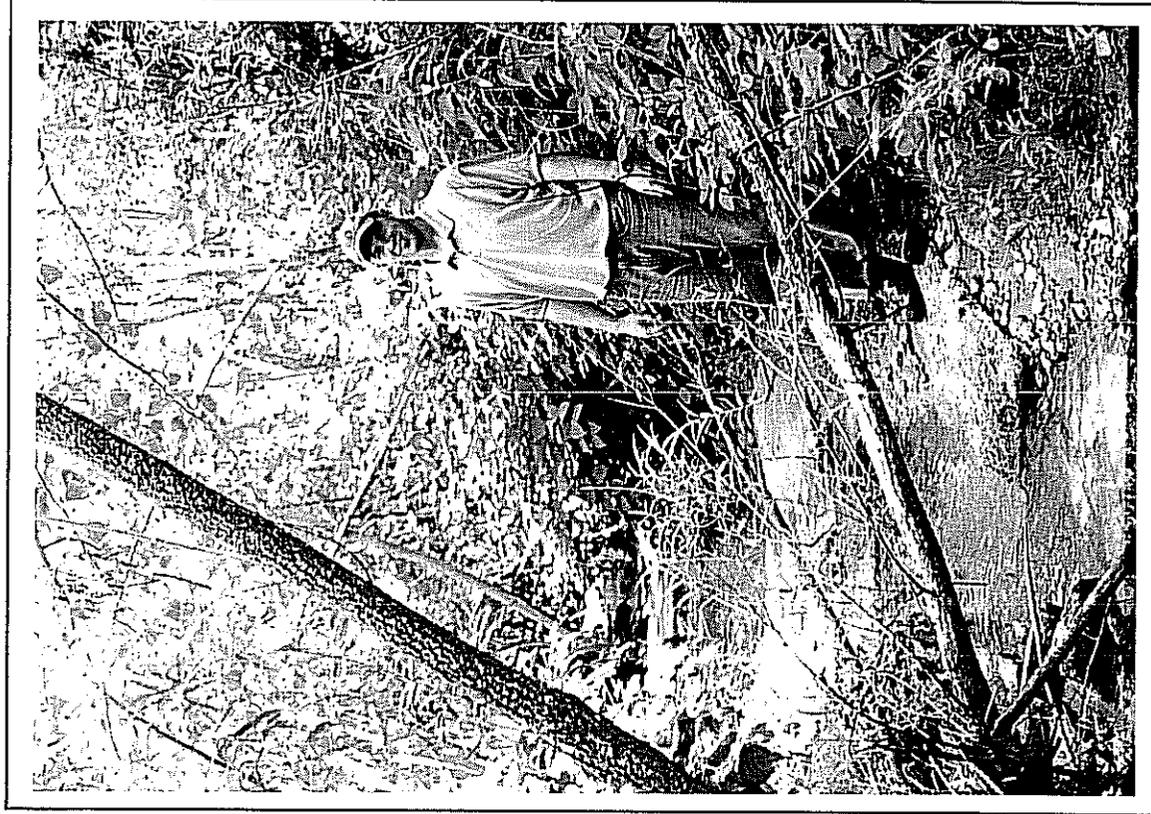


Photograph 52: Seymour Preserve. Mature sugar maple undercut and falling into middle prong of Dan's Creek. June 2001.

NKU-ERMC



Photograph 41: Seymour Preserve. Small scrub-shrub wetland area in lower section of preserve. May 2001.



Photograph 42: Seymour Preserve. Small scrub-shrub wetland area in lower section of preserve. June 2001.

**Field Work – Caldwell Park
October, 2001**



3.0 PROJECT SCHEDULE

Indicate the estimated beginning and ending dates of your project. (3.1) planning and implementation, (3.2) land acquisition/easements, (3.3) site improvements. If dates are not applicable to your project, please enter "N/A".

Projects with schedules that lend themselves to a future program year may be returned for resubmission at a later date.

	<u>Begin Date</u>	<u>End Date</u>
3.1 Planning and Implementation:	COCF contract executed	9 months
3.3 Site Improvements:	same as above	12 months

4.0 PROJECT OFFICIALS:

4.1 CHIEF EXECUTIVE OFFICER Robin Corathers
TITLE Executive Director, Mill Creek Restoration Project
STREET 1776 Mentor Avenue, #426
Cincinnati, OH 45212
CITY/ZIP
PHONE (513) 731-8400
FAX (513) 731-8404
E-MAIL rcorath@one.net

4.2 CHIEF FINANCIAL OFFICER (see above, Robin Corathers)
TITLE
STREET
CITY/ZIP
PHONE () _____ -
FAX () _____ -
E-MAIL

Mill Creek Restoration Project Executive Director Robin Corathers serves as the CEO and as the Chief Financial Officer of the nonprofit organization. She is authorized to enter into a contract with the Ohio Public Works Commission and will manage all of the financial responsibilities associated with the Clean Ohio Fund. MCRP undergoes an annual independent financial audit conducted by Cassidy Schiller and Associates, Inc. MCRP will make audited reports available to the OPWC upon request.

4.3 PROJECT MANAGER Susan Schultz
TITLE Director, External Relations, Mill Creek Restoration Project
STREET 1776 Mentor Avenue, #426
CITY/ZIP Cincinnati, OH 45212
PHONE (513)731-8400
FAX (513)731-8404
E-MAIL sschultz@one.net

MCRP External Relations Director Susan Schultz is the Project Manager for the entire Caldwell-Seymour Greenway Project and will serve as MCRP's project manager for this Clean Ohio Conservation Fund project. Susan is an attorney with a master's degree in nonprofit administration and 15 years of project management experience, including three years of greenway project management experience with MCRP.

Changes in Project Officials must be submitted in writing from the CEO or CFO.

5.0 ATTACHMENTS/COMPLETENESS REVIEW:

In order that your application may be processed in a timely fashion, please submit your application on 8 ½ by 11 white paper with dark ink so that it may be copied for others. It is understood that some items may not conform to this request such as large maps and photographs. Please feel free to include these items.

Confirm in the blocks [] below that each item listed is attached.

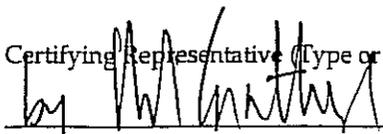
- [X] A certified copy of the authorization by the governing body of the applicant authorizing a designated official to sign and submit this application and execute contracts. This individual should sign under 6.0, Applicant Certification, below.
- [X] A certification signed by the applicant's chief financial officer stating all local share funds required for the project will be available on or before the dates listed in the Project Schedule section.
- [X] A formal detailed estimate of the project's costs provided by an architect, landscape architect, or other professional. For land acquisition, an appraisal by a State-certified general real estate appraiser, as defined under ORC 4763 for the type of land being appraised will need to be submitted to the NRAC prior to closing.
- [X] A cooperation agreement (if the project involves more than one entity) which identifies the fiscal and administrative responsibilities of each participant.
- [X] Resolution of Support (Please refer to section 164.23(B)(1) of the Ohio Revised Code for guidance.)
- [X] Identification of any participation by state agencies that will provide to this particular project and that will provide assistance with respect to the project.
- [X] Information concerning the coordination of the project among local political subdivisions, state agencies, federal agencies, community organizations, conservation organizations, and local business groups.
- [X] Supporting Documentation: Materials such as additional project description, photographs, and/or other information to assist your NRAC in ranking your project. Be sure to include supplements which may be required by your local NRAC.
- [X] Have you reviewed your NRAC's methodology to see that you have addressed all components?

6.0 APPLICANT CERTIFICATION:

The undersigned certifies: (1) he/she is legally authorized to request and accept financial assistance from the Ohio Public Works Commission; (2) to the best of his/her knowledge and belief, all representations that are part of this application are true and correct; (3) all official documents and commitments of the applicant that are part of this application have been duly authorized by the governing body of the applicant; and, (4) should the requested financial assistance be provided, that in the execution of this project, the applicant will comply with all assurances required by Ohio Law, including those involving Buy Ohio and prevailing wages.

Applicant certifies that the project, as defined in the application, has NOT resulted in any transfer of title or rights to land or begun any type of physical improvements prior to the execution of a Project Agreement with the Ohio Public Works Commission. Action to the contrary will result in termination of the agreement and withdrawal of Ohio Public Works Commission funding.

Certifying Representative (Type or Print Name and Title)

by 
Robin Corathers, Executive Director, MCRP

4/1/02,
/Date Signed

ATTACHMENT A

PROJECT EMPHASIS

NOTE: IF THE PROJECT HAS MORE THAN ONE EMPHASIS, PLEASE PLACE A "1" IN THE CATEGORY THAT IS THE PRIMARY EMPHASIS, A "2" IN THE CATEGORY WITH SECONDARY EMPHASIS, AND A "3" IN THE CATEGORY WITH THIRD EMPHASIS.

OPEN SPACE

- 1. Protects habitat for rare, threatened and endangered species
- 2. Increases habitat protection
- 3. Reduces or eliminates nonnative, invasive species of plants or animals
- 4. Preserves high quality, viable habitat for plant and animal species
- 5. Restores and preserves aquatic biological communities
- 6. Preserves headwater streams
- 7. Preserves or restores flood plain and stream side forest functions
- 8. Preserves or restores water quality
- 9. Preserves or restores natural stream channels
- 10. Preserves or restores functioning flood plains
- 11. Preserves or restores wetlands
- 12. Preserves or restores stream side forests
- 13. Preserves or restores other natural features that contribute to quality of life and state's natural heritage

RIPARIAN CORRIDOR

- 14. Fee simple acquisition of lands to provide access to riparian corridors or watersheds
- 15. Acquisition of easements for protecting and enhancing riparian corridors or watersheds
- 16. Reforestation of land
- 17. Planting vegetation for filtration
- 18. Incorporates aesthetically pleasing and ecologically informed design
- 19. Enhances educational opportunities and provides physical links to schools and after school centers
- 20. Acquisition of connecting corridors
- 21. Supports comprehensive open space planning
- 22. Provides multiple recreational, economic and aesthetic preservation benefits
- 23. Allows proper management of areas where safe hunting and trapping may take place in a manner that will preserve balanced natural ecosystems.
- 24. Enhances economic development that relies on recreational and ecotourism in areas of relatively high unemployment and lower incomes

AUTHORIZATION BY THE GOVERNING BODY OF Mill Creek Restoration Project

Robin Corathers is hereby authorized to apply to the OPWC for Clean Ohio Conservation Program funds.

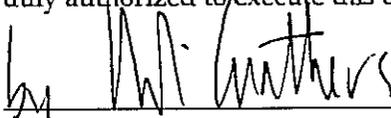
Robin Corathers is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

January 15th, 2002
Date

Mill Creek Restoration Project
Applicant

Certificate of Recording Officer

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the MCRP Board of Trustees, held on the 15th day of January, 2002, and that I am duly authorized to execute this certificate.



(original signature)

Executive Director

CHIEF FINANCIAL OFFICER'S CERTIFICATION OF LOCAL FUNDS

April 1, 2002

I, Executive Director of the Mill Creek Restoration Project, hereby certify that Mill Creek Restoration Project has the amount of \$ 331,403.00 committed to the Greenway Contracts and Grant Funds and that this amount will be used to pay the applicant revenues for the "Caldwell Seymour Ecological Restoration Program" when it is required.

by [Handwritten Signature]
(original signature)

Executive Director

City of Cincinnati



Department of Community Development

Two Centennial Plaza
Suite 700
805 Central Avenue
Cincinnati, Ohio 45202
Phone (513) 352-6146
Fax (513) 352-6113

March 29, 2002

Peg Moertl
Director

Clean Ohio Conservation Fund Review Committee
Natural Resources Assistance Council - District 2
Hamilton County Engineer's Office
10480 Burlington Road
Cincinnati, OH 45231

Dear Natural Resources Assistance Council Members:

The City of Cincinnati's Community Development Department and Office of Environmental Management (OEM) enthusiastically endorse and support the Mill Creek Restoration Project's application to the Clean Ohio Conservation Fund for the Caldwell-Seymour Ecological Restoration Program. This innovative initiative is consistent with City plans and policies and will integrate with and bolster the City's financial investments in revitalizing this low income, blighted and degraded portion of the City.

Within the past two years, the City relocated businesses from the Carthage Mills site in the adjoining Carthage neighborhood to the Ridgewood Industrial Park that adjoins the Seymour Preserve. Additionally, seven key parcels of land were transferred to the Cincinnati Park Board to support the natural resource improvements planned for the area. The OEM completed a major streambank stabilization project at the confluence of Seymour and Mill Creeks and initiated a phytoremediation project for the Center Hill Landfill, planting about 30,000 poplar trees to assist in remediation of this site.

The Community Development Department and OEM plan to complete environmental assessment and remediation of the landfill within the next two years, through applications to the Clean Ohio Revitalization Fund. Plans call for redeveloping the site as a light industrial/commercial park. The City and preferred developer have agreed to work cooperatively with Mill Creek Restoration Project (MCRP) to reserve buffers between Seymour Creek and Mill Creek and the future economic development, in order to protect stream water quality and improve the aesthetics of the site.



805 Central Avenue • Suite 800 • Cincinnati, Ohio • 45202
InfoLine (513) 352-4000 • Fax (513) 352-1634
www.cincyrec.org

Daniel J. Gilday, *President* • Denise M. Driehaus, *Vice President*
Roscoe A. Fultz • Rev. Kazava Smith • Sally Warner

• Celebrating 75 Years of Commitment • 2002

March 29, 2002

District 2 Natural Resources Assistance Council
Clean Ohio Conservation Fund Review Committee
Hamilton County Engineer's Office
1952 Belcher Drive, C-4
Cincinnati, OH 45257

Dear NRAC Members:

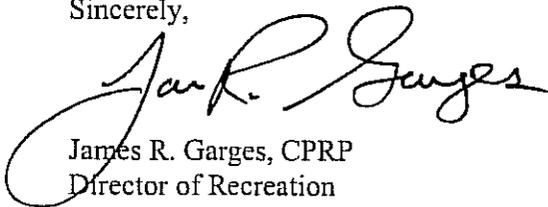
This is to express my strong support for the Mill Creek Restoration Project's application in the "Riparian Corridors and Watersheds" category of the Clean Ohio Conservation Fund. The City Recreation Commission manages the Caldwell Recreation Park along Mill Creek and looks forward to expanding and enhancing the quality of public open space and recreational opportunities within the Caldwell Seymour area. In particular, I am delighted at the prospect of connecting the three City parks together through creation of a multi-purpose greenway trail.

The Recreation Commission has already worked extremely well with its private partner MCRP in the past two years on several environmental projects at the Caldwell Recreation Park. Work has included removing trash from the park and volunteer "seed and weed" efforts to eliminate invasive honeysuckle and replace it with native trees and shrubs in an upland floodplain terrace along Mill Creek. Recreation staff are also a part of the Caldwell Seymour Steering Committee that helps develop the detailed restoration plans and that includes people who live nearby, own property or work at local businesses.

The proposed Caldwell-Seymour Ecological Restoration Program will reclaim riparian corridors and improve the quality of green space for all future visitors. In particular, restoration efforts in this part of the City will benefit a number of low income neighborhoods located around the City parks. Citizen participation, passive recreation opportunities for all of our City neighborhoods, and stewardship of our natural resources are all part of the Recreation Commission's mission.

I hope you will please vote to fund this application. It does everything that the Clean Ohio Fund legislation intended and more.

Sincerely,

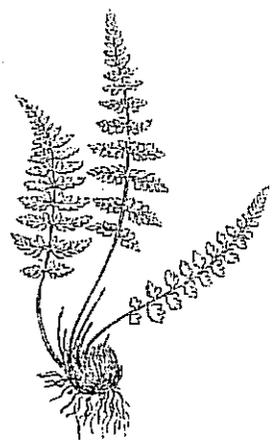

James R. Garges, CPRP
Director of Recreation



James R. Garges, CPRP, *Director*
Nathaniel O. Wilkins, *Assistant Director*

REGIONAL GREENSPACE INITIATIVE

414 WALNUT STREET, SUITE 1300
CINCINNATI, OHIO 45202
513.684.9061 FAX: 513.684.9064
RGI@FUSE.NET



March 29, 2002

District 2 Hamilton County Natural Resources Assistance Council
Clean Ohio Conservation Fund Review Committee
Hamilton County Engineer's Office
10480 Burlington Road
Cincinnati, OH 45231

Dear Natural Resources Assistance Council Members:

The Regional Greenspace Initiative strongly recommends that you approve the Mill Creek Restoration Project grant application to the Clean Ohio Conservation Fund. The Mill Creek Restoration Project is concentrating on restoring and improving much-needed public greenspace in the urban core of Greater Cincinnati.

