



City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, January 26, 2022

2:00 PM

Council Chambers, Room 300

REVISED

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MAYOR AFTAB

Cincinnati Retirement System Board of Trustees

1. [202200067](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Councilmember Jeff Cramerding to the Board of Trustees of the Cincinnati Retirement System for a term of four years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Male/White)

Recommendation CONFIRM

Sponsors: Mayor

Cincinnati-Hamilton County Community Action Agency Board of Trustees

2. [202200069](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Councilmember & President Pro Tem Victoria Parks to the Board of Cincinnati-Hamilton County Community Action Agency for a term of three years. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Female/AA)

Recommendation CONFIRM

Sponsors: Mayor

Downtown Cincinnati Improvement District Board

3. [202200068](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Councilmember Liz Keating to the Board of Downtown Cincinnati Improvement District for the duration of the 2022-2025 Services Plan as the Cincinnati City Council Representative. This appointment is submitted to City Council for its advice and consent pursuant to its rules. (Female/White)

Recommendation HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL

Sponsors: Mayor

Ohio-Kentucky-Indiana (OKI) Regional Council of Governments

4. [202200162](#) **APPOINTMENT**, submitted by Mayor Aftab Pureval, I hereby appoint Councilmember Mark Jeffreys to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) for a term of one year. This appointment is submitted to City Council for its advice & consent pursuant to its Rules. (Male/White)
- Recommendation** HOLD ONE WEEK PURSUANT TO THE RULES OF COUNCIL
- Sponsors:** Mayor
5. [202200163](#) **MOTION**, submitted by Mayor Aftab Pureval, **WE MOVE** that the City Administration engage in a collaborative review of city housing incentives & zoning policies with the express purpose of matching incentives with Mayor & Council priorities of increased housing development within the City of Cincinnati, specifically including mixed-income, workforce, and affordable housing developments. **WE FURTHER MOVE** that this review process should include stakeholder engagement sessions that are racially & economically diverse, including renters, homeowners, M/WBE developers, large developers, and tenant advocacy & assistance organizations, among others. Topics of review should include zoning reforms to remove barriers to new, high-quality housing and to pursue policies targeting our most lucrative tax incentives to mixed-income, workforce, and affordable developments.
- Recommendation** EQUITABLE GROWTH & HOUSING COMMITTEE
- Sponsors:** Mayor
6. [202200176](#) **STATEMENT, (DECLARATION OF EMERGENCY)**, submitted by Mayor Aftab Pureval and City Manager Paula Boggs Muething, Pursuant to Article III of the Cincinnati Charter, Article XVIII of the Administrative Code of the City of Cincinnati, I hereby declare a public emergency based on the unprecedented rise in new cases of COVID-19 among City employees in the past two weeks. The extremely rapid increase in positive cases, if it continues unchecked, has the potential to interfere with the City's ability to fully staff a range of public services. It is imperative that the City act promptly to address this threat and that we continue taking meaningful steps to prevent the endangerment of persons and property within Cincinnati that could result from widespread staffing shortages. By this declaration, I call upon the City Manager to require face masks to be worn at all City facilities for the next 30 days to prevent and slow the spread of COVID among City staff responsible for providing public services within Cincinnati. This declaration and related measures are based on the advice of leading medical professionals and the recommendation by the Center for Disease Control ("CDC") that, in areas of substantial or high transmission, all persons should wear masks in indoor public places to maximize protection and prevent possibly spreading COVID-19 to others. CDC guidance applies to both vaccinated and unvaccinated persons. The City's Health Commissioner similarly spread in the Cincinnati region. Requiring masking at City facilities will help to protect City staff, protect visitors to City facilities, and prevent the spread of Covid-19 among City employees working to maintain services during this surge in the pandemic. The City Manager is hereby called upon to "perform such duties and shall immediately proceed to take all action necessary to preserve and protect the public peace and the lives, persons and property within the City of Cincinnati that are endangered or potentially endangered by the factors constituting such public danger or emergency." (See Article XVIII of the Administrative Code.) The City Manager will promptly issue a masking rule for City facilities, which rule shall include

authorization for appropriate staff to take all steps necessary to implement and enforce this declaration at City facilities along with any exceptions that may be required in the public interest. This declaration is based upon the existence of a condition of public danger or emergency, as described herein, and shall continue to effect for 30 days unless prior withdrawn or superseded.

Recommendation FILE

Sponsors: Mayor and City Manager

MR. HARRIS

7. [202200178](#) **MOTION**, submitted by Councilmember Harris, **WE MOVE** that the Administration provide a report within thirty (30) days outlining the number, neighborhood geography and Adjusted Median Income (AMI) range for new housing units that have come online in the City of Cincinnati for at least the last five (5) years. The administration shall take into consideration a variety of data sources, considering but not limited to: Building & Inspections, CAGIS, Cincinnati Waterworks, and other feasible and accurate sources. (STATEMENT ATTACHED).

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: Harris

MR. LANDSMAN

8. [202200161](#) **MOTION**, submitted by Councilmember Landsman, Eager to pass comprehensive residential tax abatement reform, **WE HEREBY MOVE** that the Administration report to City Council with any updates regarding the study being conducted on the implementation of a tiered residential tax abatement program in the City of Cincinnati. Additionally, **WE MOVE** that the Administration begin to prepare legislative options and any necessary procedural planning so that upon receipt of the results of the study, the pertinent governing bodies and department of the City of Cincinnati are able to get going on enacting reform.