The Regional Greenspace Initiative's mission is "to promote the conservation and restoration of greenspace for the social, economic and environmental vitality of the region." RGI is comprised of nine Board of Trustees and forty-three affiliated organizations that reflect the Tri-State's racial, economic and social diversity.

Mill Creek Restoration Project has been a leader in helping to develop the Regional Greenspace Initiative so that everyone, and most especially low-income inner city neighborhoods, has access to clean, healthy natural areas. As part of this Clean Ohio Conservation Fund proposal, Mill Creek Restoration Project will provide technical training for RGI members and for other civic volunteers in open space planning, river ecology and wildlife habitat restoration.

Mill Creek Restoration Project is creating a model for urban stream and riparian regeneration and restoration in this region and in the State of Ohio. Please provide the requested grant to enable MCRP to complete this critical work, and for Hamilton County to benefit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Thomas Ryther'.

Thomas Ryther, Chair
Regional Greenspace Initiative

Mill Creek Watershed Council



Dave Buesking, Chair
Dennis Murphey, Vice Chair
Cecil Osborn, Secretary/Treasurer
Nancy Ellwood, Executive Director

March 29, 2002

Clean Ohio Conservation Fund Review Committee
Natural Resources Assistance Council - District 2
Hamilton County Engineer's Office
10480 Burlington Road
Cincinnati, OH 45231

Dear Review Committee:

The Mill Creek Watershed Council requests that you please consider funding the Mill Creek Restoration Project's proposal to the Clean Ohio Conservation Fund for the Caldwell-Seymour Ecological Restoration and Greenway Program. The proposed scope of work will help to implement the *Mill Creek Watershed Greenway Master Plan* that the Watershed Council adopted and endorsed in 1999.

The mission of the Mill Creek Watershed Council is to promote improvements to the Mill Creek to provide integrated environmental, economic, aesthetic and recreational benefits to current and future generations. The greenway program is one of a number of activities the Council supports that will help us to meet our goals.

MCRP's proposed work will improve water quality by creating a vegetative buffer between creeks, roads and industrial areas, helping to filter pollutants from stormwater runoff and to reduce stormwater impacts on streambanks. This river and riparian corridor work is consistent with the Watershed Council's goals for water quality and habitat improvement. In addition, this work will help to implement a portion of the Watershed Action Plan for Mill Creek that the Council and MCRP are currently developing with local communities.

The Mill Creek Watershed Council staff has actively participated on the project team for Mill Creek greenway improvements and will continue to give our input as part of the greenway development process.

In conclusion, the Watershed Council urges you to select this application for a Clean Ohio Conservation Fund grant. Thank you for this opportunity to comment. If you need additional information, please contact me at 513.563.8800.

Sincerely,

Nancy Ellwood, Executive Director
Mill Creek Watershed Council

COOPERATIVE AGREEMENTS ATTACHMENT

MCRP and the City of Cincinnati/Cincinnati Park Board have two existing inter-agency agreements. (See attached.) These agreements cover some pre-construction costs and allows greenway trail and restoration activities to occur City-owned property. The agreements between MCRP and Parks are valid through year-end 2004, and are renewable. Both parties have expressed mutual interest in continuing their relationship. The City also has a contract with the MCVCD that calls for the District's cooperation in developing the Mill Creek Greenway and associated environmental improvements. In process (to be completed Spring 2002) is an intra- and inter-agency agreement between City Departments (e.g., Parks, Recreation, OEM, Transportation Engineering), MCVCD and potentially MCRP. The board of MCVCD recently voted to officially provide properties and in-kind support for the Mill Creek Greenway system and to participate in developing the long-term maintenance agreement with the City.

As part of the public-private partnership, MCRP, MCVCD and city staff will share in project management, construction labor, and ongoing maintenance. MCRP's volunteer corps already is involved with Parks cleanup and restoration activities and will assist with future maintenance.

Other Cooperating Entities – Caldwell-Seymour Greenway

ArtWorks		Tamara Harkavy, Executive Director
City of Cincinnati	Park Board	Willie Carden, Director Steve Schuckman, Planning Superintendent Dave Prather, Park Planner Dave Gamstetter, Urban Greenspace Manager Jim Godby, Land Manager Vivian Wagner, Education Director Jim Farfsing, Chief Naturalist Parks Staff for restoration/trail development activities
	Recreation	Jim Garges, Director Doug Lane, Assistant Director Sharman Privett, Landscape Manager Kathy Lang, Playfield Supervisor Bob Franklin, Assistant Engineer
	Planning	Liz Blume, Director David Efland, Senior Planner
	Community Development	Peg Moertl, Director
	Transportation	John Deatrick, Director Jim Coppock, Engineering Specialist/Bikes
	Environmental Management	Dennis Murphey, Director Bonnie Phillips, Environmental Engineer Jack Wachter, Environmental Engineer
	City Council	Mayor Charlie Luken Vice-Mayor Alicia Reese Council Member Minnette Cooper Council Member Pat DeWine Council Member Chris Monzel Council Member Jim Tarbell Council Member David Crowley

	Police & Fire Metropolitan Sewer District	Council Member Paul Booth Council Member John Cranley District 4 Pat Karney, Director MSD Staff Volunteers for Water Quality Monitoring
Hamilton County	Regional Planning Commission Park District	Steve Johns, Planner John Brady, Director Jack Sutton, Assistant Director Tim Zelek, Planner
League of Women Voters		Chris Moran
Mill Creek Valley Conservancy District		Jim Wuenker, President Bob Jansen, Director
Mill Creek Watershed Council		Nancy Ellwood, Executive Director
Ohio EPA 319 Nonpoint Source Pollution Prevention Program		Hugh Trimble, Division of Surface Water
Ohio-Indiana-Kentucky Council of Governments		John Heilman, Technical Services Manager Don Burrell, Bike Trail Specialist Bruce Koehler, Environmental Planner
Port Authority of Greater Cincinnati and Hamilton County		Tim Sharp, Executive Director Kim Satzger, Brownfields Program Director
Preserving Affordable Housing		Margo Aug, Executive Director
Rumpke, Inc.		Missy Krieger, VP Communications
Springfield Township		Gwen McFarlin, Trustee Melanie McNulty, Recreation Director
<u>Community Groups:</u>		
Women's City Club		Jeanne Nightengale, Program Chair
Terrace Guild		Clara Pugh, Program Director
Northside Greenspace		Steve Albert, President
Carthage Community Council		Bob Hartlaub, President
Civic Garden Center Urban Gardens Program		Mary Ann Westerdorf, Coordinator
Cincinnati Off-Road Association		Mitch Graham, Coordinator
Hartwell Community Council		Chris Cone, Coordinator
View Place Civic Association		Jeff Dean, President
Winton Hills Citizen Action		Linda Briscoe
Winton Terrace Civic Association		Barbara Evens
Sustainable Cincinnati		Steve Dana, Coordinator
Communities United For Action		Marilyn Evans
Southwest Ohio Trails Association		Ron Sonderman, Coordinator
Univ. of Cincinnati Urban Forestry Students		Dave Gamstetter, Coordinator

87 - Local Residents and Business Owners Contacted in Project Area (Jan. 02 mailing list)

DRAFT

**MINUTES
OF THE SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE MILLCREEK VALLEY CONSERVANCY DISTRICT
THURSDAY, FEBRUARY 14, 2002 @ 9:30 A.M.
THOMPSON HINE, LLP, 312 WALNUT, SUITE 1400, CINCINNATI, OHIO 45202**

BOARD MEMBERS PRESENT: James A. Wuenker, President
Charles E. Downton III, Vice President
James Boothe, Asst. Vice President

OTHERS PRESENT:

Robin Corathers, Executive Director, Mill Creek Restoration Project, Guest Tom Kirkwood, Legal Counsel
Susan Schultz, Esq. Director, External Relations, MCRP, Guest Robert L. Cordes, Asst. Chief Engr./Treas.
Patrick Karney, Director, Metropolitan Sewer District, Guest Robert V. Jansen, Chief Engineer/Sec.
Dennis Murphey, Director, Office of Env. Mgmt. City of Cinti, Guest

MILLCREEK WATERSHED GREENWAYS PROGRAM

Ms. Robin Corathers and Ms. Susan Schultz gave a presentation regarding the Mill Creek Corridor Vision and Multi Objective Strategy for the Greenway Program.

Discussion followed regarding opportunities to collaborate to form partnerships to secure funding and indicating an example of the partnership of the Miami Conservancy District with the B-W Greenway Trust.

Ms. Corathers then stated she believed there needed to be an inter-agency agreement and greenway strategy in order that property acquisition, management and maintenance issues could be determined. The Board agreed that responsibilities needed to be established and that the Millcreek Valley Conservancy District would work with the Mill Creek Restoration Project towards the establishment of a Greenway Program.

PROJECT STATUS

Following the presentation by Ms. Corathers, Mr. Karney, Director, Greater Cincinnati Metropolitan Sewer District discussed the pros and cons of a new contributed funds agreement a cost share of 75% by the Federal government and 25% by the local sponsor for the completion of the General Reevaluation Report (GRR).

Mr. Patrick Karney and Mr. Dennis Murphey also briefed the Board on other conversations they had with General Van Winkle and General Hawkins of the Corps regarding the GRR and the proposed Deep Tunnel Project and the positive benefits this project would have for the community.

The Board then discussed and remained unchanged on their insistence that the Corps needs to perform in accordance with the August 1998 Cooperative Funds Agreement regarding the completion of the GRR. The Board did not object to staff and legal counsel participating in further discussions with the Corps of Engineers or the Mill Creek Watershed Council about valuations of local contributions to the GRR, letters of intent to modify the GRR or methods to continue the GRR without interruption.

There being no further business to come before the Board, the meeting was adjourned at 12:00 p. m.

James A. Wuenker, President

Robert V. Jansen, P. E., Chief Engineer/Secretary

RESOLUTION OF AUTHORIZATION

Recreational Trails Program/ODNR

Whereas, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through Recreation Trails (RT) Program.

Whereas, the Mill Creek Restoration Project, working with the Cincinnati Park Board, desires financial assistance under the Recreational Trails Program.

NOW, THEREFORE, be it resolved by the Cincinnati Park Board as follows:

1. That the Cincinnati Park Board approves cooperation with the Mill Creek Restoration Project in their application for Recreational Trails financial assistance.
2. That the Mill Creek Restoration Project is authorized and directed to provide all information and documentation required to become eligible for possible funding assistance.
3. That the Cincinnati Park Board does agree to obligate the land in its possession in the project area that is required to satisfactorily complete the proposed project and for Mill Creek Restoration Project to become eligible for reimbursement under the terms and conditions of the Recreational Trails Program.

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of the resolution adopted by the Cincinnati Park Board, held on the 20th day of July, 2000, and that I am

Thomas J. Zwolinski
(original signature)

President, Cinn. Park Board
(title)

Post-It™ brand fax transmittal memo 7671		# of pages > 1	
To <u>Susan Schultz</u>	From <u>Angela Parker</u>		
Co. <u>Nature Works</u>	Co. <u>Parks</u>		
Dept.	Phone # <u>357-2603</u>		
Fax # <u>731-8404</u>	Fax # <u>357-2633</u>		

City of Cincinnati

An Ordinance No. 375 - 1979

Authorizing the City Manager to execute two agreements for the assumption of responsibility and cost of operation of the Millcreek Barrier Dam, Carr Street Pumping Station, Millcreek Channel and ancillary facilities together with adjacent park improvements.

WHEREAS, the Millcreek Valley Conservancy District duly constituted under the laws of the State of Ohio has entered into an agreement with the U.S. Army Corp. of Engineers for the improvement of the Millcreek Barrier Dam, Carr Street Pumping Station, Millcreek Channel ancillary facilities together with adjacent park improvements; and

WHEREAS, pursuant to said agreement and the District's statutory obligations it has presented to the City of Cincinnati agreements for the assumption of the cost of maintenance of the above cited improvements; and,

WHEREAS, said agreement requires the conveyance to the district of certain real property from the City of Cincinnati; and

WHEREAS, the City shall retain the effective control over the daily operation of that portion of the subject improvements within the boundaries of the City of Cincinnati; and

WHEREAS, the City Planning Commission at its meeting on August 24, 1979 approved the subject agreements; and

WHEREAS, the Board of Park Commissioners of the City of Cincinnati at its meeting on August 30, 1979 approved that agreement applicable to the park improvements; 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 the attached agreements for the assumption of responsibility and cost of operation of the Millcreek Barrier Dam, Carr Street Pumping Station, Millcreek Channel and ancillary facilities together with adjacent park improvements.

Section 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and shall go into effect forthwith. The reason for said emergency is the need to provide the U.S. Army Corp. of Engineers and the Millcreek Valley Conservancy District with the opportunity to let contracts at the earliest possible time.

Passed September 12 A.D., 1979

Bob Minton
Mayor

I HEREBY CERTIFY THAT ORDINANCE NO. 375
WAS PUBLISHED IN THE CITY BULLETIN
IN ACCORDANCE WITH THE CHARTER ON 9/26/79

SECRET: _____
Clerk

Webster W Posey
Clerk of Council



AGREEMENT

THIS AGREEMENT made this 16 day of October, 1979, between the City of Cincinnati, hereinafter called the City, and the Millcreek Valley Conservancy District, hereinafter called the District;

WITNESSETH:

WHEREAS, the City owns, maintains and operates the Barrier Dam, pumping stations and floodwalls, officially designated by the U. S. Army Corps of Engineers as the "Flood Protection Works, Cincinnati, Ohio, River Basin, Ohio;" and

WHEREAS, the City has, from time to time, acquired property and easements to widen and realign the natural channel of the Mill Creek to increase its capacity and control flooding at various locations; and

WHEREAS, pursuant to Section 6101.13, Revised Code of Ohio, the District has filed with and had approved by the Hamilton County Court of Common Pleas, an Official Plan of the Millcreek Valley Conservancy District covering the flood control and park facilities to be constructed by the District; and

WHEREAS, the District now proposes to implement said Official Plan in cooperation with the U. S. Army Corps of Engineers; and

WHEREAS, it is necessary for the District to secure right of way for the implementation of said Official Plan in order for the U. S. Army Corps of Engineers to proceed with construction;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by each of the parties to the other, the receipt of which is hereby acknowledged, and further, in consideration of the terms and conditions contained herein, the parties do hereby agree as follows:

A. CITY RIGHTS AND OBLIGATIONS

1. The City agrees to convey as needed to the District fee simple or any restricted title currently held by the City of Cincinnati, on lands indicated by the Corps of Engineers as rights of way and/or easements needed for the Mill Creek Local Flood Protection Project, which lands and/or easements must be acquired for the flood protection and park purposes set forth in the Official Plan of the District.
2. At such time as it may be requested by the District, the City agrees to act as agent for the District and to perform all maintenance and operations specified in Paragraphs B-1a, b and c through the Metropolitan Sewer District.

B. DISTRICT - RIGHTS AND OBLIGATIONS

1. Within one (1) year after each section of the Mill Creek Local Flood Protection Project has been declared officially complete by the Corps of Engineers, the District shall assume responsibility for each such section for the following functions, in conformity with the "Operation and Maintenance Manual, Flood Protection Works, Cincinnati, Ohio River Basin, Ohio" prepared by the Louisville District U. S. Army Corps of Engineers as the same may from time to time be amended by the Corps of Engineers as such Manual shall apply. The respective sections of the Mill Creek Local Flood Protection Project are shown on the attached Exhibit A. The functions for which the District shall have responsibility are as follows:

- (a) Operation and maintenance of the Barrier Dam and the Carr Street Pumping Station which shall include the following items:
 Flood Pumps and Appurtenances, Buildings, Grounds, Electrical Transformers, Stream Gauges, Maintenance Shop and Tools, Automotive Equipment, Office Equipment, Utilities, Silt Removal, Cranes, and Bulkheads.

*1980 Budget for
 Barrier Dam =
 \$179,530*

(b) next page

- (b) Operation and maintenance of floodwall, flood closure gates and sewer closure gates which shall include the following items:
Buildings, Grounds, Cranes, Carr Street Valve, Freeman Avenue Valve, McLean Street Valve and Bulkhead Chamber, Floodgate Chamber, and Floodgate Installations.
- (c) Maintenance of the Mill Creek channel within the boundaries of the City.
- (d) The obligation to make all major maintenance and repairs and to cure all chronic and cumulative problems arising in the system. Such correction of chronic and cumulative problems to be subject to financing by the Corps of Engineers.
- (e) The obligation to cure the Barrier Dam Forbay Silting Problem by a method mutually agreed upon by the District, the City and the Corps of Engineers, within a period of three (3) years after the Mill Creek Local Protection Project has been certified complete by the Corps of Engineers. Such correction of chronic and cumulative problems to be subject to financing by the Corps of Engineers.
- (f) The District will convey to the City or its designee permanent easements over all rights of way acquired for the Mill Creek Local Protection Project whether from the City or others, for the installation of future sewer, drainage and utility lines and bridges, except that no structure shall project into, or impede the platted waterway area of the channel. Each such installation must be approved by the Chief Engineer for the District and must be accompanied by a plat coordinated to the control system of Mill Creek.

Do we have an agreement with Corp. of Engineers re: this?

2. COSTS

The District shall assume the cost of items listed in Paragraphs B-1a, b and c, including costs of equipment use, materials, and cost of the City and Metropolitan Sewer District agents and employees, as well as independent contractors, in accordance with such agreement(s) as shall be entered into by the District with MSD and becoming effective on or after the assumption of such responsibilities by the District.

C. OTHER TERMS AND CONDITIONS

1. Nothing contained in this Agreement shall affect the ownership of the Mill Creek Barrier Dam or in any way act to amend any agreement between the City of Cincinnati and The Cincinnati Gas & Electric Company regarding provision of electrical energy for said dam or payment therefore, as set forth in Contract No. S-33-015-Eng-512 between the War Department and The Cincinnati Gas & Electric Company dated July 5, 1944, City of Cincinnati Ordinance No. 260-1944, dated August 2, 1944, City of Cincinnati Ordinance No. 45-1955, dated February 9, 1955, City of Cincinnati Ordinance No. 40-1965, and Indenture between The Cincinnati Gas & Electric Company and the City of Cincinnati dated July 22, 1971, as recorded at Deed Book 3803, Page 181, of the Recorder's Office of Hamilton County, Ohio.
2. The City and the District mutually acknowledge that the granting of easements over the City's park facilities for the improvement of the Mill Creek Channel shall reduce the likelihood of flooding in the subject areas and improve the appearance of the park property and is therefore in full accord with the conveyance of the subject real property to the City and its Board of Park Commissioners for park purposes.
3. The term of this Agreement shall commence upon the term of execution and continue for a period of twenty-five (25) years or until the Mill Creek Barrier Dam shall no longer exist, whichever shall occur later.

4. The flood control work to be done by the District will be designed and constructed, in accordance with standards established by the U. S. Army Corps of Engineers. (In order to provide protection against flooding on a 100 year frequency basis.) ~~Subject to this~~
5. The District agrees that, subject to existing contractual obligations which it has with the U. S. Army Corps of Engineers, it shall give first priority to the improvement and assumption of responsibility for the operation of the Mill Creek Barrier Dam, pump stations and channel improvement within the City of Cincinnati.
6. If at any time after the City conveys title to any real estate to the District, the District finds it no longer requires any or all of said real estate, or, in the further event, that the District terminates its operations in accordance with Ohio law, then any interest held in such real estate found to be unnecessary for the purposes of the District shall revert to and be reconveyed to the City subject to approval thereof by the Conservancy Court.
7. Attached hereto and made a part hereof as Exhibit B is a plat designating the approximate boundaries of the real estate to which title is presently held by the City of Cincinnati and which it is anticipated will be required to be conveyed to the District in accordance with the terms and conditions of this Agreement.
8. At such time as the City conveys title to all property required by the District for each section of the Project, this Agreement shall be recorded (or re-recorded, as the case may be) in the office of the Recorder of Hamilton County, Ohio, with full legal descriptions of each parcel of real estate conveyed by the City to the District.

IN WITNESS WHEREOF, the City of Cincinnati, by Sylvester Murray, its City Manager, duly authorized by Ordinance No. 575, 1979, has signed this 16 day of October, 1979, and Philip M. Meyers, President, and Bernard H. Kock, Assistant Secretary, of the Millcreek Valley Conservancy District, duly authorized by resolution of its Board of Directors, have signed this 20th day of September, 1979, and all parties have signed four (4) copies of this Agreement.

Witnesses:

[Signature]

[Signature]

[Signature]

[Signature]

CITY OF CINCINNATI

By [Signature]
Sylvester Murray, City Manager

THE MILLCREEK VALLEY CONSERVANCY DISTRICT

By [Signature]
Philip M. Meyers, President

By [Signature]
Bernard H. Kock, Ass't Secretary

APPROVED AS TO FORM:

[Signature]
Chad C. Warwick
Ass't City Solicitor

This instrument prepared by:

Donald H. Roif, Jr., Attorney at Law.

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED that on this 20th day of September, One Thousand Nine Hundred and Seventy-nine (1979) before me, the subscriber, a notary public in and for said county and state, personally appeared Philip M. Meyers, President, and Bernard H. Kock, Assistant Secretary of the Millcreek Valley Conservancy District, one of the parties thereto, whose name is subscribed to and which executed the foregoing instrument, and for themselves as such officers, respectively, and for and on behalf of said Millcreek Valley Conservancy District, acknowledged the signing and the execution of said instrument, by authority of said conservancy district on behalf of the same; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act of said District, for the uses and purposes in said instrument mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Donald H. Roff, Jr.
Notary Public, Hamilton County,
State of Ohio
Donald H. Roff, Jr., Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration date
Section 147.03 R.C.

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED that on this 16 day of October, 1979, before me, the subscriber, a notary public in and for said county and state, personally appeared Sylvester Murray, City Manager of the City of Cincinnati, the municipal corporation whose name is subscribed to and which executed the foregoing instrument, one of the parties thereto, and acknowledged the signing and sealing thereof to be the corporate act and seal of said city, and his voluntary act and deed as such officer on behalf of said City of Cincinnati.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.

Ann Piek
Notary Public, Hamilton County
State of Ohio
ANN PIEK
Notary Public, Hamilton County, Ohio
My Commission Expires June 3, 1982

AGREEMENT

THIS AGREEMENT made this 16 day of October, 1979, between the Cincinnati Board of Park Commissioners, hereinafter called the Board, the City of Cincinnati hereinafter referred to as the City, and the Millcreek Valley Conservancy District, hereinafter called the District;

WITNESSETH:

WHEREAS, the District is obligated to the development of public access park areas along the channel of the Mill Creek within the corporate boundaries of the City of Cincinnati; and

WHEREAS, it is necessary for the District to provide for the maintenance and operation of the park areas in a safe and professional manner; and

WHEREAS, the District is desirous that this maintenance and operation be carried out by the Cincinnati Board of Park Commissioners;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) paid by each of the parties to the other, the receipt of which is hereby acknowledged, and further, in consideration of the terms and conditions contained herein, the parties do hereby agree as follows:

1. The Board and the City will convey to the District fee simple title to the real property described in Exhibits A-1, A-2, and A-3 attached hereto subject to the following terms, reservations, reverters and acknowledgements:
 - A. That the District prior to the request for the conveyance of real property in Solway Park shall secure from the trustees of Spring Grove Cemetery all necessary deeds and releases to avoid any reversion or possibility of reverter of the subject premises to the party who conveyed the same to the Board.
 - B. That the Board and City reserves the right to obtain easements for park purposes over any part or all of the subject real property in order to facilitate their maintenance and operation of the public access park areas developed by the District in Paragraph 2 herein.
 - C. The City and the District mutually acknowledge that the conveyance of City park property from the prior grantor for the improvement of the Mill Creek Channel shall reduce the likelihood of flooding in the subject areas and improve the appearance of the park property and is therefore in full accord with the conveyance of the subject real property to the City and its Board of Park Commissioners.
 - D. If at any time after the Board and City convey title to any real estate to the District, the District finds it no longer requires any or all of said real estate, or, in the further event, that the District terminates its operations in accordance with Ohio law, then any interest held in such real estate found to be unnecessary for the purposes of the District shall revert to and be reconveyed to the Board and City subject to approval thereof by the Conservancy Court.
2. The District shall assume all costs for the operation and maintenance of public access park areas in the City of Cincinnati developed by the District within the Mill Creek Channel boundaries, including cost of equipment use, materials, and cost of City employees, as well as independent contractors.

3. The Board will maintain and operate the public access park areas in the City of Cincinnati in accordance with established Park Rules and Regulations and Park maintenance practices.
4. The District and Board shall, prior to construction, jointly review and approve all development plans and specifications for public access park areas to insure design continuity, maintainability and public safety.
5. The District assumes sole responsibility for the safety of design and construction of the public access park facilities developed by the District, as well as the safety of the materials and construction procedures.

IN WITNESS WHEREOF, the District and the Board have executed this Agreement as of the date first above written.

Witnesses:

BOARD OF PARK COMMISSIONERS
City of Cincinnati, Ohio

Walter L. Thompson

By Walter L. Thompson
Horse Johnson, President

Richard J. Meyer

THE HILLCREEK VALLEY CONSERVANCY DISTRICT

Philip M. Meyers

By Philip M. Meyers
Philip M. Meyers, President

Bernard H. Kock

By Bernard H. Kock
Bernard H. Kock, Assistant Secretary

THE CITY OF CINCINNATI

Wester Murray

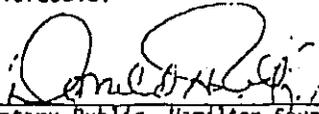
By Wester Murray
Wester Murray, City Manager

Ellen M. Volk

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED that on this 20th day of September, One Thousand Nine Hundred and Seventy-nine (1979) before me, the subscriber, a notary public in and for said county and state, personally appeared Philip M. Meyers, President, and Bernard H. Kock, Assistant Secretary of the Millcreek Valley Conservancy District, one of the parties thereto, whose name is subscribed to and which executed the foregoing instrument, and for themselves as such officers, respectively, and for and on behalf of said Millcreek Valley Conservancy District, acknowledged the signing and the execution of said instrument, by authority of said conservancy district on behalf of the same; and that the signing and execution of said instrument is their free and voluntary act and deed, their free act and deed as such officers respectively, and the free and voluntary act of said District, for the uses and purposes in said instrument mentioned.

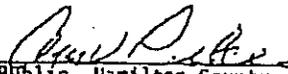
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.


Notary Public, Hamilton County
State of Ohio
Donald H. Ross, Jr., Attorney at Law
Notary Public, State of Ohio
My Commission has no Expiration date
Section 147.03 R.C.

STATE OF OHIO, COUNTY OF HAMILTON, SS:

BE IT REMEMBERED that on this 16 day of October, 1979, before me, the subscriber, a notary public in and for said county and state, personally appeared Sylvester Murray, City Manager of the City of Cincinnati, the municipal corporation whose name is subscribed to and which executed the foregoing instrument, one of the parties thereto, and acknowledged the signing and sealing thereof to be the corporate act and seal of said city, and his voluntary act and deed as such officer on behalf of said City of Cincinnati.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.


Notary Public, Hamilton County
State of Ohio
ANN FICK
Notary Public, Hamilton County, Ohio
My Commission Expires June 2, 1982

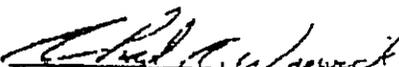
STATE OF OHIO COUNTY OF HAMILTON, SS:

BE IT REMEMBERED that on this 3rd day of December, 1979, before me, the subscriber, a notary public in and for said county and state, personally appeared Morse Johnson, President of the Board of Park Commissioners of the City of Cincinnati, the municipal corporation whose name is subscribed to and which executed the foregoing instrument, one of the parties thereto, and acknowledged the signing and sealing thereof to be the corporate act and seal of said board, and his voluntary act and deed as such officer on behalf of said Board of Park Commissioners of the City of Cincinnati.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal on the day and year last aforesaid.


Notary Public, Hamilton County
State of Ohio
BRENT E. CAVENS
Notary Public, S.L.S. of Ohio
My Commission Expires July 8, 1984

APPROVED:

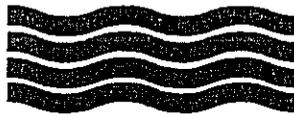

Assistant Solicitor

This instrument was prepared for the City of Cincinnati by the Department of Law.

Staff

Robert V. Jansen, P.E.
Chief Engineer/Secretary

Robert L. Cordes, P.E.
Asst. Chief Engineer/Treasurer



Millcreek Valley Conservancy District

Board of Directors

James A. Wuenker
President

John J. Roebel
Vice President

Charles E. Downton III
Asst. Vice President

October 31, 2000

Mr. Steve Kloss
Ohio Department of Natural Resources
1952 Belcher Drive C-4
Columbus, Ohio 43224

SUBJECT: CALDWELL/SEYMOUR TRAIL PROJECT

Dear Mr. Kloss:

The Millcreek Valley Conservancy District enthusiastically supports the referenced project submitted by the Cincinnati Park Board on July 7, 2000.

The Conservancy District is one of two major public property owners in the project area and is committed to work in good faith towards completing ownership of the real property interests.

The Conservancy District is also willing to allow trail furnishings and landscaping on its property in ways that compliment the Conservancy District's other public project land uses.

Sincerely,

Robert V. Jansen, P. E.
Chief Engineer/Secretary

RVJ/sbt

cc: Robin Corathers/Mill Creek Restoration Project
T. J. Kirkwood
A. E. Nevels
R. L. Cordes
R. V. Jansen

Rec'd MCRP 7/19/94

CONTRACT NO. 95X0005

**AGREEMENT
BETWEEN
BOARD OF PARK COMMISSIONERS
AND
MILL CREEK RESTORATION PROJECT**

THIS AGREEMENT, is made by and between the City of Cincinnati, Board of Park Commissioners hereinafter referred to as "Park Board" and the Mill Creek Restoration Project, an Ohio non-profit corporation, hereinafter referred to as "MCRP"

WITNESSETH:

WHEREAS, MCRP is charged with implementing the Mill Creek Watershed Greenway Master Plan; and

WHEREAS, the Park Board desires to engage the services of the MCRP to implement the Mill Creek Greenway Plan within the City of Cincinnati; and

WHEREAS, such services are professional and noncompetitive in nature.

NOW, THEREFORE, it is mutually agreed as follows:

SECTION 1. Scope of Services.

The MCRP shall, in a satisfactory and proper manner as determined by the Park Board, perform all the services described in the Scope of Services which is attached hereto, marked Exhibit A, and by this reference made a part hereof.

Sub contractors include the following:

Port Authority for Brownfields Redevelopment
300 Carew Tower
441 Vine Street
Cincinnati, OH 45202

Human Nature
2165 Gilbert Avenue
Cincinnati, OH 45206

Northern Kentucky University/Environmental Resource Management Center
College of Arts and Sciences
516 John's Hill Road
Highland Heights, KY 41099

Habitats
P.O. Box 265
Silver Grove, KY 41085

SECTION 2. Term.

The services of the MCRP are to commence upon execution of this Agreement by both parties hereto, and shall be completed by June 30, 2001.

SECTION 3. Compensation and Method of Payment.

3.1 The City agrees to pay to the MCRP up to but not in excess of \$300,000 as full and complete compensation for services, in accordance with the budget attached hereto, marked Exhibit B, and by this reference made a part hereof.

3.2 For purposes of Certification by the Department of Finance of the City of Cincinnati the amount available to be expended under this Agreement in 1999 is One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00). No funds may be expended under this Agreement in excess of the 1999 appropriation and Certification until the balance of this Agreement is appropriated by Council and Certified by the Department of Finance.

3.3 Upon the execution of this Agreement by both parties hereto, the Park Board will pay to MCRP Forty Three Thousand and 00/100 Dollars (\$43,000.00) to be expended in accordance with Exhibit B, Budget. This payment will not increase the amount of total compensation to be paid under this Agreement or the amount of Exhibit B, attached to this Agreement. This \$43,000.00 dollar payment will be deducted from the last payments based upon vouchers submitted at the end of this Agreement.

3.4 Periodic payments on account of the MCRP's services under this Agreement shall be made to the MCRP by the Park Board upon submission to the Park Board of an invoice documenting the services rendered, consistent with the budget identified in Exhibit B, and accompanied by documentation satisfactory to the Park Board indicating expenses incurred and payments made.

SECTION 4. Default and Termination.

4.1 If, through any cause, the MCRP shall fail to fulfill in a timely and proper manner the MCRP's obligations under this Agreement or if the MCRP violates any of the terms and conditions, covenants or agreements of this Agreement, if no attempt is made to cure the failure within a period of ten (10) days or a longer period specified in writing, the Park Board shall have the right to terminate this Agreement by giving written notice to the MCRP specifying the effective date of the termination, at least five (5) days before such effective date. Notwithstanding the above, the MCRP shall not be relieved of liability to the Park Board for damages sustained by the Park Board by virtue of any breach of this Agreement by the MCRP, and the Park Board may withhold any payments to the MCRP for the purposes of off-set until such time as the exact amount of damages due the Park Board from the MCRP is determined. Exceptions may be made with respect to defaults of subcontractors of MCRP.