Recommendation EQUITABLE GROWTH & HOUSING COMMITTEE

Sponsors: Landsman

MR. LANDSMAN

MS. KEARNEY

9. [202200166](#) **MOTION**, submitted by Councilmember Landsman and Vice Mayor Kearney, **WE HEREBY MOVE** that during the month of February 2022, the City of Cincinnati raise a Pan-African flag in recognition of, celebration of, and solidarity with our Black residents - as has become a customary tradition during our observance of Black History Month. And, that in light of procedural time sensitivity, this motion be considered an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, making it effective immediately. (STATEMENT ATTACHED)

Recommendation HEALTHY NEIGHBORHOODS COMMITTEE

Sponsors: Landsman and Kearney

MS. OWENS

MR. JOHNSON

MR. JEFFREYS

MS. KEARNEY

MR. CRAMERDING

MR. HARRIS

MR. LANDSMAN

MS. PARKS

10. [202200175](#) **RESOLUTION**, submitted by Councilmembers Owens, Johnson, Jeffreys, Cramerding, Harris, Landsman, Parks and Vice Mayor Kearney, from Andrew W. Garth, City Solicitor, **EXPRESSING** the belief of the Mayor and City Council that gun violence is a public health crisis in the City of Cincinnati; and further **EXPRESSING** City Council's commitment to reducing the prevalence of gun violence in our City and protecting citizens from gun violence.

Recommendation CLIMATE, ENVIRONMENT & INFRASTRUCTURE COMMITTEE

Sponsors: Owens, Johnson, Jeffreys, Kearney, Cramerding, Harris, Landsman and Parks

CITY MANAGER

11. [202200072](#) **REPORT**, dated 1/26/2022, submitted by Paula Boggs Muething, City Manager, regarding Special Event Permit Application for BOCKFEST 2022.

Recommendation FILE

Sponsors: City Manager

12. [202200136](#) **ORDINANCE**, submitted by John P. Curp, Interim City Manager, on 1/26/2022, **ESTABLISHING** new capital improvement program project account no. 980x092x220923, "CAGIS Planimetric Updates," for the purpose of completing critical updates to the Cincinnati Area Geographic Information System ("CAGIS") such as acquiring Light Detection and Ranging data, completing a land contours update, aerial photography, and Geographic Information System ("GIS") layer updates; **ESTABLISHING** new capital improvement program project account no. 980x092x220924, "CAGIS Technology Migration," for the purpose of migrating the GIS, permitting, and server hardware technology platforms that enable management of complex GIS features & GIS projects online, and upgrading and development of shared components of the permitting system; **AUTHORIZING** the transfer and appropriation of \$285,000 from the unappropriated surplus of CAGIS Fund 449 to the newly established capital improvement program project account no. 980x092x220923, "CAGIS Planimetric Updates"; and **AUTHORIZING** the transfer and appropriation of \$805,000 from the

unappropriated surplus of CAGIS Fund 449 to capital improvement program project account no. 980x092x220924, "CAGIS Technology Migration."

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

13. [202200137](#) **ORDINANCE (EMERGENCY)** submitted John P. Curp, Interim City Manager, on 1/26/2022, **AUTHORIZING** the transfer and return to source, General Fund 050, the sum of \$25,000 from the Office of Environment and Sustainability's General Fund non-personnel operating budget account no. 050x104x7200 for the purpose of re-aligning sources with uses; and **AUTHORIZING** the transfer and appropriation of the sum of \$25,000 from the unappropriated surplus of the General Fund to existing capital improvement program project account no. 980x104x221005, "Wheeled Recycling Cart Replacement," for the purpose of providing additional resources for the purchase of new wheeled recycling carts needed to support the City's recycling program.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

14. [202200138](#) **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 1/26/2022, **AUTHORIZING** payments in the amounts of \$7,404.41 to OTR Holdings, Inc. for professional services completed for the Downtown Pedestrian Task Force project; \$8,220.37 to HDR, Inc. for design and consulting services performed for the streetcar system; and \$7,370.00 to Donnellon, Donnellon & Miller for legal mediation services regarding appropriation of property needed for the Western Hills Viaduct replacement project, as moral obligations for services provided to the City.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

15. [202200146](#) **ORDINANCE** submitted by John P. Curp, Interim City Manager, on 1/26/2022, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$106,470 from the State of Ohio, Office of Criminal Justice Services for the purpose of funding personnel costs and equipment for investigations conducted pursuant to Title III of the federal Omnibus Crime Control and Safe Streets Act of 1968; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22ODLE.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

16. [202200147](#) **ORDINANCE (EMERGENCY)** submitted by John P. Curp, Interim City Manager, on 1/26/2022, **AUTHORIZING** the City Manager to accept a donation of a canine valued at approximately \$30,000 from the Hamilton County Sheriff's Office to be used by the Cincinnati Police Department in the Fugitive Apprehension Unit.

Recommendation BUDGET AND FINANCE COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

17. [202200170](#) **REGISTRATION (TERMINATION)**, submitted by the Clerk of Council from Legislative Agent Lou Gentile, Lobbyist, Vorys Advisors, 52 East Gay Street, Columbus, Ohio 43215. (VISTRA)
- Recommendation** FILE
- Sponsors:** Clerk of Council
18. [202200171](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Tanner Yess, Co-Executive Director, Groundwork, 3696 Kendall Ave, Cincinnati, Ohio 45208. (GROUNDWORK)
- Recommendation** FILE
- Sponsors:** Clerk of Council
19. [202200172](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Katherine Ott Zehnder, Civil Engineer, 28 Liberty Ship Way, Suite 2815, Sausalito, California 94965.
- Recommendation** FILE
- Sponsors:** Clerk of Council
20. [202200173](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Holly Bowen Nagel Hankinson, Advocacy Director, Women's Fund of the Greater Cincinnati Foundation, 720 East Pete Rose Way, Suite 120, Cincinnati, Ohio 45202.
- Recommendation** FILE
- Sponsors:** Clerk of Council
21. [202200174](#) **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Ted Heckmann, Senior Director, Regulatory & Government Affairs, PO Box 2301 103-1080, Cincinnati, Ohio 45201. (CINCINNATI BELL)
- Recommendation** FILE
- Sponsors:** Clerk of Council

BUDGET AND FINANCE COMMITTEE

22. [202200057](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/12/2022, **AUTHORIZING** the establishment of capital improvement program project account no. 980x181x221801, "Interview Recording Equipment," for the purpose of providing resources for the licensing and installation of video equipment and software for electronic recording of interviews; **AUTHORIZING** the transfer and return to source of the sum of \$21,800 from the Citizen Complaint Authority non-personnel operating budget account no. 050x181x1000x7289 to the unappropriated surplus of the General Fund; and **AUTHORIZING** the transfer and appropriation of the sum of \$21,800 from the unappropriated surplus of the General Fund to the newly established capital improvement program project account no. 980x181x221801, "Interview Recording Equipment."