4.2 The Park Board may terminate this Agreement by giving notice in writing from the Park Board to the MCRP. If this Agreement is terminated by the Park Board as provided, the MCRP will be paid an amount which bears the same ratio to the total compensation, as the services actually performed bear to the total services of the MCRP, covered by this Agreement less payments of compensation previously made.

SECTION 5. Compliance with Laws and Programs.

5.1 This Agreement shall require in the performance of services that the MCRP complies with all applicable laws, statutes, ordinances, rules and regulations of the Federal Government, the State of Ohio, the County of Hamilton and the City of Cincinnati.

5.2 This Agreement shall be subject to the provisions of the Equal Employment Opportunity Program of the City of Cincinnati, Ordinance No. 137-1972.

5.3 MCRP will be subject to the provisions of the City of Cincinnati Contract Compliance Program regarding the Equal Business Opportunity Program Regulations. The requirements of Ordinance Nos. 106-1994 and any amendments thereto are applicable to this contract. Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 130, Cincinnati, Ohio 45202 (Call 352-3144)

Consultants awarded City professional services contracts where the estimated value of the contract is \$10,000 or more, and in performance of which the Consultant intends to subcontract 10 percent or more of the total value of the contract, are encouraged to voluntarily subcontract with one or more minority/women business enterprises in such a manner that at least five percent (5%) of the total value of the said contract will be paid to minority/women business enterprises.

Consultants awarded professional services contracts shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of disadvantaged, minority and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Minority and Women Business Enterprises and Small Business in bid solicitation and dividing large contracts into smaller contracts when economically feasible.

5.4 This Agreement is subject to and the MCRP agrees to comply with the City of Cincinnati's Partisan Political Activity restriction contained in Ordinance No. 358-1992, which reads as follows:

The organization, and its officers, directors and employees while acting in their official capacities, shall not participate in partisan political activity or expend funds of the organization for partisan political purposes.

Partisan political activity shall mean the endorsement of or opposition to a candidate for public office or the giving, soliciting or receiving or in any manner being concerned in giving, soliciting or receiving a contribution to any candidate for public office or any political party.

A corporation which has complied with the provisions of Section 3599.03 O.R.C. prohibiting the use of corporate money or property for partisan political activity and has established a political action committee or separate segregated fund as permitted under the provisions of Section 3517.082 O.R.C. shall not be precluded from contracting with the City, but prior to contracting shall provide to the City documentation indicating the nature and extent of the partisan political activity and that no portion of general corporate funds have been used to support such activity.

Such documentation shall include copies of the corporation's most recent filings with the Ohio Secretary of State and/or the Hamilton County Board of Elections filed pursuant to Sections 3599.03 and 3517.10 O.R.C. and a copy of the most recent affidavit filed by the corporation with Ohio tax commissioner pursuant to Section 5733.27

O.R.C. Any contract with such developer
political activity prohibitions for all general corporate activity not
performed through political action committees or separate segregated
funds established under the provisions of Section 3517.082 O.R.C.

The organization shall be prohibited from expending any funds
received from the City directly for support of or opposition to an issue
appearing on any ballot. The organization shall not be prohibited from
expending funds received from sources other than the City for such
purposes or from using City funds for informational (as contrasted with
advocacy) purposes related to ballot issues. All organizations subject to
the provisions of Sections (b) and (c) of this ordinance shall comply with
the provisions of Section 149.431 O.R.C., pertaining to financial record
keeping.

Paid employees and officers of organizations receiving 80% or
more of their funding from the City and which are required to submit
their operating and program budgets to City Council for review and
approval shall in addition to restrictions set forth in Sections (a) and (b)
hereof be subject to the partisan political activity restrictions imposed
on employees in the administrative service by Article V, Section 4 of the
Charter of the City of Cincinnati.

provisions of this section shall be considered to have committed a material breach of contract which shall entitle the City to terminate such contract in the same manner and with the same consequences as for any other material breach thereof.

SECTION 6. Subcontracting.

None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Park Board. The Subcontractors set forth in Section 1 hereof are approved subcontractors by the Park Board under this Agreement. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

SECTION 7. Assignment.

The MCRP shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment or novation, without prior written consent of the Park Board.

SECTION 8. Hold Harmless

The MCRP shall protect, defend and hold harmless the Park Board and the City of Cincinnati, their agents, employees, and volunteers, from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, including attorney fees and legal expenses, arising from any and all acts of the MCRP, its agents, employees, licensees and invitee, that result in injury to persons or damage to property.

SECTION 9. Insurance.

9.1 The MCRP, at its sole cost and expense, shall procure and maintain at all times during the terms of this Agreement general liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for liability for acts of the MCRP or its agents and/or employees. The Park Board and the City of Cincinnati shall be an additional named insured.

9.2 The MCRP shall secure Worker's Compensation Insurance.

SECTION 10. Independent Contractor.

The MCRP shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Cincinnati. The MCRP shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, Consultants and sub-Consultants, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Cincinnati and the MCRP. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Cincinnati, nor shall any such person be entitled to any benefits available or granted to employees of the City of Cincinnati.

SECTION 11. Law to Govern.

This Agreement is entered into in and is to be performed in the State of Ohio. The Park Board and MCRP 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 12. Amendments.

This Agreement may be modified or amended only by written agreement duly executed by the parties hereto or their representatives.

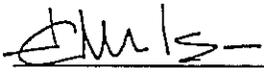
SECTION 13. Entirety.

This Agreement and the Exhibit attached hereto contain the entire Agreement between the parties as to the matters contained therein. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

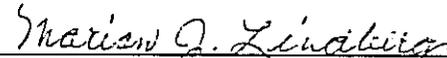
IN WITNESS WHEREOF, the Park Board and the MCRP have executed this Agreement on this _____ day of _____, 1999.

RECOMMENDED BY:

BOARD OF PARK COMMISSIONERS
OF THE CITY OF CINCINNATI



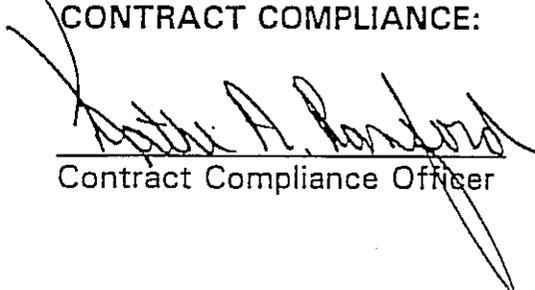
Jack C. Wilson
Director of Parks

By: 

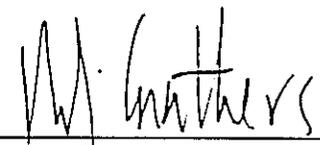
Marian J. Lindberg, President

APPROVED BY
CONTRACT COMPLIANCE:

MILL CREEK RESTORATION PROJECT



Contract Compliance Officer

By: 

Robin Corathers, Director
Mill Creek Restoration Project
42 Calhoun Street
Cincinnati, OH 45219

APPROVED AS TO FORM:

Federal I.D. No. 311388594



Assistant City Solicitor

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930 1993 YORK CODE 7-03-0305

150000

DIRECTOR OF REVENUE

EXHIBIT A

SCOPE OF SERVICES

Mill Creek Restoration Project shall provide the following services in the implementation of the Mill Creek Watershed Greenway Plan:

1. Environmental assessments on properties identified within the City of Cincinnati area.
2. Ecological and greenway planning analysis.
3. Engineering design and construction documentation
4. Project administration and coordination.
5. Property and easement acquisition planning.
6. Site work, including but not limited to site development and clearing, landscaping, revegetation and trail development.
7. Preparation of reports documenting Greenway Master Plan progress, actions and accomplishments, and setting out recommendations and next steps for continued implementation.

EXHIBIT B

BUDGET

	<u>1999</u>	<u>2000</u>
1) Environmental Assessments	\$40,000	\$30,000
2) Ecological and Greenway Planning and Analysis	\$42,500	\$22,500
3) Engineering Design and Construction Documentation	\$10,000	\$22,500
4) Site Work	\$10,000	\$25,000
5) Property/Easement Acquisition	\$10,000	\$12,500
6) Project Management and Report Preparation	<u>\$37,500</u>	<u>\$37,500</u>
TOTAL DISBURSEMENT	\$150,000	\$150,000

**City of Cincinnati
CDBG Non-Profit Operating Agency
Funding Agreement**

This AGREEMENT entered into by and between the City of Cincinnati, an Ohio municipal corporation, (hereinafter referred to as "City") and Mill Creek Restoration Project (MCRP) hereinafter referred to as "Subrecipient").

WITNESSETH THAT:

WHEREAS, Pursuant to Title I of the Housing and Community Development Acts of 1974 and 1977, as amended, the City has applied for and is a recipient of a Community Development Block Grant (CDBG) for certain Community Development activities; and

WHEREAS, included in said application, or provided for in subsequent amendments to said application, is the activity entitled Mill Creek City Greenways Development; and

WHEREAS, it is necessary that the City and the Subrecipient enter into an AGREEMENT for the implementation of said activity; and

WHEREAS, the work or services to be provided by the Subrecipient are professional and non-competitive in nature; and

WHEREAS, this contract has been authorized by Ordinance No. 118-2001, passed by City Council on April 25, 2001;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of the CDBG regulations (which regulations may be found in Title 24 of the Code of Federal Regulations - 24 CFR Part 570), the City is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients does not relieve the City of this responsibility. The City is also responsible for determining the adequacy of performance under subrecipient agreements and for taking appropriate action when performance problems arise, such as those actions described in Section 570.910. (Throughout this AGREEMENT and its attachments, references to Section 570 and its subsections shall mean 24 CFR Chapter 570.)
2. **Other Program Requirements:** This AGREEMENT shall require the Subrecipient to carry out each activity in compliance with all Federal laws and regulations in Subpart K of the CDBG regulations, as further described in *ATTACHMENT III—Certifications and Other Regulations*, which is attached hereto and made a part hereof as fully rewritten, except that:
 - A. The Subrecipient does not assume the City's environmental responsibilities as described at Section 570.604; and

B. The Subrecipient does not assume the City's responsibility for funding under Executive Order 12372, as described at Section 570.612.

C. **Scope of Service:** The Subrecipient hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing the above-mentioned activity as described in *ATTACHMENT I-Statement of Work*, which is attached hereto and made a part hereof as if fully rewritten. Changes in *ATTACHMENT I-Statement of Work* may be requested from time to time by either the City or the Subrecipient and shall be incorporated in written amendments to this Agreement. The Subrecipient certifies that the Community Development project provided for herein gives maximum feasible priority to activities that benefit low or moderate income families or aid in the prevention or elimination of slums or blight.

3. **Term/Time of Performance:** The term of this Agreement shall begin once it has been signed by both parties hereto and it shall end based on the period agreed to between the parties: date of signing through December 31, 2003.

4. **Compensation:** The City shall compensate the Subrecipient for all expenditures made in accordance with the schedule set forth in *ATTACHMENT II-Budget*, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this Agreement not to exceed Three Hundred Fifty Thousand Dollars (\$350,000.00). \$175,000.00 shall be approved and appropriated in FY 2001, the remaining portion of funding shall be subject to appropriation and approval in FY 2002. In no event are payments to be financed by funds other than the funds granted by the Federal Government for the CDBG program. In the event the City determines that it is necessary to amend the Budget, it may be done administratively by the City so long as the total amount of Attachment II is not exceeded.

5. **Method of Payment:** Subject to receipt of funds from the United States Treasury, the City agrees to pay the Subrecipient for authorized work and services for which vouchers and similar documentation to support payment are maintained by the Subrecipient under those generally accepted accounting principles and procedures approved by the City and outlined in OMB Circulars A-110 and A-122. Payment will be made in the following manner:

A. The City will make periodic payments to the Subrecipient when all of the following conditions have been met:

(1) Submission of a requisition for payment to the City from the Subrecipient specifying that the Subrecipient has performed the work under this Agreement in conformance with this Agreement, and that the Subrecipient is entitled to receive the amount requisitioned under the terms of the Agreement. The requisition for payment (City Form No. 37 - Claim Voucher/Invoice) shall indicate the disposition of the amount requisitioned by reference to the line item as detailed in the Budget, Attachment II. The claim voucher must be accompanied by the legible copies of documentation satisfactory to the City to substantiate the payment, including but not limited to payroll documents, time sheets indicating hours worked on this Agreement, bills and invoices; and copies of a check register demonstrating payment by the Subrecipient.

(2) Submission of reports as required pursuant to Section 14 of this Agreement.

B. In the event the Subrecipient fails to fulfill the terms and conditions of this Agreement, the City may withhold payment as an alternative to termination or cancellation of the Agreement. In such event the City will notify the Subrecipient of the reason for such action and of the conditions precedent to the resumption of payment.

C. Prior to the initial disbursement of funds:

- (1) There must be a finding by the City Finance Director or his designee that there has been established in accordance with good accounting practices a double entry or self-balancing accounting system including reporting, vouchering and invoicing systems, with adequate internal control.
- (2) The City shall have received legal evidence of the Contractor's incorporation, if applicable.

6. Disbursement:

A. **Permitted Variances from the Budget.** Funds may be disbursed only in accordance with the amounts contained in the attached budget except that the Subrecipient may incur obligations and make distributions up to ten percent (10%) in excess of any line item so long as the total costs do not result in spending more than the amount specified in the total project budget. Prior written approval must be obtained from the city for other expenditures not in accord with the budget to be eligible for reimbursement.

B. **Prompt Disbursement by Subrecipient.** If a requisition submitted to the City includes amounts for bills and costs due but not yet paid by the Subrecipient, then the Subrecipient must disburse payment for said bills and costs within three days of receipt of funds from the City.

C. **Limitations on Disbursements.**

- (1) Compensation for employees hired under this Agreement, including wages, salaries and supplemental benefits, shall not exceed that paid for similar work by regular employees of the city. In cases where kinds of personal services have no counterpart, compensation will be reviewed by the City and will be limited by the City to an amount not to exceed that paid for similar work in the labor market in which the Subrecipient competes for the kinds of personal services involved.
- (2) Funds disbursed by the City to the Subrecipient shall not be used to advance funds to any individual or organization.
- (3) Notwithstanding any provisions to the contrary in this Agreement or the budget appended hereto, it is specifically agreed that there shall be no payment for items designated as ineligible costs pursuant to Office of Management and Budget (OMB) Circular A-122 which is included as a part of *ATTACHMENT V – OMB Circulars*, attached hereto.
- (4) No costs allocatable to a period prior to this Agreement term, even if paid by the Subrecipient during this term, shall be allowable costs under this Agreement.
- (5) **Fidelity Bonding Requirements of the Subrecipient:** Prior to the disbursement of any funds to the Subrecipient, the Subrecipient shall provide the City with a statement from the Subrecipient's chief fiscal officer or its insurer assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity insurance in an amount not less than ten percent (10%) of the maximum compensation set forth in paragraph 5, above. If the bond is canceled or reduced, the subrecipient shall immediately notify the City. In that event, the City shall not make any further disbursements to the Subrecipient until the City is assured that coverage has been obtained.

7. **Hold Harmless:** The Subrecipient will protect and save the City harmless from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, financial or otherwise, arising from any and all acts of the Subrecipient, its agents, employees, licensees or invitees that result in injury to persons or damage to property; and from any obligations to reimburse HUD for disallowed costs paid to the Subrecipient by the City.
8. **Subrecipient Insurance:**
 - A. It shall be the responsibility of the Subrecipient to protect all life and property, and to protect the Subrecipient and all contractors, subcontractors, and the City from liability claims which may arise from the operations carried out in the performance of this Agreement. To that end, the Subrecipient shall carry public liability insurance in an amount to be determined by the City.
 - B. In addition to public liability insurance, the Subrecipient shall secure Worker's Compensation insurance as well as any other insurance which the Subrecipient and/or the City determines to be necessary. Insurance may not be changed unless the insured and the City are notified in writing no less than ten (10) days prior to such change. If any part of this Agreement is subcontracted, the Subrecipient is responsible for the part subcontracted being adequately covered by insurance specified herein.
 - C. Proof of coverage shall be provided to the City by one of the following:
 - (1) Policy or policies naming the Subrecipient, subcontractors, and the City as additional insureds.
 - (2) Certificate of Insurance executed by the insuring company or its authorized agent indicating that the Subrecipient and subcontractors have the specified coverage with the City as an additional insured under the policies.
9. **Program Income:** All income received from Block Grant funded activities shall be considered program income and subject to the requirements set forth in Section 570.504(c). This Agreement, at *ATTACHMENT II-BUDGET*, shall specify whether program income received is to be returned to the City or retained by the Subrecipient.
10. **Reversion of Assets:** Upon expiration of this Agreement, the Subrecipient shall transfer to the City any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also ensure that any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
 - A. Used to meet one of the National Objectives in Section 570.208 until 5 years after expiration of the Agreement, or such longer period of time as determined appropriate by the City; or
 - B. Is disposed of in a manner that results in the City's being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in paragraph 10.A. above.)
11. **Compliance with Regulations:** The Subrecipient will comply with the applicable uniform administrative requirements as described in Section 570.502, including those listed in *ATTACHMENT III-Certification and Other Regulations*, which are attached hereto and made a part hereof as if fully rewritten.
12. **Maintenance and Availability of Records:** In connection with the Agreement, the Subrecipient shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and

any evidence pertaining to costs incurred, as more fully described in *ATTACHMENT IV--Records to be Maintained*, which is attached hereto and made a part hereof as if fully rewritten.

- A. Such records shall be furnished and available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, or any authorized representative of the City.
- B. Such records shall be available at the Subrecipient's offices at all reasonable times during the contract period. If a claim, investigation, or litigation is pending after what is assumed to be final payment, that in effect cancels the final payment date. The retention period will not begin until final settlement of the claim, investigation, or litigation.

13. Suspension and Termination:

- A. The City may terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, and may recover any Block Grant funds at its discretion if Subrecipient:
 - (1) violates any provision of this Agreement; or
 - (2) Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
 - (3) Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of HUD has issued or shall subsequently issue during the period of this Agreement; or
 - (4) Fails to complete performance in a timely manner.
- B. The City may also terminate this Agreement and such additional supplemental Agreements hereafter executed, in whole or in part, by giving the Subrecipient 30 days written notice, in the event that the Secretary of HUD shall:
 - (1) Withdraw funds allocated to the City under its application for program activities that substantially prevent performance of the Community Development program in the City;
 - (2) Terminate the City's funding allocation pursuant to an Act of Congress; or
 - (3) Fail to approve a grant application filed by the City.

14. Information, Reports, and Audits:

- A. In such form as the City of Cincinnati may require, the Subrecipient shall collect, maintain, and furnish to the City of Cincinnati data, information, and reports as may be requested that pertain to the work or services undertaken by this Agreement, the costs and obligations incurred or to be incurred in connection therewith, financial or operational controls, and/or any other matters covered by this Agreement.
- B. *Record retention.* The Subrecipient shall retain all financial, administrative, and operational records for a period of three years after the expiration or termination of this Agreement.
- C. *Access/Right to inspect.* Upon request and at all reasonable times, the Subrecipient shall permit the City of Cincinnati or any designee or auditor to have access to and to inspect all such accounting, administrative, and operational books, records, and statements of the Subrecipient that relate or pertain to this Agreement or as necessary for the City to ensure that federal awards and funds are used for authorized purposes in

compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

- D. *Right to audit.* The City of Cincinnati shall have the right to audit or cause to be audited by an independent auditor the data, records, or statements of the Subrecipient at any reasonable time.
- E. *Submission of reports.* The Subrecipient shall timely submit to the City of Cincinnati such statistical, financial, administrative, or operational information or reports as may be required for compliance with programs and projects funded by the City of Cincinnati, Hamilton County, the State of Ohio, or any federal agency.
- F. *Sanctions.* The City of Cincinnati may impose sanctions when the Subrecipient fails to timely advise the City of the total amount of federal funding or to timely prepare or conduct, cause to be prepared or conducted, or submit the required audits, information, or reports. These sanctions include, but are not limited to:
- (1) refusal to renew or extend the present Agreement or execute a new Agreement with the Subrecipient
 - (2) total or partial suspension of funding by non-payment or partial payment of claim vouchers or by other means
 - (3) withholding or disallowing the payment or reimbursement of overhead or other costs
 - (4) termination of funding or of this Agreement
- G. *Audit requirements.* If the original source of funding for this Agreement is a federal program that is subject to the requirements of the federal Office of Management and Budget Circular A-133 (A-133), the Subrecipient shall comply with the requirements of A-133 if total federal award(s) of \$300,000 or more were or will be expended or reimbursed during the Subrecipient's fiscal year. Subrecipients subject to A-133 audit requirements shall timely submit to the City a copy of the data collection form, the reporting package, and any management letter(s) issued by its auditor.
- (1) If total federal award(s) of less than \$300,000 were or will be expended or reimbursed during the Subrecipient's fiscal year, the Subrecipient shall timely comply with the provisions of *ATTACHMENT VI – Minimum Audit Requirements*. The Subrecipient hereby certifies that the total amount of federal funding from all sources expected to be expended or reimbursed during the subject fiscal year is \$ _____ (+/- 3%). The Subrecipient is under a CONTINUING DUTY to advise the City in writing of any changes in this amount.
 - (2) *Federal award* means federal financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from ANY pass-through agency including other subrecipients. Determination of total federal awards is NOT limited to contracts with only the City of Cincinnati.
 - (3) *Federal financial assistance* means assistance that non-federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals through Medicare and Medicaid programs.

rules passed through the City Council.

- (a) CFDA title Community Development Block Grant Program
- (b) CFDA number 14.218
- (c) Award name _____
- (d) Award number, if applicable _____
- (e) Name of the federal agency HUD
- (f) When audits are conducted pursuant to A-133 or the attached Audit Requirements, as appropriate, audit costs are eligible to be paid from federal funds IF so budgeted. Costs of any audit or review required by the City of Cincinnati but NOT budgeted in this Agreement must be paid from other sources.

15. Identification of Project Activities:

- A. All buildings, offices and facilities used primarily for the purpose of fulfilling the obligations under this Agreement shall identify the City as a sponsor of the activity.
- B. All stationery, informational releases, pamphlets and brochures or other material designed primarily for use in connection with the activities under this Agreement shall identify the City as a sponsor of the activity.
- C. All publicity dealing with any aspect of the operation of this Agreement, including features in the local media, television, radio, and the press, shall identify the City as a sponsor of the activity.

16. Notices: Whenever under this Agreement, City notices, approvals, authorizations, waivers, instructions or determinations are required, they shall be effective only when given either (1) in writing and signed by the City or (2) by general issuances or regulations issued from time-to-time by the City's office of Budget and Evaluation.

17. Severability: In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not effect, in any manner, the legality of the remaining provisions and each provision of this Agreement will be and is deemed to be separate and severable from every other provision.

18. Attachments: The following attachments are hereby incorporated into and made a part of this Agreement:

- Attachment I - Statement of Work;
- Attachment II - Budget;
- Attachment III - Certification and Other Requirements – Rev 11/00;
- Attachment IV - Records to be Maintained - Rev 12/96;
- Attachment V - OMB Circulars – Rev 12/98;
- Attachment VI - Minimum Audit Requirements for Subrecipients

IN WITNESS WHEREOF, the Subrecipient has executed this Agreement on the 1st day of July 2001, the City has executed this Agreement on the _____ day of _____, 2001.

Recommended By:

City of Cincinnati

Margaret M. Moertl
Director Department of Neighborhood Services
Approved:

By: _____

Print Name: _____

Its: _____

Lois Logan
Community Development Administrator

Mill Creek Restoration Project

Kathi A. Ranford
Contract Compliance Officer

By:  _____

Print Name: Robin Corathers

Approved as to Form:

Its: Executive Director

Assistant City Solicitor

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SECTION I -- ACTIVITY DESCRIPTION

The description section should detail the activities to be carried out. It should define the who, what, where, and how of the activities. It should specifically describe and quantify the work or services to be provided as a result of the expenditure of CDBG funds. Where appropriate, it should specify how the project will ensure that the intended beneficiaries are served; i.e., units to be rehabilitated or inspected, names of streets to be paved, or number of low and moderate income (LMI) jobs to be created or retained with the name of the company.

Mill Creek Restoration Project (MCRP) is a private nonprofit 501(c)(3) with a proven track record. It's mission is to serve as a catalyst for developing sustainability in the Mill Creek watershed through community-based planning and empowerment, environmental education, and economically sound ecological restoration. MCRP believes that creating a greenway system within riverine-riparian corridors will be an effective restoration and conservation strategy. This approach, coupled with development of strong partnerships and broad public participation will help revitalize Cincinnati's hometown river and provide significant environmental, economic and quality of life benefits for the City and region.

Over the past four years, MCRP spearheaded a community-based planning process, working with over 150 neighborhood, business and civic groups, and engaging thousands of people in a wide range of activities, including planning workshops, briefings, and riparian corridor fieldwork. During a fifteen month period, MCRP worked intensively with the Mill Creek Watershed Council Greenway Committee and a team of consultants to craft the *Mill Creek Watershed Greenway Master Plan*, endorsed and adopted by the Watershed Council and MCRP and published in 1999. Today the greenway initiative enjoys widespread public support because of the deliberate community-based process MCRP used to develop the master plan.

In late 1998, as the planning process drew to a close, the Mill Creek Watershed Council asked MCRP to facilitate implementation of greenway projects throughout the watershed. MCRP's Board of Trustees and staff wrestled with the decision on whether or not to take on this enormous challenge, because there was no funding at that time to launch and sustain this ambitious effort. The MCRP board and staff concluded, however, that there was no other organization more committed to the environmental regeneration of Mill Creek *and* capable of crossing so many political boundaries than our own organization.

MCRP agreed to become a major cosponsor with the City of Cincinnati for four greenway projects within inner-city neighborhoods, where pollution and landscape degradation problems are the worst. Two other neighborhood city greenway projects have been identified, but are currently without funding. City agencies actively involved with Mill Creek greenways include Parks (city project administrator), Recreation, Office of Environmental Management, Department of Transportation, Planning, Economic Development, Metropolitan Sewer District, and Neighborhood Services.

Targeted neighborhoods for the greenway program have borne a disproportionate share of the landscape degradation, pollution and urban blight that characterizes much of Mill Creek today. They include: Lower Price Hill, South Fairmount, North Fairmount, Millvale, English Woods, South

Cumminsville, Northside, Winton Place, Carthage, and the Winton Hills neighborhoods of Silver Oak Estates, Winton Terrace, and Findlater Gardens. MCRP is committed to ensuring that these neighborhoods have ongoing opportunities to participate in the governance, implementation and stewardship of the Mill Creek greenway. In the next two years, MCRP plans to expand its paid on-the-job training program for inner-city residents and to work collaboratively with other job training programs to increase opportunities for trainees to develop marketable skills. Strategically, the greenway program can serve as a vehicle for achieving multiple economic, social and environmental objectives. Greenway development will improve water quality, aquatic and wildlife habitat, and overall riverine-riparian ecosystem health. Over time, it will physically change the face of the landscape, eliminating urban blight and making the landscape that thousands of City residents and visitors see on a daily basis a more beautiful and enjoyable experience.

It will provide "soft engineering" methods of stormwater management and flood damage reduction. It will provide new and renewed park, recreation, and alternative transportation opportunities. It will stimulate economic activity, increase property values, and significantly improve the quality of life in inner-city neighborhoods. And it will become an important component of the City's efforts to retain and attract new City residents.

SECTION II -- AREA OF SERVICES

The geographic area to be covered by the activity should be clearly defined before the project or activity is undertaken. For purposes of projects defined to benefit LMI persons, the number of persons expected to be assisted or the percentage of the target area should be identified; i.e., census block group.

For projects addressing slum and blighting conditions, the predetermined target area should be defined. The manner in which the activity will address one or more of the blighting conditions should also be defined.

Mill Creek is a polluted and degraded stream, designated in 1997 by American Rivers as "the most endangered urban river in North America" because of the creek's poor health and its multiple stressors and sources of pollution. This small river with big problems flows through the geographic heart of the City of Cincinnati and along economically depressed inner-city neighborhoods populated by people of color and of Appalachian descent. More than two-thirds of the City's neighborhoods (41) are partially or wholly located in the drainage basin. The Mill Creek watershed is 166 square miles in size and includes all or parts of thirty-seven political jurisdictions within Hamilton and Butler Counties.

The Mill Creek Greenway Program meets the City's Capital Investment guidelines and policies, including City Council's "Priority Goals and Strategic Planning Benchmarks" and the Capital Committee's "Project Selection Criteria." This appropriations request is consistent with City Council policy on Mill Creek, as embodied in the June 1995 "Mill Creek Watershed Intergovernmental Agreement," and the October 1, 1997 "City of Cincinnati Administrative Policy on the Environmental Restoration of the Mill Creek." In addition, the Mill Creek Greenway Program is implementing portions of the Cincinnati Park Board's 1992 *Cincinnati Parks and Greenways Plan* and the 1999 *Mill Creek Watershed Greenway Master Plan*.

SECTION III -- WORK SCHEDULE

The schedule plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for accomplishment of tasks or the delivery of the work or services. These projected milestones and deadlines are a basis for measuring actual progress during the term of the AGREEMENT. For instance, the schedule for a public service activity may specify delivery of a certain

2

number of staff hours per quarter or delivery of services to a certain number of persons per quarter.

The Mill Creek Capital Greenway Program will create innovative and sustainable greenway trails, parks and other amenities within the riparian corridors of Mill Creek and help to revitalize neighborhoods located in or near the river's floodplain over the two-year granting period. (See detailed work plans, below.) Work products and reports will be generated and shared upon completion, or once every six months, whichever comes first. The greenway program is targeting some of the City's lowest income Environmental Justice and historically underserved neighborhoods that are not included in the City's Empowerment Zone, and as these citizens participate in the community development process related to the greenway, their participation and personal information (name, volunteer capacity, address, etc. will be tracked and shared on the six-month schedule related to each greenway project.)

SECTION IV -- WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests for revisions to Section I through III may be deemed necessary by the Subrecipient, subject to prior written approval by the City.

FY 2001-2002 MCRP Work Plan

1) Caldwell-Seymour Greenway Trail

This project will physically connect three City parks together (Caldwell Nature Preserve, Caldwell Recreation Park, Seymour Nature Preserve) by creating a 1.5 mile multi-purpose greenway trail within the riparian corridor of Mill Creek and its Dan's Creek tributary. Ninety percent of the land needed for the twelve-foot wide paved hike and bike trail and greenway buffer is already in public ownership by the City and the Mill Creek Valley Conservancy District (MCVCD). This has allowed project development to proceed at a quicker pace than for other City pilot greenway sites.

Environmental Assessments

Complete Phase II Environmental Assessment and develop risk management strategy and safety and security plan for the greenway trail.

Planning and Analysis

- Complete ecological analysis and stream, wetland and riparian restoration plans for the project area. Complete detailed landscaping plans for the "Dan's Creek Spur," about four-tenths of a mile in length. This spur will connect Este Avenue to the southeast entrance of Seymour Preserve.
- Complete more detailed landscaping and buffer zone plans for the 1.5-mile trail for CDOT's submittal to ODOT and CPB's submittal to ODNR.

Engineering Design

Complete preliminary engineering documents for Dan's Creek Spur and soil bioengineering designs for streambank stabilization where needed along Mill Creek and Dan's Creek, in coordination with the City, Army Corps of Engineers (ACOE) and MCVCD.

Site Work: Restoration and Greenway Trail Development

- Continue removal of aggressive alien species and other needed site preparation.
- Assist City as needed with construction and management of the 1.5-mile greenway trail and landscaping.

- Create and install educational and directional signage. Assist City as needed with installation of greenway trail furnishings including fencing, benches, bike racks, and trash and recycling receptacles.
- Assist City as needed with trailhead improvements at Caldwell Nature Preserve, Caldwell Recreation Park, Seymour Park, and Este Avenue and with improving bark chip trails within Seymour Park.
- Remove trash and debris from Mill Creek channel and streambanks. This work will require heavy equipment from the City or other partners to lift large debris (concrete blocks, appliances, and car parts) from the channel and streambanks. Students and community volunteers will assist with smaller trash and debris removal. This work will occur under low flow conditions and when vegetation is dormant.

Project Management

- Manage MCRP consultant contracts and hire new risk management consultants.
- Organize the major river/streambank cleanup event and at least six fieldwork days with students, community volunteers, adult probationers, and on-the-job paid trainees.
- Convene at least four more C-S Steering Committee meetings to keep members informed of progress and to seek their continued involvement in the project. MCRP will also meet at least two more times with each of the local neighborhood councils. MCRP will work with CPB, CRC, consultants, City police and fire department staff and with neighborhood councils and the C-S Steering Committee to develop and implement the risk management strategy and safety and security plan.
- Raise the \$265,955 still needed for soil bioengineering and landscaping.
- Continue coordination and communication with all partners. Convene core project team (consultants and major partners) at least six times to ensure effective teamwork.