Recommendation PASS EMERGENCY**Sponsors:** City Manager

23. [202200085](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/20/2022, **MODIFYING** Section 401-96, "Leakages," of Chapter 401, "Water Works," of the Cincinnati Municipal Code to allow adjustments to water charges made in accordance with the Greater Cincinnati Water Works' Leak Adjustment Program as an exception to the prohibition against reducing water charges due to leaks.

Recommendation PASS**Sponsors:** City Manager

24. [202200086](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/20/2022, **AUTHORIZING** an appropriation reduction in the amount of \$5,410,414 from American Rescue Plan grant project account no. 469x101xARP052, "FY 2021 Restricted Funds Revenue Replacement," for the purpose of reducing the appropriation by the amount allocated as revenue replacement to Parking System Facilities Fund 102 and Convention Center Fund 103; **AUTHORIZING** an appropriation reduction in the amount of \$9,975,375 from American Rescue Plan grant project account no. 469x101xARP100, "Funding for Health Centers," for the purpose of reducing the appropriation to reflect these funds as revenue to Health Network Fund 446 based upon guidance promulgated by the Health Resources and Services Administration in the United States Department of Health and Human Services; and **AUTHORIZING** an appropriation reduction in the amount of \$6,874,938.50 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," for the purpose of realigning available resources with eligible health related and support program expenses based upon guidance promulgated by the United States Department of the Treasury.

Recommendation

PASS EMERGENCY

Sponsors: City Manager

25. [202200087](#) **ORDINANCE** submitted by Paula Boggs Muething, City Manager, on 1/20/2022, **AUTHORIZING** the City Manager to accept and deposit a donation in the amount of \$125,000 from the Cincinnati Park Board Commissioners' Fund into Fund No. 430, "Parks Private Endowment and Donations," for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade located at Madison Road and Markbreit Avenue ("Geier Esplanade"); **ESTABLISHING** new capital improvement program project account no. 980x203x222023, "Geier Esplanade Fence Replacement," for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade; and further **AUTHORIZING** the transfer and appropriation of \$125,000 from the unappropriated surplus of Fund No. 430, "Parks Private Endowment and Donations," to newly established capital improvement program project account no. 980x203x222023, "Geier Esplanade Fence Replacement."

Recommendation PASS

Sponsors: City Manager

26. [202200088](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/20/2022, **AUTHORIZING** the City Manager to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of purchasing horticultural supplies, executing maintenance contracts, providing staff reimbursements, acquiring Krohn Conservatory's gift shop inventory, and providing resources for other vital costs associated with running the City's parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

Recommendation PASS EMERGENCY

Sponsors: City Manager

27. [202200090](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/20/2022, **AUTHORIZING** the payment of \$6,249 from the Cincinnati Recreation Commission General Fund operating budget account no. 050x199x4940x7267x199Q876 as a moral obligation to National Background Check, LLC for services provided to the City related to the provision of a background check system.

Recommendation PASS EMERGENCY

Sponsors: City Manager

28. [202200093](#) **RESOLUTION (LEGISLATIVE) (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/20/2022, **DECLARING** the necessity of repairs to certain sidewalks, associated sidewalk spaces, curbs, and gutters in the Northside neighborhood and the necessity of assessing abutting properties to recover the cost of such repairs in accordance with Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Chapter 721.

Recommendation PASS EMERGENCY

Sponsors: City Manager

29. [202200113](#) **ORDINANCE (EMERGENCY)** submitted by Paula Boggs Muething, City Manager, on 1/20/2022 **AUTHORIZING** the City Manager to execute a Development Agreement with 7 West 7th Property LLC, pertaining to the development and construction of residential rental units on floors 8-21 of the building on property located at 7 W. 7th Street in the Central Business District of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such tax exemption.

Recommendation PASS EMERGENCY

Sponsors: City Manager

30. [202200120](#) **REPORT**, dated 1/20/2022, submitted by Paula Boggs Muething, City Manager, regarding Finance and Budget Monitoring Report for the Period Ending September 30, 2021

Recommendation APPROVE & FILE

Sponsors: City Manager

31. [202200122](#) **REPORT**, dated 1/20/2022, submitted by Paula Boggs Muething, City Manager, regarding Finance and Budget Monitoring Report for the Period Ending October 31, 2021.

Recommendation APPROVE & FILE

Sponsors: City Manager

EQUITABLE GROWTH & HOUSING COMMITTEE

32. [202200154](#) **RESOLUTION (B VERSION)**, submitted by Vice Mayor Kearney and Councilmember Parks, from Andrew W. Garth, City Solicitor, **EXPRESSING** the support of the Mayor and City Council for the City to collaborate with Hamilton County and other regional stakeholders to generate a comprehensive strategy for redevelopment of the Duke Energy Convention Center and surrounding properties into a true convention center district, including through the engagement of 3CDC for planning and management services related to such district.

Recommendation PASS

Sponsors: Kearney and Parks

SUPPLEMENTAL ITEMS

HEALTHY NEIGHBORHOODS COMMITTEE

33. [202200108](#) **MOTION**, submitted by Councilmembers Landsman, Owens, Parks and Vice Mayor Kearney, **WE MOVE** that the Administration conduct a report into the feasibility of implementing the following recommendations from the Urban League on improving civic and voter engagement. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation ADOPT

Sponsors: Landsman, Owens, Parks and Kearney

34. [202200145](#) **MOTION**, submitted by Vice Mayor Kearney, **WE MOVE** for the City's Department of Transportation and Engineering to execute a parking study to evaluate the parking needs for the Madison and Whetsel Business District. The parking study will be funded from the Madisonville District TIF in the amount of \$30,000. The study will be shared with the Madisonville Community Council and other community stakeholders to provide input on the parking needs of the Madison and Whetsel Business District in order to inform a final decision of parking needs for the business district. **WE FURTHER MOVE** that the parking study is completed by the end of February 2022. (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Kearney

ANNOUNCEMENTS

Adjournment



2022-00067

Mayor Aftab Pureval

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

January 2022

APPOINTMENT

I hereby appoint Councilmember Jeff Cramerding to the Board of Trustees of the Cincinnati Retirement System for a term of four years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.



Mayor Aftab Pureval



202200069

Mayor Aftab Pureval

January 2022

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

APPOINTMENT

I hereby appoint Councilmember & President Pro Tem Victoria Parks to the Board of Cincinnati-Hamilton County Community Action Agency for a term of three years. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

Mayor Aftab Pureval



202200049

Mayor Aftab Pureval

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

January 2022

APPOINTMENT

I hereby appoint Councilmember Liz Keating to the Board of Downtown Cincinnati Improvement District for the duration of the 2022-2025 Services Plan as the Cincinnati City Council Representative. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

A handwritten signature in blue ink, appearing to read "Aftab Pureval", written over a horizontal line.

Mayor Aftab Pureval



Mayor Aftab Pureval

January 2022

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

APPOINTMENT

I hereby appoint Councilmember Mark Jeffreys to the Ohio-Kentucky-Indiana Regional Council of Governments (OKI) for a term of one year. This appointment is submitted to City Council for its advice & consent pursuant to its Rules.

A handwritten signature in blue ink, appearing to read "Aftab Pureval", is written over a horizontal line. Below the line, the name "Mayor Aftab Pureval" is printed.

Mayor Aftab Pureval



Mayor Aftab Pureval

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

January 2022

MOTION

We MOVE that the City Administration engage in a collaborative review of city housing incentives & zoning policies with the express purpose of matching incentives with Mayoral & Council priorities of increased housing development within the City of Cincinnati, specifically including mixed-income, workforce, and affordable housing developments.

We FURTHER MOVE that this review process should include stakeholder engagement sessions that are racially & economically diverse, including renters, homeowners, M/WBE developers, large developers, and tenant advocacy & assistance organizations, among others.

Topics of review should include zoning reforms to remove barriers to new, high-quality housing and to pursue policies targeting our most lucrative tax incentives to mixed-income, workforce, and affordable developments.

Mayor Aftab Pureval



Mayor Aftab Pureval

January 2022

801 Plum Street, Suite 150
Cincinnati, Ohio 45202
Phone (513) 352-3250
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Email: aftab.pureval@cincinnati-oh.gov

Declaration of Emergency Imposing Mask Requirements at City Facilities

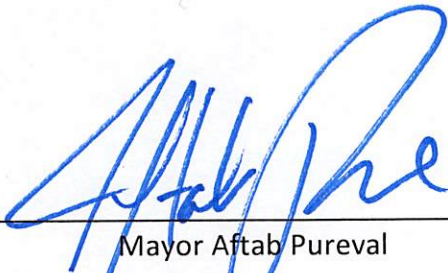
Pursuant to Article III of the Cincinnati Charter and Article XVIII of the Administrative Code of the City of Cincinnati, I hereby declare a public emergency based on the unprecedented rise in new cases of COVID-19 among City employees in the past two weeks. The extremely rapid increase in positive cases, if it continues unchecked, has the potential to interfere with the City's ability to fully staff a range of public services. It is imperative that the City act promptly to address this threat and that we continue taking meaningful steps to prevent the endangerment of persons and property within Cincinnati that could result from widespread staffing shortages. By this declaration, I call upon the City Manager to require face masks to be worn at all City facilities for the next 30 days to prevent and slow the spread of COVID among City staff responsible for providing public services within Cincinnati.

This declaration and related measures are based on the advice of leading medical professionals and the recommendation by the Center for Disease Control ("CDC") that, in areas of substantial or high transmission, all persons should wear masks in indoor public places to maximize protection and prevent possibly spreading COVID-19 to others. CDC guidance applies to both vaccinated and unvaccinated persons. The City's Health Commissioner similarly recommends masking in indoor public areas based on the extraordinarily high rate of community spread in the Cincinnati region. Requiring masking at City facilities will help to protect City staff, protect visitors to City facilities, and prevent the spread of COVID-19 among City employees working to maintain services during this surge in the pandemic.

The City Manager is hereby called upon to "perform such duties and shall immediately proceed to take all action necessary to preserve and protect the public peace and the lives,

persons and property within the City of Cincinnati that are endangered or potentially endangered by the factors constituting such public danger or emergency.” (See Article XVIII of the Administrative Code.) The City Manager will promptly issue a masking rule for City facilities, which rule shall include authorization for appropriate staff to take all steps necessary to implement and enforce this declaration at City facilities along with any exceptions that may be required in the public interest.

This declaration is based upon the existence of a condition of public danger or emergency, as described herein, and shall continue in effect for 30 days unless prior withdrawn or superseded.



Mayor Aftab Pureval



Paula Boggs Muething, City Manager

Dated: _____

Jan 12, 2022

City of Cincinnati



801 Plum Street, Suite 351
Cincinnati, Ohio 45202

Phone: (513) 352-5243
Email: reggie.harris@cincinnati-oh.gov
Web: www.Cincinnati-oh.gov

Reggie Harris
Councilmember

January 21, 2022

MOTION

WE MOVE that, the Administration provide a report within thirty (30) days outlining the number, neighborhood geography, and, Adjusted Median Income (AMI) range for new housing units that have come online in the City of Cincinnati for at least the last five (5) years. The administration shall take into consideration a variety of data sources, considering but not limited to: Building & Inspections, CAGIS, Cincinnati Waterworks, and other feasible and accurate sources.

Reggie Harris

STATEMENT

The statistical analysis of Cincinnati's Affordable Housing crisis has been oversimplified to the 40,000-unit gap (LISC, 2020) or 19,000-unit gap for extremely low income (HUD, 2021) of affordable housing in the city. The limited scope of this data does not include the work that is currently being done in the housing sphere or where it is occurring. If we continue to operate with incomplete information, we will continue to produce piecemeal policies.