2) Queen City Center-Salway Park Greenway

This project will create a greenway trail and pocket park and restore stream and riparian ecological systems within a highly visible and heavily used forty-seven acre area of the City. The greenway trail will be located within the riparian corridor of Mill Creek, approximately between Mitchell Avenue and the southern end of Salway Park, where it may loop around the park. The land in the vicinity of the Canal Ridge Road dump will not be included in the project until the City and other parties resolve legal and environmental issues. Other publicly owned riparian areas inaccessible to the public will be reforested. The proposed pocket park (if the vacant property can be procured for the project) will be located between Kenard St. and Mill Creek near Clifton Avenue, roughly in front of the Queen City Centre Kroger.

Environmental Assessments

Complete Phase II Environmental Assessment and develop risk management strategy and a safety and security plan for the future greenway trail.

Planning and Analysis

Complete work on landscape and ecological analysis, finalize construction and landscape plans for the greenway trail alignment and pocket park, complete stream restoration plans, and oversee implementation of these projects beginning in FY 2003.

Engineering Design

Complete preliminary engineering documents for the trail and continue review of soil bioengineering installation in coordination with ACOE and MCVCD for streambank stabilization.

Site Work

- Continue removal of aggressive non-native species and provide other site preparation as needed.
- Assist City as needed with construction and management of the one-mile greenway trail, pocket park, restoration projects and landscaping.
- Create and install educational and directional signage. Assist City as needed with trailhead improvements and installation of greenway trail furnishings including fencing, benches, bike racks, and trash and recycling receptacles.
- Remove trash and debris from Mill Creek channel and streambanks. Some of this work will require heavy equipment from the City or other partners. Students and community volunteers will assist with smaller trash and debris removal on public land.
- Install aquatic habitat improvements within the Mill Creek channel and restore wetland systems.

Project Management

- Manage MCRP consultant contracts and hire new soil bioengineering and risk management consultants.
- Organize at least six fieldwork days with students, community volunteers, adult probationers, and on-the-job trainees.
- Convene at least four neighborhood/citizen Steering Committee meetings (including local residents, property owners, businesses, consultants, City staff and other partners) to keep everyone informed of progress and to seek their continued involvement in the project. MCRP will also meet at least two times with each of the local neighborhood councils.
- Work with CPB, CRC, OEM, consultants, City police and fire department staff and with neighborhood councils and the Steering Committee to develop and implement the risk management strategy and safety and security plan.
- Prepare City's TEA-21 grant application package to ODOT and NatureWorks application to ODNR (and other appropriate funding sources) for construction and landscaping of the Queen City Centre-Salway Park greenway trail.
- Continue coordination and communication with all partners. Convene core project team (consultants and major partners) at least eight times to ensure effective teamwork.

3) North Fairmount Greenway Research and Training Park

This multi-objective riparian habitat restoration project is located in North Fairmount on an old brownfields property, formerly occupied by the Buckeye Foundry. The North Fairmount Community Center owns the land and began cleanup and redevelopment of the seven-acre site in 1990, constructing a medical clinic, auto emissions testing facility (E-Check), and more recently, a small family-owned business. The Community Center asked MCRP to help restore the remaining portions of the site. The North Fairmount Community Center has agreed to make this restoration site available for scientific research and environmental education and fieldwork training. Within the next three to four years, this greenway park will become an important link in the South Mill Creek Greenway Trail.

Planning and Analysis

Complete ecological planning and analysis for the northern and southern ends of the property and develop a long-term management strategy for the entire project.

Site Work

- Complete site preparation for the two ends of the property, including regrading at the northern end where there is a steep and unstable slope. On the south end, MCRP will remove trash, tires, and other demolition and solid waste debris left at the site by a former service station. Rumpke Landfill has agreed to recycle the tires that are pulled out of the hillside and to properly dispose of railroad

ties and utility poles. Remove non-native plants and complete seeding and planting at both ends of the property.

- Continue landscaping and habitat restoration work on the middle half of the site.
- Create and install educational signage and greenway furnishings.

Project Management

- Manage consultant contracts.
- Organize at least six fieldwork days with students, community volunteers, adult probationers, and on-the-job trainees.
- Meet with North Fairmount Community Center Board and the North Fairmount Community Council to brief them on progress and solicit their continued support and involvement.
- Work with North Fairmount Community Center and Council and with City police and fire department staff to develop a safety and security plan for the greenway park.
- Integrate North Fairmount project into future plans for the South Mill Creek Greenway Trail, with focus on developing potential trailheads at the North Fairmount property.

4) South Mill Creek Greenway Trail

This ambitious and far-reaching project will create a 5.5-mile multi-purpose greenway trail within the riparian corridors of Mill Creek, from Salway Park to the Ohio River. MCRP believes creation of this greenway will help to stimulate the revitalization of a number of inner-city neighborhoods, including Winton Place, Northside, South Cumminsville, Millvale, North Fairmount, South Fairmount and Lower Price Hill. Historically, these neighborhoods have borne a disproportionate share of the pollution and urban blight associated with Mill Creek.

The riparian corridors of Mill Creek in this stretch of the river are seriously degraded and will need extensive environmental investigation, landscape and ecological analysis, site preparation, landscaping and restoration-related work. This can be accomplished in conjunction with development of the multi-purpose hike and bike trail, providing a new recreational facility as well as an alternative transportation system for City residents and visitors. This is one of the longer-term pilot greenway projects that will provide ample opportunities for inner-city residents to participate in on-the-job training, environmental education activities, and detailed planning, implementation and eventual stewardship of their hometown river.

Environmental Assessments

Complete Phase I and II Environmental Assessments on all properties needed for the trail and restoration effort. The cost of this investigation will be higher because of the scale of this project, the number of properties, and the industrial and commercial history of the area. MCRP will develop with neighborhoods and other partners a risk management strategy and a safety and security plan for the future South Mill Creek Greenway.

Planning and Analysis

Complete feasibility study and landscape and ecological analysis. Finalize construction and landscape plans for the greenway trail, complete stream and wetland restoration plans, and oversee implementation of these activities. In FY 2001, MCRP consultants will begin a feasibility study that will locate the best route for the trail, identify opportunities and constraints, and promote ecological improvements and neighborhood connections to the river and to other parts of the City.

Engineering Design

Complete in FY 2001 preliminary "Line, Grade and Typical Section" drawings for a City FY 2002 TEA-21 Transportation Enhancements application to ODOT. Complete soil bioengineering

assessments and designs, in coordination with ACOE and MCVCD for streambank stabilization work that is anticipated to occur in FY 2002 through 2004.

Site Work

- Remove aggressive non-native species and provide other site preparation as needed.
- Assist City as needed with construction and management of the greenway trail, restoration activities and extensive landscaping.
- Create and install educational and directional signage. Assist City as needed with trailhead improvements and installation of greenway trail furnishings including fencing, benches, bike racks, and trash and recycling receptacles.
- Remove trash and debris from Mill Creek channel and streambanks. Some of this work will require heavy equipment from the City or other partners. Students and community volunteers will assist with smaller trash and debris removal on public land.
- Install aquatic habitat structures within Mill Creek channel and restore functioning wetlands. Begin implementation of soil bioengineering to reduce and prevent streambank erosion and to improve habitat, in coordination with the ACOE and MCVCD.

Project Management

- Manage MCRP consultant contracts for the South Mill Creek project.
- Organize at least four fieldwork days with students, community volunteers, adult probationers, and OTJ trainees.
- Organize and convene at least four South Mill Creek Steering Committee meetings to actively engage interested citizens in the design, planning, implementation and longer-term stewardship of the project. Meet at least twice with each of the seven neighborhood councils and with any other groups that want to participate in the project.
- Work with CPB, CRC, OEM, consultants, City police and fire department staff and with neighborhood councils and the South Mill Creek Steering Committee to develop and implement the risk management strategy and safety and security plan.
- Assist with additional funding for trail construction and landscaping, including but not limited to applications on behalf of the City for TEA-21 and ODNR NatureWorks.
- Continue coordination and communication with all partners. Convene core project team (consultants and major partners) at least eight times to ensure effective teamwork.

SECTION V -- RECORDS AND REPORTS

In addition to maintaining records required by HUD set forth in ATTACHMENT IV, the City should specify the who, what, when, where, and how of Subrecipient responsibility for recordkeeping. This includes specifying responsibility for documenting activities with special requirements, such as necessary or appropriate determinations, income certifications, or written agreements with beneficiaries, where applicable. The City should clearly specify anticipated reports that must be submitted in order to assist them in meeting their requirements for recordkeeping and bookkeeping requirements as described in Sections 570.506 and 570.507 of the Community Development Block Grant regulations.

(Note: City must provide policy info. Have monthly format currently reporting to Parks with voucher requests for payment.)

ATTACHMENT II -- BUDGET

The budget should provide a detailed presentation of projected resources and expenses. The budget should permit periodic comparisons of the planned use of funds with actual expenditures, as shown in periodic performance reports submitted to the City. The budget should include:

-- Amounts by activity

See attached Budget Breakdowns by line item and Greenway Project

-- Disposition of Program Income

This section should detail what line items of the budget will be paid with Community Development Block Grant funds and whether those line items are to be charged to the City as "Direct" or "Indirect" costs. (See OMB Circular A-122.) If Indirect Costs are to be paid, an Indirect Cost Proposal will be required.

See attached long-term master budgets for each Greenway Site listed in Work Plan. All city funds indicated are for "direct" costs.

City CDBG Funds 2001 and 2002

rev. 4/30/01 Mill Creek Restoration Project

	Budget		Funds	Budget		Funds
	2001 CDBG	Billed	Remaining	2002 CDBG	Billed	Remaining
Environmental Assessment	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
Caldwell-Seymour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QCC-Salway	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -	\$ -	\$ -
North Fairmount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South Mill Creek	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ 15,000.00
Ecological Planning/Anal	\$ 83,250.00	\$ -	\$ 83,250.00	\$ 67,250.00	\$ -	\$ 67,250.00
Caldwell-Seymour	\$ 15,000.00	\$ -	\$ 15,000.00	\$ -	\$ -	\$ -
QCC-Salway	\$ 14,400.00	\$ -	\$ 14,400.00	\$ 10,000.00	\$ -	\$ 10,000.00
North Fairmount	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
South Mill Creek	\$ 48,850.00	\$ -	\$ 48,850.00	\$ 52,250.00	\$ -	\$ 52,250.00
Engineering design/const	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
Caldwell-Seymour	\$ 10,000.00	\$ -	\$ 10,000.00	\$ 15,000.00	\$ -	\$ 15,000.00
QCC-Salway	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00
North Fairmount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South Mill Creek	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -
Site Work	\$ 23,000.00	\$ -	\$ 23,000.00	\$ 21,500.00	\$ -	\$ 21,500.00
Caldwell-Seymour	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 5,000.00	\$ -	\$ 5,000.00
QCC-Salway	\$ 7,500.00	\$ -	\$ 7,500.00	\$ 7,500.00	\$ -	\$ 7,500.00
North Fairmount	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
South Mill Creek	\$ 4,000.00	\$ -	\$ 4,000.00	\$ 4,000.00	\$ -	\$ 4,000.00
Property/Easement Acquis	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
Caldwell-Seymour	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
QCC-Salway	\$ -	\$ -	\$ -	\$ 7,500.00	\$ -	\$ 7,500.00
North Fairmount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
South Mill Creek	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Project Management	\$ 43,750.00	\$ -	\$ 43,750.00	\$ 43,750.00	\$ -	\$ 43,750.00
Caldwell-Seymour	\$ 10,937.50	\$ -	\$ 10,937.50	\$ 10,937.50	\$ -	\$ 10,937.50
QCC-Salway	\$ 18,812.50	\$ -	\$ 18,812.50	\$ 10,937.50	\$ -	\$ 10,937.50
North Fairmount	\$ 3,062.50	\$ -	\$ 3,062.50	\$ 3,062.50	\$ -	\$ 3,062.50
South Mill Creek	\$ 10,937.50	\$ -	\$ 10,937.50	\$ 18,812.50	\$ -	\$ 18,812.50
Total	\$ 175,000.00	\$ -	\$ 175,000.00	\$ 175,000.00	\$ -	\$ 175,000.00

Caldwell overall

**Caldwell-Seymour
Multi-Year Budget**

rev. 4/30/01

REVENUE - Secured by MCRP

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004 TOTAL</u>
Resources						
1999 City Capital	\$ 66,937.00					\$ 66,937.00
2000 City Capital		\$ 59,871.00				\$ 59,871.00
USDA/NRCS	\$ 30,000.00					\$ 30,000.00
Rumpke SEP	\$ 20,000.00					\$ 20,000.00
Evergreen	\$ 5,000.00		\$ 20,000.00			\$ 25,000.00
1999/319 OH EPA		\$ 43,842.00	\$ 22,469.00			\$ 66,311.00
US EPA Grant		\$ 6,968.00				\$ 6,968.00
Kroger Company		\$ 250.00				\$ 250.00
GE Fund		\$ 9,258.00	\$ 10,742.00			\$ 20,000.00
MVCD (property acquire)			\$ 122,346.00			\$ 122,346.00
2000 TEA-21/TE			\$ 15,000.00	\$ 10,000.00	\$ 190,000.00	\$ 250,000.00
2000 TEA-21/RTP				\$ 60,000.00		\$ 75,000.00
Cotswold Foundation		\$ 4,000.00				\$ 4,000.00
2000 ODNR Natureworks+resubi			\$ 47,097.00	\$ 67,000.00		\$ 114,097.00
MCRP in-kind	\$ 6,216.00	\$ 12,840.00	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 49,056.00

Requested City Funds

2001 City CDBG			\$ 42,437.50			\$ 42,437.50
2002 City CDBG				\$ 30,937.50		\$ 30,937.50
<i>Add// requested cash/in-kind from city</i>						\$ -
2003 City Capital (estimated)				\$ 100,000.00		\$ 100,000.00
2004 City Capital (estimated)					\$ 62,500.00	\$ 62,500.00
Parks: staff & \$25,000 Seymour Fund	\$ 3,000.00	\$ 6,500.00	\$ 43,500.00	\$ 18,500.00		\$ 71,500.00
CDOT: in-kind & contingency		\$ 15,600.00	\$ 39,000.00	\$ 50,000.00	\$ 68,000.00	\$ 222,389.00
Total Resources Secured & Requested	\$ 131,153.00	\$ 159,129.00	\$ 372,591.50	\$ 246,437.50	\$ 363,000.00	\$ 1,439,600.00

EXPENSES

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004 TOTAL</u>
Caldwell-Seymour (1.5 miles)						
Environmental Assessments						
Phase I	\$ 10,672.00					\$ 10,672.00
Phase II		\$ 32,852.00				\$ 32,852.00
Risk Assessment/Management			\$ 20,000.00			\$ 20,000.00

Caldwell overall

	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004 TOTAL</u>
Planning-Analysis						
Landscape Architecture	\$ 17,605.00	\$ 21,834.00				\$ 39,439.00
City Funding (CDBG)		<u>15,000.00</u>				\$ 15,000.00
	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004 TOTAL</u>
Natural Resource/Ecological Assess.	\$ 29,146.00	\$ 10,166.00	\$ 14,400.00			\$ 53,712.00
Engineering Documents						
Prelim Line, Grade, Typ Section	\$ 5,147.75			\$ 50,000.00		\$ 5,147.75
Trail Design Docs (ODOT std)			\$ 25,000.00			\$ 75,000.00
Bioengineering Design/Analysis			\$ 4,000.00			\$ 8,000.00
City Funding (CDBG)			\$ 10,000.00	\$ 15,000.00		\$ 25,000.00
Property Acquisition						
Boundary Survey	\$ 10,000.00					\$ 10,000.00
Trail Alignment/Tree Survey		\$ 14,000.00				\$ 14,000.00
Purchase Expenses (incl. 2% legal costs)		\$ 123,946.00				\$ 123,946.00
Site Work(field supplies, equip, labor)	\$ 25,090.00	\$ 40,016.00		\$ 29,000.00	\$ 15,000.00	\$ 5,000.00
City Funding (CDBG)		\$ 6,500.00		\$ 5,000.00		\$ 11,500.00
Soil Bioengineering/Erosion Control				\$ 100,000.00	\$ 100,000.00	\$ 220,000.00
Remediation Contingency						\$ 50,000.00
Trail Construction+contingency				\$ 66,000.00	\$ 174,000.00	\$ 450,000.00
Trail Landscaping/Maintenance			\$ 1,904.76	\$ 60,000.00		\$ 124,904.76
Project Management @ 20%	\$ 33,437.00	\$ 40,225.00	\$ 38,823.45	\$ 72,462.50	\$ 77,000.00	\$ 263,547.95
City Funding (CDBG)		<u>10,937.50</u>	<u>10,937.50</u>	<u>10,937.50</u>		<u>32,812.50</u>
Expenses, Total	\$ 131,097.75	\$ 159,093.00	\$ 368,011.71	\$ 412,400.00	\$ 426,000.00	\$ 1,716,202.46
Revenue Less Expenses	\$ 55.25	\$ 36.00	\$ 4,579.79	\$ (165,962.50)	\$ (63,000.00)	\$ (276,602.46)
Cumulative Total	\$ 55.25	\$ 91.25	\$ 4,671.04	\$ (161,291.46)	\$ (224,291.46)	\$ (276,602.46)

Multi-Year Budget

REVENUE - Secured by MCRP

1999 City Capital	\$ 22,543.00					\$ 22,543.00
2000 City Capital	\$ 4,886.00	\$ 24,393.00				\$ 24,393.00
NFWF	\$ 5,000.00	\$ 5,114.00				\$ 10,000.00
Cincinnati Specialities SEP	\$ 380.00	\$ 1,955.00				\$ 5,000.00
US EPA Grants	\$ 25,265.00	\$ 17,330.00				\$ 2,335.00
1998 OEPA 319 Grant	\$ 100.00					\$ 42,595.00
Kroger	\$ 3,464.00	\$ 5,775.00				\$ 100.00
MCRP other funds	\$ 9,176.00	\$ 5,000.00				\$ 5,775.00
MCRP in-kind		\$ 5,000.00				\$ 22,640.00

Requested City Funds

2001 City CDBG	\$ 13,062.50					\$ 13,062.50
2002 City CDBG	\$ 18,062.50	\$ 13,062.50				\$ 13,062.50
Total Resources Secured and Requested	\$ 61,638.00	\$ 63,743.00	\$ 18,062.50	\$ 18,062.50	\$ -	\$ 161,506.00

EXPENSES

North Fairmount (.5 miles)

Environmental Assessments							
Phase II	\$ 2,460.00	\$ 3,000.00					\$ 5,460.00
Natural Resource/ Ecological Plan-Analysis	\$ 26,889.00	\$ 5,500.00					\$ 32,389.00
City Funding (CDBG)	\$ 21,064.00	\$ 39,071.00	\$ 5,000.00	\$ 5,000.00	\$ 4,170.00		\$ 10,000.00
Site Work(field supplies, equip, labor)	\$ 5,000.00	\$ 5,000.00					\$ 69,305.00
City Funding (CDBG)	\$ 17,000.00	\$ 10,397.00	\$ 62.50	\$ 62.50	\$ 834.00		\$ 10,000.00
Engineering Documents (part of S. Mill Creek trail)							\$ 28,356.00
Trail Construction (part of S. Mill Creek trail)							\$ 6,125.00
Landscaping (part of S. Mill Creek trail)							\$ 161,635.00
Project Management @20%	\$ 67,413.00	\$ 57,968.00	\$ 13,125.00	\$ 18,125.00	\$ 5,004.00		\$ -
City Funding (CDBG)	\$ 5,775.00	\$ 5,775.00	\$ 4,937.50	\$ (62.50)	\$ (5,004.00)		\$ (129.00)
Total	\$ (5,775.00)	\$ -	\$ 4,937.50	\$ 4,875.00	\$ (129.00)		\$ -
Revenue Less Expenses	\$ (5,775.00)	\$ -	\$ 4,937.50	\$ 4,875.00	\$ (129.00)		\$ -
Cumulative Total							

QCC overall

Queen City Centre rev. 4/30/01

Multi-Year Budget

	1999	2000	2001	2002	2003	2004 TOTAL
REVENUE - Secured by MCRP						
1999 City Capital	\$ 15,299.00					\$ 15,299.00
2000 City Capital	\$	\$ 68,107.00	\$ 10,000.00			\$ 78,107.00
US EPA Grant	\$ 32.00	\$ 12,120.00				\$ 12,152.00
Kroger Grant	\$ 3,000.00					\$ 3,000.00
MCRP other funds	\$ 14,694.00					\$ 14,694.00
MCRP in-kind	\$ 1,024.00	\$ 96.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 41,120.00

Requested City Funds

2001 City CDBG	\$	\$ 45,712.50				\$ 45,712.50
2002 City CDBG			\$ 40,937.50			\$ 40,937.50
<i>Add'l requested cash/in-kind from city</i>				\$ 75,000.00		\$ 75,000.00
2003 City Capital (estimated)					\$ 62,500.00	\$ 62,500.00
2004 City Capital (estimated)				\$ 2,500.00		\$ 2,500.00
Parks - in-kind	\$	\$ 2,500.00	\$ 2,500.00			\$ 7,500.00
Recreation??-in-kind	\$	\$ 2,500.00	\$ 2,500.00			\$ 5,000.00

Total Resources Secured and Requested

	\$ 34,049.00	\$ 80,323.00	\$ 70,712.50	\$ 55,937.50	\$ 87,500.00	\$ 401,022.00
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EXPENSES

Queen City Center/Salway Park (1 mile)

Environmental Assessments						
Phase I	\$ 5,756.00					\$ 5,756.00
Phase II		\$ 7,500.00	\$ 5,000.00			\$ 12,500.00
<i>City CDBG funds</i>			\$ 5,000.00			\$ 5,000.00
Risk Assessment/Analysis			\$ 20,000.00			\$ 20,000.00
Planning-Analysis						
Natural Resource/Ecological Assess	\$ 15,440.00	\$ 14,525.00				\$ 29,965.00
Landscape Architecture	\$	\$ 28,352.00				\$ 28,352.00
<i>City CDBG funds</i>			\$ 14,400.00	\$ 10,000.00		\$ 24,400.00
Engineering Documents						
Prelim Line, Grade, Typ Section	\$	\$ 5,000.00				\$ 5,000.00
Trail Design Docs (ODOT std)			\$ 13,200.00	\$ 33,000.00		\$ 46,200.00
Bioengineering Design/Analysis	\$	\$ 5,000.00				\$ 5,000.00
<i>City CDBG funds</i>			\$ 5,000.00			\$ 5,000.00

SMC-WHV overall

	<u>2000</u>	<u>2001</u>	<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005 TOTAL</u>
Trail Design Docs (ODOT std)			\$ 20,000.00	\$ 100,000.00		\$ 120,000.00
Bioengineering Design/Analysis			\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 75,000.00
Property Acquisition						
Boundary Survey			\$ 50,000.00			\$ 50,000.00
EXPENSES						
Trail Alignment/Tree Survey			\$ 75,000.00			\$ 75,000.00
Purchase Expenses (incl. 2% legal costs)			\$ 75,000.00	\$ 200,000.00	\$ 200,000.00	\$ 475,000.00
Site Work (field supplies, equip, labor)	\$ 1,105.00	\$ 16,000.00	\$ 16,000.00	\$ 50,000.00	\$ 50,000.00	\$ 163,105.00
<i>City CDBG Funds</i>		\$ 4,000.00	\$ 4,000.00			
Soil Bioengineering/Erosion Control					\$ 200,000.00	\$ 250,000.00
Remediation Contingency					\$ 250,000.00	\$ 500,000.00
Trail Construction					\$ 264,000.00	\$ 1,392,000.00
Trail Landscaping		\$ 7,619.04	\$ 100,000.00		\$ 140,000.00	\$ 247,619.04
Project Management@20%	\$ 8,040.00	\$ 18,569.70	\$ 23,885.90	\$ 153,397.60	\$ 230,196.80	\$ 362,796.00
<i>City CDBG Funds</i>		\$ 10,937.50	\$ 18,812.50			\$ 434,090.00
Total	\$ 9,145.00	\$ 204,307.20	\$ 371,817.44	\$ 928,397.60	\$ 1,389,196.80	\$ 2,184,796.00
Revenue Less Expenses	\$ -	\$ 1,533.30	\$ (236,754.94)	\$ (685,897.60)	\$ (1,077,196.80)	\$ (2,085,323.04)
Potential Funding Sources						
Ohio Bond Initiative*			\$ 100,000.00		\$ 200,000.00	\$ 300,000.00
Ohio State Budget, 2004-05					\$ 150,000.00	\$ 300,000.00
TEA-21 Funding					\$ 500,000.00	\$ 1,000,000.00
Recreational Trails Funding					\$ 75,000.00	\$ 75,000.00
2001 Ohio Humanities Council Grant			\$ 20,000.00			\$ 40,000.00
Empowerment Zone Project Participation??			\$ 50,000.00			\$ 100,000.00
Private Foundations			\$ 20,000.00	\$ 70,000.00	\$ 70,000.00	\$ 210,000.00
Challenge Grant			\$ 50,000.00		\$ 50,000.00	\$ 100,000.00
Business Campaign					\$ 20,000.00	\$ 70,000.00
Individual Campaign						\$ 10,000.00
Sub-Total, Other Funding	\$ -	\$ -	\$ 90,000.00	\$ 290,000.00	\$ 1,065,000.00	\$ 2,205,000.00
Summary, By Year	\$ -	\$ 1,533.30	\$ (146,754.94)	\$ (395,897.60)	\$ (12,196.80)	\$ (1,878,323.04)

ATTACHMENT III -- CERTIFICATION AND OTHER REGULATIONS

A. APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall comply with the requirements and standards of OMB Circular A-122, "Cost Principles for Nonprofit Organization," and with the following "Attachments" to OMB Circular A-110:

1. Attachment A, "Cash Depositories," except for paragraph 4 concerning deposit insurance.
2. Attachment B, "Bonding and Insurance."
3. Attachment C, "Retention and Custodial Requirements for Records," except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual Community Development Block Grant (CDBG) activities starts from the date of submission of the annual performance and evaluation report, as prescribed in Section 570.507, in which the specific activity is reported on for the final time.
4. Attachment F, "Standards for Financial Management Systems."
5. Attachment H, "Monitoring and Reporting Program Performance," paragraph 2.
6. Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property, and except that paragraphs 6 and 7 are modified so that:
 - a. In all cases in which personal property is sold, the proceeds shall be program income, and
 - b. Personal property not needed by the Subrecipient for CDBG activities shall be transferred to the City for the CDBG Program or shall be retained after compensating the City.
7. Attachment O, "Procurement Standards."

B. EQUAL OPPORTUNITY

1. **Federal Requirements** - The Subrecipient agrees to comply with:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services of benefits.

- b. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

- c. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under Federally assisted construction contractors.
- d. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:

- (1) The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by person residing in the area of the project.
- (2) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- (3) The Subrecipient and/or its contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The Subrecipient and/or its contractor will include said Section 3 clause to every subcontract for work in connection with the project

and will, at the direction of the applicant or City of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- (5) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project.

2. **Local Equal Employment Opportunity Program Regulations** - This agreement is subject to the provisions of the Equal Employment Opportunity Program of the City of Cincinnati contained in Chapter 325 of the Cincinnati Municipal Code. Section 325-9 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.

C. **SMALL BUSINESS ENTERPRISE PROGRAM**

This Agreement is subject to the provisions of the Small Business Enterprise Program contained in Chapter 323 of the Cincinnati Municipal Code. Section 323-99 of the Cincinnati Municipal Code is hereby incorporated by reference into this Agreement.

Details concerning this program can be obtained from the Office of Contract Compliance, Two Centennial Plaza, 805 Central Avenue, Suite 130, Cincinnati, Ohio 45202 (513) 352-3144.

The Contractor shall utilize best efforts to recruit and maximize the participation of all qualified segments of the business community in subcontracting work, including the utilization of small, minority and women business enterprises. This includes the use of practices such as assuring the inclusion of qualified Small Business Enterprises in bid solicitation and dividing large contracts into smaller contracts when economically feasible.

D. **INTEREST OF CERTAIN FEDERAL OFFICIALS**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

E. **CONFLICTS OF INTEREST**

1. **Subrecipient** - No member, officer, or employee of the Subrecipient or its designee or agents, no member of the governing body of the locality in which the program is situated, and other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for 1 year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

2. **City** - No officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, 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 Subrecipient or in the AGREEMENT; and the Subrecipient shall take appropriate steps to assure compliance.
3. **Contractor/Subcontractor** - The Subrecipient agrees that it will not contract or subcontract with any contractor or subcontractor in which it has any financial interest, direct or indirect. The Subrecipient further covenants that in the performance of the AGREEMENT no person having any conflict of interest shall be employed.

F. POLITICAL ACTIVITIES

1. **Federal Prohibitions** - The Subrecipient agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
2. **Local Prohibitions** - During the term of this contract, the Subrecipient agrees that officers and employees of the Subrecipient engaged in performing services under this Contract shall be subject to the political activity prohibitions provided for administrative employees by Article V, Section 4 of the Charter of the City of Cincinnati, as well as the prohibitions provided for classified employees by Section 124.57 of the Ohio Revised Code, which Charter and Code provisions read as follows:
 - a. Article V. Section 4 of the Charter of the City of Cincinnati: "No person in the administrative services shall directly or indirectly give, solicit or receive, or in any manner be concerned in giving, soliciting or receiving any assessment, subscription or contribution for any political party or for any candidate. Any violation of this Section shall operate to forfeit the office or position held by the person violating the same to forfeit the office or position held by the person violating the same and shall render any such person ineligible to any municipal office or position for a period of one year."
 - b. Section 124.57, Ohio Revised Code. Political Activity Prohibited. "No officer or employee in the classified service of the state, the several counties, cities, and city school districts thereof, and civil service townships, shall directly or indirectly, orally, or by letter, solicit or receive, or be in any manner concerned in soliciting any such assessment, contribution, or payment from any officer or employee in the classified service of the state and the several counties, cities, or city school districts thereof, or civil service townships; nor shall any officer or employee in the classified service of the state, the several counties, cities and city school districts thereof, be an officer in any political organization or take part in politics other than to vote as he pleases and to express freely his political opinion."

G. LABOR STANDARDS PROVISIONS

The Subrecipient agrees to comply with Section 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

H. COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The Subrecipient agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Police Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to activities set forth in *Attachment I -- Statement of Work*.

I. COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the City shall cause or require to be inserted in full in all contracts and sub- contracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements;

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contract to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph A through D of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act of Section 3098 of the Federal Water Pollution control Act.

J. HISTORIC PRESERVATION

This Agreement is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U.S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

K. PROPERTY DISPOSITION

Any property, real or personal, purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City.

L. LOBBYING

Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation in pending Federal, State, or local governments.

M. LEAD-BASED PAINT REGULATIONS

If there is any rehabilitation or construction work funded directly or indirectly, in whole or in part, by this agreement, said work shall be performed in compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 *et seq.*) and the Lead-Based Poisoning Regulations (24 C.F.R. Part 35) and all HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, as applicable. Said work shall also be performed in compliance with Chapter 3742 of the Ohio Revised Code, Chapter 3701-32 of the Ohio Administrative Code, and shall comply with OSHA's Lead in Construction Regulations and USEPA's and OEPA's hazardous waste rules. All lead hazard abatement work shall be supervised by a Ohio Licensed Lead Abatement Contractor/Supervisor.

ATTACHMENT IV -- RECORDS TO BE MAINTAINED

The City shall establish and maintain sufficient records to enable the Secretary of HUD to determine whether the City has met the requirements of this part. The Subrecipient shall cooperate in the maintenance of such records, and shall keep such records as directed to by the City. At a minimum, the following records are needed:

- A. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and the provision of Subpart C of the CDBG regulations (24 CFR Part 570) under which it is eligible.
- B. Records demonstrating that each activity undertaken meets one of the criteria set forth in Section 570.208. (Where information on income by family size is required, the City may substitute evidence establishing that the person assisted qualifies under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income (LMI) person" and "low- and moderate-income household" (as applicable) at Section 570.3; or the City may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with Section 570.3; or the City may substitute a notice that the assisted person is a referral from a state, county or local employment agency or other entity that agrees to refer individuals it determines to be LMI persons based on HUD's criteria and agrees to maintain documentation supporting these determinations.) Such records shall include the following information:
 1. For each activity determined to benefit LMI persons, the income limits applied and the point in time when the benefit was determined.
 2. For each activity determined to benefit LMI persons based on the area served by the activity:
 - a. The boundaries of the service area;
 - b. The income characteristics of families and unrelated individuals in the service area; and
 - c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in Section 570.208(a)(1)(ii);
 3. For each activity determined to benefit LMI persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominately of LMI persons:
 - a. Documentation establishing that the facility or service is designed for and used by senior citizens, handicapped persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to LMI persons; or

- b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominately by LMI persons; or
 - c. Data showing the size and annual income of the family or each person receiving the benefit.
4. For each activity determined to benefit LMI persons based on the creation of jobs, the City shall provide the documentation described in either paragraph B.5.a or B.5.b. of this section.
- a. Where the City chooses to document that at least 51 percent of the jobs will be available to LMI persons, documentation for each assisted business shall include:
 - (1) A copy of a written agreement containing:
 - (a) A commitment by the business that it will make at least 51 percent of the jobs available to LMI persons and will provide training for any of those jobs requiring special skills or education;
 - (b) A listing by job title of the permanent jobs to be created indicating which jobs will be available to LMI persons, which jobs require special skills or education, and which jobs are part-time, if any; and
 - (c) A description of actions to be taken by the City and business to ensure that LMI persons receive first consideration for those jobs; and
 - (2) A listing of job title of the permanent jobs filled, and which jobs of those were available to LMI persons, and a description of how first consideration was given to such persons for those jobs. The description shall include what hiring process was used; which LMI persons were interviewed for a particular job; and which LMI persons were hired.
 - b. Where the City chooses to document that at least 51 percent of the jobs will be held by LMI persons, documentation for each assisted business shall include:
 - (1) A copy of a written agreement containing:
 - (a) A commitment by the business that at least 51 percent of the jobs, on a full-time equivalent basis, will be held by LMI persons; and
 - (b) A listing by job title of the permanent jobs to be created, identifying which are part-time, if any;
 - (2) A listing by job title of the permanent jobs filled and which jobs were initially held by LMI persons; and
 - (3) For each such LMI person hired, the size and annual income of the person's family prior to the person being hired for the job.