In order to understand the current housing landscape, we ask that the administration continue their work to report the number, geography, and AMI ranges of new units that have been built in the last five years to gain a better picture where we are doing well and where there is room for improvement. The goal is a detailed enough understanding to be able to identify changes in housing types in the city on a neighborhood level to understand what types of units we need to incentivize to create mixed-income, affordable communities. This will inform Council's policy decisions to be data-driven and ensure they are in alignment with our values.



202200161

Greg Landsman
Councilmember

01/24/2022

MOTION

Residential Tax Abatement Reform

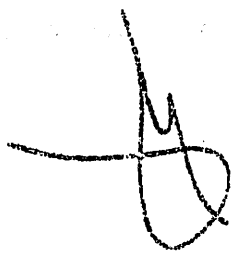
Eager to pass comprehensive residential tax abatement reform, we hereby move that the Administration report to City Council with any updates regarding the study being conducted¹ on the implementation of a tiered residential tax abatement program in the City of Cincinnati.

Additionally, we move that the Administration begin to prepare legislative options and any necessary procedural planning so that upon receipt of the results of the study, the pertinent governing bodies and departments of the City of Cincinnati are able to get going on enacting reform.

Councilmember Greg Landsman

¹ Study began in 2021 following a Request for Proposal (RFP), funded by Council (Ordinance #202001695).

12/10/2016

A handwritten signature in black ink, consisting of a vertical line that curves to the right and loops back down.



2022-00166

Greg Landsman
Councilmember

January 20, 2022

Black History Month & the Raising of the Pan-African Flag ('22)

MOTION

We hereby move that during the month of February 2022, the City of Cincinnati raise a Pan-African flag in recognition of, celebration of, and solidarity with our Black residents — as has become a customary tradition¹ during our observance of Black History Month.²

And, that in light of procedural time sensitivity, this motion be considered an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare, making it effective immediately.

STATEMENT

History of Black History Month: Carter G. Woodson, noted Black Scholar and historian, founded the Association for the Study of Negro Life and History in 1915, and initiated *Black History Week* on February 12, 1926 (so as to coincide with the birthdays of Frederick Douglass and Abraham Lincoln). In 1976, as part of the United States Bicentennial celebrations, the week was expanded to *Black History Month*, honoring the shared heritage of African-American citizens and aiding in the active conservation and preservation of African-American history and culture.

History of the Pan-African Flag: The Pan-African flag — also varyingly referred to as the Marcus Garvey, UNIA, Afro-American, or Black Liberation flag — was formally adopted in 1920 by the Universal Negro Improvement Association (UNIA) in then-leader Marcus Garvey's first official Declaration of the Rights of the Negro Peoples of the World. Inspired by other liberationist movement flags for oppressed ethnic minorities (in particular, the Flag of Ireland, which arose from the Irish struggle for independence), it was created to celebrate and honor Black Americans, all people of the African Diaspora; as one scholar put it, it represents "black freedom, simple."³

¹ It should be noted that the City's installation and maintenance of the Pan-African flag is the City's own expression, constitutes government speech, and does not signify the City's intent to create a free speech forum.

²

<https://cincinnati.oh.legistar.com/LegislationDetail.aspx?ID=4793494&GUID=D3B71BB7-9BF5-4C59-BADC-A53E6CE7295A&Options=ID%7CText%7CAttachments%7C&Search=pan-african>

³ <https://www.npr.org/sections/codeswitch/2017/06/14/532667081/on-flag-day-remembering-the-red-black-and-green>

City of Cincinnati



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Greg Landsman
Councilmember


Garvey believed that the flags' importance was not only in Black celebration and solidarity but in **public communities-at-large recognizing each facet of the flag in its symbolic and historical purpose**. He said, "Everybody immediately seeing that flag would recognize that this is a manifestation of black aspirations, black resistance to oppression." By raising this flag in Cincinnati for the second year in a row, in the spirit of our yearly observance of Black History Month, we intend for its symbolic meaning to extend into our lives beyond the flag, further instilling in us all a deep and sincere commitment to racial justice.

Symbolic Meaning of the Pan-African Flag

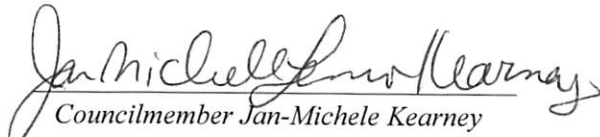
THE RED represents blood. Both the shared blood of Black African ancestry and the solemn commemoration of the blood shed by Africans who fought for liberation;

THE BLACK represents Black people, whose existence as a nation, though not a nation-state, is further affirmed by the existence of the flag; and

THE GREEN represents the abundant natural wealth, growth, and natural fertility of Africa.



Councilmember Greg Landsman



Councilmember Jan-Michele Kearney

Date: January 24, 2022

To: Councilmembers Meeka D. Owens, Scotty Johnson, Mark Jeffreys,
Jan-Michele Lemon Kearney, Jeff Cramerding, Reggie Harris,
Greg Landsman, Victoria Parks

From: Andrew W. Garth, City Solicitor *AWG*

Subject: **Resolution – Gun Violence**

Transmitted herewith is a resolution captioned as follows:

EXPRESSING the belief of the Mayor and City Council that gun violence is a public health crisis in the City of Cincinnati; and further **EXPRESSING** City Council's commitment to reducing the prevalence of gun violence in our City and protecting citizens from gun violence.

AWG/CMZ(lnk)
Attachment
356567

AWB

RESOLUTION NO. _____ - 2022

EXPRESSING the belief of the Mayor and City Council that gun violence is a public health crisis in the City of Cincinnati; and further **EXPRESSING** City Council's commitment to reducing the prevalence of gun violence in our City and protecting citizens from gun violence.