5. For each activity determined to benefit LMI persons based on the retention of jobs:
 - a. Evidence that in the absence of CDBG assistance jobs would be lost;
 - b. For each business assisted, a listing by job title of permanent jobs retained, indicating which of those jobs are part-time and (where it is known) which are held by LMI persons at the time the CDBG assistance is provided. Where applicable, identification of any of the retained jobs (other than those known to be held by LMI persons) that are projected to become available to LMI persons through job turnover within 2 years of the time CDBG assistance is provided. Information upon which the job turnover projections were based shall also be included in the record;
 - c. For each retained job claimed to be held by an LMI person, information on the size and annual income of the person's family;
 - d. For jobs claimed to be available to LMI persons based on job turnover, a description covering the items required for "available to" jobs in paragraph 4.B. of this section; and
 - e. Where jobs were claimed to be available to LMI persons through turnover, a listing of each job which has turned over to date, indicating which of those jobs were either taken by, or available to, LMI persons. For jobs made available, a description of how first consideration was given to such persons for those jobs shall also be included in the record.

6. For each activity determined to aid in the prevention or elimination of slums or blight based on addressing one or more of the conditions that qualified an area as a slum or blighted area:
 - a. The boundaries of the area; and
 - b. A description of the conditions that qualified the area at the time of its designation in sufficient detail to demonstrate how the area met the criteria in Section 570.208(b)(1).

7. For each activity determined to meet a community development need having a particular urgency:
 - a. Documentation concerning the nature and degree of seriousness of the condition requiring assistance;
 - b. Evidence that the City certified that the CDBG activity was designed to address the urgent need;
 - c. Information on the timing of the development of the serious condition; and
 - d. Evidence confirming that other financial resources to alleviate the need were not available.

C. Records that demonstrate the City has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).

D. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in Sections 570.301(b) and 570.305 for Entitlement Communities.

E. Equal opportunity records containing:

1. Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefitted from, any program or activity funded in whole or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The City is not required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
2. Data on employment in each of the City's operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
3. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of City's affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
4. Documentation of the affirmative action measure the City has taken to overcome prior discrimination, where the courts or HUD have found that the City has previously discriminated against persons on the ground of race, color, national origin, or sex in administering a program or activity funded in whole or in part with CDBG funds.

F. Financial records, in accordance with the applicable requirements listed in Section 570.502.

I. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations and in *ATTACHMENT III -- Certification and Other Requirements*.

ATTACHMENT V -- OMB CIRCULARS

The following U.S. Office of Management and Budget circulars are attached hereto and incorporated in the Agreement:

Circular	Where in this Agreement Circular is Referenced
A-110 Schedule A	Attachment III, Paragraph A
Schedule B	" "
Schedule C	" "
Schedule F	" "
Schedule H	" "
Schedule N	" "
Schedule O	" "
A-122	Section 6 Section 7c(3) Attachment II -- Budget Attachment III, Paragraph A
A-133	Section 16

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
06/19/01

PRODUCER
Acordia
513-333-0909
1014 Vine Street, Suite 1100
Cincinnati, OH 45202-1195

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	Philadelphia Insurance Co
COMPANY B	
COMPANY C	
COMPANY D	

INSURED
Rivers Unlimited Mill Creek
Restoration Project
1776 Mentor Avenue, St. 426
Cincinnati OH 45212-3571

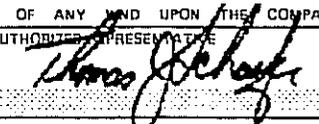
OVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	PHPG124285	11/12/00	11/12/01	GENERAL AGGREGATE \$ 3000000 PRODUCTS - COM/OP AGG \$ 3000000 PERSONAL & ADV INJURY \$ 1000000 EACH OCCURRENCE \$ 1000000 FIRE DAMAGE (Any one fire) \$ 5000 MED EXP (Any one person) \$ 5000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PHPG124285	11/12/00	11/12/01	COMBINED SINGLE LIMIT \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER \$ EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
A	OTHER BLANKET FIDELITY COVERAGE	PHPG124285	11/12/00	11/12/01	\$25,000 LIMIT

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES, SPECIAL ITEMS
 THE FOLLOWING IS AN ADDITIONAL INSURED: CITY OF CINCINNATI; AS RESPECTS WORK PERFORMED BY RVMCRP FOR THE MILL CREEK CITY GREENWAY DEVELOPMENT, ALSO KNOWN AS THE CITY OF CINCINNATI MILL CREEK GREENWAY PROGRAM

CERTIFICATE HOLDER
 CITY OF CINCINNATI, MILL CREEK
 GREENWAY PROJECT
 801 PLUM STREET
 CINCINNATI, OHIO 45202

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE


6-19-2001

PRODUCER
 E N Dornbusch Insurance Agency
 211 Grandview Drive #207
 Fort Mitchell KY 41017

INSURED
 St. Paul Properties LLC
 Human Nature Inc
 990 St Paul Place
 Cincinnati OH 45206

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Transportation Ins Co. (CNA)
 INSURER B: Transcontinental Ins Co (CNA)
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	1-77440501	2-22-99	2-22-2002	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC					PRODUCTS - COMP/PROP ASS \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	B 1077434715	3-23-2001	3-23-2002	COMBINED SINGLE LIMIT (EA accident) \$ 500,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLE/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

To Name MCRP and The City of Cincinnati as Additional Insureds as respects all work performed on MCRP's behalf for the Mill Creek City Greenways Development, also known as City of Cincinnati's Mill Creek Greenway Program

CERTIFICATE HOLDER
 MCRP
 1776 MENTOR AVENUE
 SUITE 426
 NORWOOD, OHIO 45212
 ATTN: ROBIN CORATHERS FAX(513)731-8404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Edward N. Dornbusch

CORD 25-5 (7/97)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
06/19/01

PRODUCER A A A CINCINNATI INS SERV INC 15 W CENTRAL PKY 3RD FLOOR CINCINNATI OH 45202-1095	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	COMPANIES AFFORDING COVERAGE
INSURED HABITATS-ASSESSMENT RESTORATN & MANAGEMENT: BARRY R DALTON P O BOX 265 SILVER GROVE KY 41085	COMPANY A GULF UNDERWRITERS INS CO
	COMPANY B
	COMPANY C
	COMPANY D

COVERAGES:
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	GU2835406	06/11/01	06/11/02	GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG: \$2,000,000 PERSONAL & ADV INJURY \$1,000,000 EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS: <input type="checkbox"/> OTHER E. EACH ACCIDENT \$ E. DISEASE-POLICY LIMIT \$ E. DISEASE-EA EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 MCRP & THE CITY OF CINCINNATI ARE INCLUDED AS ADDITIONAL INSURED AS RESPECTS ALL WORK PERFORMED ON MCRP'S BEHALF FOR THE MILL CREEK CITY GREENWAYS DEVELOPMENT AKA AS THE CITY OF CINCINNATI'S MILL CREEK GREENWAY PROGRAM

CERTIFICATE HOLDER MILL CREEK RESTORATION PROJECT ATTN: ROBIN CORATHERS FAX (513) 7318404	CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Karen Stephens SK A



City of Cincinnati

Council

SANDY SHERMAN, CLERK OF COUNCIL
JEANETTE STEWART, DEPUTY CLERK
JOHNNIE LILLARD, DEPUTY CLERK

MARILYN KAISER, CHIEF DEPUTY CLERK
BELINDA RUNYON, DEPUTY CLERK
MELISSA AUTRY, DEPUTY CLERK

November 18, 1998

MOTION

Mill Creek Restoration Greenways Program

We move that the Administration commit to funding the Mill Creek Restoration Project by allocating \$150,000 for FY 1999 and for FY 2000 in the Biennial Capital Budget in order to begin the first four year phase of a ten year Mill Creek Greenways Program within the Cincinnati portion of the Mill Creek watershed.

We further move that the City Manager or his designee convene appropriate dialogue with the Mill Creek Restoration Project and the Cincinnati Port Authority for the purpose of exploring assistance and contribution from the Port Authority for specific demonstration projects within the Mill Creek corridor.

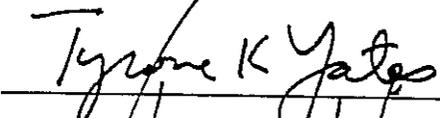
We further move that the City Manager provide a complete report which details the specifics necessary for reclamation, restoration, and clean up of Section 8 of the Mill Creek (that portion of the Mill Creek south of the Western Hills Viaduct to the Ohio River).

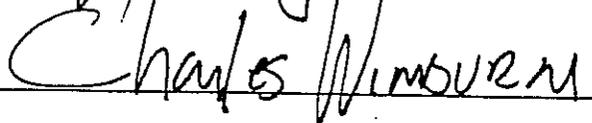


Todd Portune, Chair
Public Works and Utilities Committee



Roxanne Qualls, Mayor







STATEMENT

The Mill Creek flows through the geographic heart of the City of Cincinnati and is the center of the region's growth and economic development history. Forty-one neighborhoods, representing approximately 79% of the City's total land area, are located partially or wholly within the Mill Creek drainage basin. The City of Cincinnati has made a substantial investment in the Mill Creek to improve its environmental condition, impact on human and public health, and potential for economic development in Cincinnati. Since 1992, the City has worked to ensure the restoration of the Mill Creek is conducted in a manner that is beneficial to the environment, economy, and public health of Cincinnati. In addition, the City successfully lobbied the federal government for funding to assist the Army Corps of Engineers in completing its study of the Mill Creek Flood Control Project. The MCRPs proposed greenways program will reinforce and strengthen the city's investment.

On June 21, 1995, the City of Cincinnati, Hamilton County, and 15 other communities in the Mill Creek watershed signed an Intergovernmental Agreement to support and participate in the development of a restoration strategy for the Mill Creek to improve environmental quality, protect public health and welfare, and support the economic health of Hamilton and Butler Counties. The City's commitment to the environmental restoration of the Mill Creek requires that activities of City departments, commission, and agencies promote the goals of the Intergovernmental Agreement.

The Mill Creek Restoration Project (MCRP) is a nonprofit community-based organization that works in partnership with residents who live and work in the neighboring communities of the Mill Creek, and with many local, state and federal agencies to revitalize the river and its watershed. *The Mill Creek Watershed Greenway Master Plan* was developed by consensus by thousands of citizens who participated in planning workshops, volunteer field work sessions, and civic and business presentations and discussions. Greenways are linear corridors of open space that connect people and places together and provide multiple social, economical and environmental benefits. MCRPs greenways proposal is designed to initially develop six multiple phased greenway trails and park projects and is a multi-objective solution that will help revitalize the urban core of Cincinnati along the Mill Creek with the aid of local communities. Overall, the project will benefit the lives of all Cincinnati residents by developing safe trails and other recreational amenities, providing job training and employment opportunities, providing a natural stormwater and flood damage reduction system, bringing economic development to neighborhoods and communities, increasing property values and reducing the city's waste stream.

The timing and launching of MCRPs greenway projects coincide with the City's existing investments and other efforts to improve and enhance the Mill Creek. Presently, the Army Corps of Engineers is conducting a \$2.5 million reevaluation of its Flood Control project while providing information for the Phase I environmental assessment of the land. The City's

commitment in the local cost sharing to underwrite this project is approximately \$25,000 in a cash contribution with approximately \$225,000 of in-kind services. The Metropolitan Sewer District is working to continue reducing the number and frequency of combined sewer overflows in and along the Mill Creek and its tributaries. In addition, the City of Cincinnati Office of Environmental Management is conducting environmental investigations and remediation of City-owned and managed properties along the Mill Creek at a cost of nearly \$300,000. MCRPs greenway projects effectively implement part of the Cincinnati Park Board's landmark 1992 Cincinnati Parks and Greenways Plan and provides environmental, economic, social, and quality of life benefits for citizens that live in historically underserved neighborhoods located in and near the Mill Creek floodplain.

The current City of Cincinnati Capital Budget proposal does not reflect an appropriation for MCRPs proposed greenway program for the Fiscal Years 1999 and 2000. The City Managers recommended budget does include \$600,000 for these programs in the years 2001 through 2004. Funding for MCRPs greenways projects in 1999 and 2000 is critical to launch the needed greenway program within the City. MCRP will aggressively seek federal and State funding for future year engineering and construction costs but many of these funding programs require a lead time of one to two years and will not pay for critical up front costs. 1999 and 2000 city capital funding will ensure detailed planning with neighborhoods and property owners, Phase I and Phase II environmental assessments, property and easement acquisition, construction engineering documents, and project management to initiate paid on the job training programs.

MCRP is partnering with local organizations, State agencies, and private corporations to establish an endowment campaign that will ensure the City's capital investment is responsibly managed in future. The agency is committed to providing a cost match to help with the total funding of the project including \$217,250 during FY 1999 and \$918,461 during FY2000. MCRP deserves the city's full support and the city should continue its commitment to the restoration of the Mill Creek. The MCRP Greenways Project meets the City's Capital Investment Guidelines and policies, City Council's "Priority Goals and Strategic Planning Benchmarks", and the Capital Committee's Project Selection Criteria".

**OHIO
PUBLIC WORKS
FOR YOU**

COMMISSIONERS

Chair -
Steven E. Stivers

John L. Frola, Jr
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James F. Mears
William J. Schottenstein
James W. Sumner
Joseph B. Williams

DIRECTOR

W. Laurence Bicking

07/01/2002

Robin Croathers
Director
Mill Creek Restoration Project
1776 Mentor Avenue, Suite 426
Cincinnati, OH 45212

Subdivision Code : 199-01009

Dear Ms. Croathers,

Your request for financial assistance from the Ohio Public Works Commission has been approved for the project entitled **CALDWELL-SEYMOUR GREENWAY ECOLOGICAL RESTORATION PROGRAM** in the amount of \$ 577,500. This Grant has been assigned project number **CBAAA**. Please use this number when calling or writing our office.

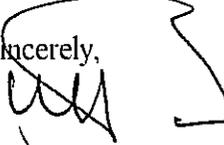
The enclosed Project Agreement defines **Mill Creek Restoration Project's** responsibilities in accepting this financial assistance. Please review it carefully to ensure that the project has been accurately described and defined throughout the agreement's appendices. If any errors are found, or if any information needs to be updated, please contact us immediately.

Please execute the Project Agreement by signing both copies. **You must return one fully executed copy to the Commission within forty-five (45) days**, and retain the other for your files. This project may not proceed with acquisition, construction or purchase of materials, **until you have completed the following**; 1) returned one executed copy of the agreement to OPWC, 2) prepared and sent to OPWC a "Request to Proceed" 3) received approval from OPWC on your "Request to Proceed"

The Project Manager and Chief Financial Officer named in the agreement will each receive a separate mailing that explains their respective duties regarding project implementation. The Project Manager has also received a reference copy of the enclosed Project Agreement for their records. All of our project management related documents for the Clean Ohio Program are located at our Web page at www.pwc.state.oh.us. Once there, click on the link titled "**Clean Ohio Program**".

If you have any questions about any aspect of the program, please do not hesitate to call your Program Representative, **Rob White**, at 614/752-9344.

Sincerely,


W. Laurence Bicking
Director

614-466-0880
www.pwc.state.oh.us