WHEREAS, gun violence is a significant problem in the United States that affects people in all stages of life, from infants to the elderly, and is linked to many chronic diseases, obesity, substance abuse, and other physical, reproductive, and mental health consequences; and

WHEREAS, the Mayor has proclaimed February 1 to February 7, 2022 as National Gun Violence Survivors Week in the City of Cincinnati; and

WHEREAS, as a longtime advocate for violence prevention policies, the American Public Health Association recognizes a comprehensive public health approach to addressing this growing crisis is necessary; and

WHEREAS, gun violence is a leading cause of premature death in the United States and is the cause of over 38,000 deaths and nearly 85,000 injuries each year; and

WHEREAS, as reported by the Centers for Disease Control and Prevention ("CDC"), nationwide more than 44,800 people were killed by gun violence in 2021; and

WHEREAS, violence also affects youth in the United States with homicide as one of the leading causes of death among persons 15 to 24 years old, according to the CDC; and

WHEREAS, in 2020 over 2,200 children in the United States were fatally shot, the highest total in over two decades; and

WHEREAS, more than 1,578 people in Ohio died by gun violence in 2019, an average of more than 4 people every day, and the state was twenty-second in death rate compared to other states across the nation; and

WHEREAS, every year in Ohio, 13.3 people die in gun-related incidents per 100,000 people in the community, according to the CDC; and

WHEREAS, in Cincinnati, Ohio, there were 413 victims of gun violence in 2021, and 81 of those shot were killed; and

WHEREAS, gun violence affects people of all ages and races in the United States, but has a disproportionate impact on Black young adults and males; and

WHEREAS, Black Americans represent the majority of gun homicide victims, with Black Americans ten times more likely to die by gun homicide; and

WHEREAS, 88.6 percent of the reported firearm victims in Cincinnati in 2021 were Black people; and

WHEREAS, nationwide, young Black males aged 15 to 34 account for 2 percent of the population but 37 percent of all gun homicide fatalities, a rate 20 times higher than white males of the same age group; and

WHEREAS, the CDC has found that although there are a significant number of violent deaths per year in the United States, there are many more individuals who survive violence and are left with permanent physical and emotional scars, and that this violence erodes communities by reducing productivity, decreasing property values, and disrupting social services; and

WHEREAS, those exposed to gun violence are more likely to engage in future gun violence behaviors, and firearm violence is highly correlated with behavioral health conditions, including drug and alcohol abuse and mental illness; and

WHEREAS, exposure to youth violence can lead to a wide array of negative health behaviors and outcomes, including alcohol use, drug use, and suicide, and depression, anxiety, and other psychological problems can result from exposure to violence; and

WHEREAS these findings demonstrate the prevalence of violence and the detrimental effects that violence has on the citizens of this nation, state, and city; and

WHEREAS, it is the belief of the Mayor and City Council that the issue of gun violence in Cincinnati is rooted in racial and health inequities and injustices experienced for generations by people of color; and

WHEREAS, communities across the country require multidisciplinary solutions that address the root causes of violence, and protecting public safety in the communities we serve is one of City Council's highest responsibilities; and

WHEREAS, the Mayor and City Council recognizes the need to provide positive and safe environments for children through community programs as well as mental health services; and

WHEREAS, gun violence prevention is more important than ever as the COVID-19 pandemic continues to exacerbate gun violence after more than a year of increased gun sales, increasing calls to suicide and domestic violence hotlines, and an increase in gun violence in America; and

WHEREAS, it is in the best interests of the residents of Cincinnati that the Mayor and City Council support the existing collaborations to establish an evidence-based public health response to address the underlying social, economic, and systemic factors that promote gun violence; now, therefore,

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

Section 1. That the Mayor and City Council declare that gun violence is a public health crisis affecting our entire City.

Section 2. That the Mayor and City Council seek to promote the reduction of gun violence through all legislative polices enacted by City Council; are committed to addressing and reducing gun violence and how it affects the delivery of human and social services, economic development, youth development and public safety; and will work to solidify alliances and partnerships with external partners that address gun violence and will encourage other local, state, regional, and national entities to recognize gun violence as a public health crisis.

Section 3. That the Mayor and City Council express their commitment to honestly and directly addressing minority health inequities, including implementing a systematic, data-driven focus on economic instability, education, social and community environment, neighborhood infrastructure, and other factors that impact the social determinants of health affecting gun violence in many areas, including but not limited to crime, health behaviors, socioeconomic status, childhood trauma, mental health, physical health, environmental exposure, and public safety.

Section 4. That the Mayor and City Council express their intention to expand and strengthen City policies that promote community engagement; to provide tools for City systems to engage actively and authentically with the community to address gun violence; to support continuing work to build alliances with organizations that have a legacy and track record of addressing gun violence; and to engage community partners and stakeholders in the education, employment, and criminal justice and safety areas to recognize racism as a public health crisis.

Section 5. That the Mayor and City Council will establish working relationships with other local municipalities, community partners, and community members to establish an evidence-based

public health response to address the underlying social, economic, and systemic factors that promote gun violence.

Section 6. That this resolution be spread upon the minutes of Council and that the office of Councilmember Meeka D. Owens will transmit copies of this resolution to the Ohio House of Representatives, the Ohio State Senate, and Ohio Governor Mike DeWine.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

Submitted by Councilmembers Meeka D. Owens, Scotty Johnson, Mark Jeffreys, Jan-Michele Lemon Kearney, Jeff Cramerding, Reggie Harris, Greg Landsman, Victoria Parks

January 26, 2022

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager

202200136

Subject: Ordinance – CAGIS: CAGIS Fund 449 Capital Projects

Attached is an Ordinance captioned:

ESTABLISHING new capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates,” for the purpose of completing critical updates to the Cincinnati Area Geographic Information System (“CAGIS”) such as acquiring Light Detection and Ranging data, completing a land contours update, aerial photography, and Geographic Information System (“GIS”) layer updates; **ESTABLISHING** new capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration,” for the purpose of migrating the GIS, permitting, and server hardware technology platforms that enable management of complex GIS features & GIS projects online, and upgrading and development of shared components of the permitting system; **AUTHORIZING** the transfer and appropriation of \$285,000 from the unappropriated surplus of CAGIS Fund 449 to the newly established capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates”; and **AUTHORIZING** the transfer and appropriation of \$805,000 from the unappropriated surplus of CAGIS Fund 449 to capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration.”

This Ordinance establishes a new capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates,” for the purpose of completing critical updates to the Cincinnati Area Geographic Information System (“CAGIS”) such as acquiring LiDAR (Light Detection and Ranging) data, completion of a land contours update, aerial photography, and Geographic Information System (“GIS”) layer updates. The Ordinance further authorizes the transfer and appropriation of the sum of \$285,000 from the unappropriated surplus of CAGIS Fund 449 to newly established capital improvement program project account no. 980x981x220923, “CAGIS Planimetric Updates.” This Ordinance also establishes new capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration,” for the purpose of migrating the GIS, permitting, and server hardware technology platforms that enable management of complex GIS features and GIS projects online, and upgrading and development of shared components of the permitting system. The Ordinance also authorizes the transfer and appropriation of the sum of \$805,000 from the unappropriated surplus of CAGIS Fund 449 to capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration.”

The Cincinnati Area Geographic Information System “CAGIS” Fund has realized a total personnel savings of \$1,090,073 due to an unusual number of staff vacancies. The newly created “CAGIS Technology Migration” capital improvement program project account will utilize the majority of these resources for the purpose of migrating the GIS, permitting, and server hardware technology platforms that enable management of complex GIS features and GIS projects online, and upgrading and developing shared components of the permitting system. The remaining balance of these resources will be utilized by the “CAGIS Planimetric Updates” capital improvement program project account to complete critical updates to the Cincinnati Area Geographic Information System (“CAGIS”).

Acquisition of technology to support updates to CAGIS will assist consortium members in reaching their goals and is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community” as described on page 209 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

ESTABLISHING new capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates,” for the purpose of completing critical updates to the Cincinnati Area Geographic Information System (“CAGIS”) such as acquiring Light Detection and Ranging data, completing a land contours update, aerial photography, and Geographic Information System (“GIS”) layer updates; **ESTABLISHING** new capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration,” for the purpose of migrating the GIS, permitting, and server hardware technology platforms that enable management of complex GIS features and GIS projects online, and upgrading and development of shared components of the permitting system; **AUTHORIZING** the transfer and appropriation of \$285,000 from the unappropriated surplus of CAGIS Fund 449 to the newly established capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates”; and **AUTHORIZING** the transfer and appropriation of \$805,000 from the unappropriated surplus of CAGIS Fund 449 to capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration.”

WHEREAS, due to an unusual number of staff vacancies beginning in FY 2019, CAGIS Fund 449 realized a total of \$1,090,073 in personnel savings; and

WHEREAS, the Cincinnati Area Geographic Information System (“CAGIS”) seeks to appropriate \$1,090,000 from the unappropriated fund surplus to capital improvement program project accounts for various purposes to advance the mission of the CAGIS program, including but not limited to, completing critical updates to the CAGIS system, acquiring Light Detection and Ranging data, completing a land contours update, complete aerial photography and Geographic Information System (“GIS”) layer updates, migrating the GIS, permitting, and server hardware technology platforms to enable management of complex GIS features and GIS projects online, and upgrading and developing shared components of the permitting system; and

WHEREAS, acquisition of technology to support updates to CAGIS will assist consortium members in reaching their goals and is in accordance with the “Collaborate” goal to “[w]ork in synergy with the Cincinnati community,” as described on page 209 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That Council hereby authorizes the establishment of new capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates,” for the purpose of completing critical updates to the Cincinnati Area Geographic Information System (“CAGIS”)

such as acquiring Light Detection and Ranging data, completing a land contours update, aerial photography, and Geographic Information System (“GIS”) layer updates.

Section 2. That Council hereby authorizes the establishment of new capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration,” for the purpose of migrating the GIS, permitting, and server hardware technology platforms that enable management of complex GIS features and GIS projects online, and upgrading and developing shared components of the permitting system.

Section 3. That Council hereby authorizes the transfer and appropriation of \$285,000 from the unappropriated surplus of CAGIS Fund 449 to the newly established capital improvement program project account no. 980x092x220923, “CAGIS Planimetric Updates.”

Section 4. That Council hereby authorizes the transfer and appropriation of \$805,000 from the unappropriated surplus of CAGIS Fund 449 to capital improvement program project account no. 980x092x220924, “CAGIS Technology Migration.”

Section 5. That the proper City officials are hereby authorized to do all things necessary and proper to carry out the terms of Sections 1 through 4 hereof.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 26, 2022

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager **202200137**

Subject: **Emergency Ordinance – OES: Transfer to Wheeled Recycling Cart Replacement Capital Project**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the transfer and return to source, General Fund 050, the sum of \$25,000 from the Office of Environment and Sustainability’s General Fund non-personnel operating budget account no. 050x104x7200 for the purpose of re-aligning sources with uses; and **AUTHORIZING** the transfer and appropriation of the sum of \$25,000 from the unappropriated surplus of the General Fund to existing capital improvement program project account no. 980x104x221005, “Wheeled Recycling Cart Replacement,” for the purpose of providing additional resources for the purchase of new wheeled recycling carts needed to support the City’s recycling program.

This Emergency Ordinance authorizes the transfer and return to source, General Fund 050, the sum of \$25,000 from the Office of Environment and Sustainability’s (OES) General Fund non-personnel operating budget account no. 050x104x7200 for the purpose of re-aligning sources with uses. This Emergency Ordinance also authorizes the transfer and appropriation of the sum of \$25,000 from the unappropriated surplus of the General Fund to existing capital project account no. 980x104x221005, “Wheeled Recycling Cart Replacement,” for the purpose of providing additional resources for the purchase of new wheeled recycling carts needed to support the City’s recycling program.

The Approved FY 2022 Capital Budget included \$25,000 for the “Wheeled Recycling Cart Replacement” project. OES has expended the FY 2022 appropriation for this capital project and requires additional resources, which can be reallocated from the OES non-personnel operating budget.

Providing resources for the “Wheeled Recycling Cart Replacement” capital project is in accordance with the “Sustain” goal to “become a healthier Cincinnati” and strategy to “create a healthy environment and reduce energy consumption,” as described on pages 181 – 186 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to provide additional resources for the purchase of new wheeled recycling carts necessary to support the City’s recycling program.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CFG

- 2022

AUTHORIZING the transfer and return to source, General Fund 050, the sum of \$25,000 from the Office of Environment and Sustainability’s General Fund non-personnel operating budget account no. 050x104x7200 for the purpose of realigning sources with uses; and **AUTHORIZING** the transfer and appropriation of the sum of \$25,000 from the unappropriated surplus of the General Fund to existing capital improvement program project account no. 980x104x221005, “Wheeled Recycling Cart Replacement,” for the purpose of providing additional resources for the purchase of new wheeled recycling carts needed to support the City’s recycling program.

WHEREAS, the Approved FY 2022 Capital Budget included \$25,000 for capital improvement program project account no. 980x104x221005, “Wheeled Recycling Cart Replacement,” for the purpose of providing additional resources for the replacement of wheeled recycling carts for those City residents who no longer have a cart; and

WHEREAS, the Office of Environment and Sustainability has expended the FY 2022 appropriation for the Wheeled Recycling Cart Replacement capital improvement program project and requires additional resources; and

WHEREAS, resources are available in the Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7200 that can be reallocated to address the need for additional wheeled recycling carts; and

WHEREAS, providing resources for the Wheeled Recycling Cart Replacement capital improvement program project is in accordance with the “Sustain” goal to “[b]ecome a healthier Cincinnati” and strategy to “[c]reate a healthy environment and reduce energy consumption,” as described on pages 181 – 186 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the sum of \$25,000 is hereby transferred and returned to source, General Fund 050, from the Office of Environment and Sustainability’s General Fund non-personnel operating budget account no. 050x104x7200 for the purpose of realigning sources with uses.

Section 2. That the sum of \$25,000 is hereby transferred and appropriated from the unappropriated surplus of the General Fund to existing capital improvement program project account no. 980x104x221005, “Wheeled Recycling Cart Replacement,” for the purpose of

providing additional resources for the purchase of new wheeled recycling carts needed to support the City's recycling program.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to provide additional resources for the purchase of new wheeled recycling carts necessary to support the City's recycling program.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 26, 2022

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager **202200138**

Subject: Emergency Ordinance – DOTE: Various Moral Obligation Payments

Attached is an Emergency Ordinance captioned:

AUTHORIZING payments in the amounts of \$7,404.41 to OTR Holdings, Inc. for professional services completed for the Downtown Pedestrian Task Force project; \$8,220.37 to HDR, Inc. for design and consulting services performed for the streetcar system; and \$7,370.00 to Donnellon, Donnellon & Miller for legal mediation services regarding appropriation of property needed for the Western Hills Viaduct replacement project, as moral obligations for services provided to the City.

This Emergency Ordinance authorizes payments in the amounts of \$7,404.41 to OTR Holdings, Inc. for professional services completed for the Downtown Pedestrian Task Force project; \$8,220.37 to HDR, Inc. for design and consulting services performed for the streetcar system; and \$7,370.00 to Donnellon, Donnellon & Miller for legal mediation services regarding appropriation of property needed for the Western Hills Viaduct replacement project, as moral obligations for services provided to the City.

The City of Cincinnati entered into a contract with OTR Holdings, Inc. for professional services work for the Downtown Pedestrian Task Force project. The City certified resources to professional services contract 233 05x7789 for work to be completed by December 31, 2020. Due to unforeseen project delays, OTR Holdings, Inc. performed work until June 2021, which necessitates a moral obligation payment. Sufficient resources are available in capital improvement program project account no. 980x233x3000x7682x192384, “Pedestrian Safety Improvements Downtown/OTR,” to provide a \$7,404.41 payment to OTR Holdings, Inc.

The City entered a contract with HDR, Inc. for design and consulting services performed for the streetcar system. The City certified resources to the master agreement contract 95x0060 for work to be completed by June 25, 2021. HDR, Inc. was unable to meet the deadline due to staffing issues and worked past the contract deadline, which necessitates a moral obligation payment. Sufficient resources are available in capital improvement program project account no. 980x233x3000x7663x03678, “Cincinnati Streetcar System,” to provide an \$8,220.37 payment to HDR, Inc.

The City filed a complaint with the Hamilton County Court of Common Pleas for the appropriation of Project Parcel 1 WD, owned by Viaduct Ventures, LLC, needed for the construction of the Western Hills Viaduct replacement project, as authorized for appropriation in Ordinance No. 0087-2020. Upon request of Viaduct Ventures, LLC, the Hamilton County Court of Common Pleas appointed Donnellon, Donnellon & Miller to serve as a mediator between Viaduct Ventures, LLC and the City to settle the appropriation case. The City is obligated to pay for mediator services provided by Donnellon, Donnellon & Miller, per Ohio Revised Code (ORC) Section 163.051, which necessitates a moral obligation payment. Resources in the amount of \$1,474.00 from capital improvement program project account no. 980x233x5000x7651x142367, "Maintenance Fund for Bridges 2012-2016," and in the amount of \$5,896.00 from capital improvement program project account no. 980x233x5000x7651x172357, "Western Hills Viaduct Replacement Non-Local Grants," are available to provide a payment totaling \$7,370.00 to Donnellon, Donnellon & Miller.

The reason for the emergency is the immediate need to pay OTR Holding, Inc., HDR, Inc., and Donnellon, Donnellon & Miller in a timely manner for services provided to the City of Cincinnati.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

CFG

- 2022

AUTHORIZING payments in the amounts of \$7,404.41 to OTR Holdings, Inc. for professional services completed for the Downtown Pedestrian Task Force project; \$8,220.37 to HDR, Inc. for design and consulting services performed for the streetcar system; and \$7,370 to Donnellon, Donnellon & Miller for legal mediation services regarding appropriation of property needed for the Western Hills Viaduct replacement project, all as moral obligations for services provided to the City.

WHEREAS, the City entered into a contract with OTR Holdings, Inc. for professional services concerning the Downtown Pedestrian Task Force project; and

WHEREAS, the City certified resources to the professional services contract with OTR Holdings, Inc. for work to be completed by December 31, 2020, but due to unforeseen project delays, OTR Holdings, Inc. performed work until June 2021; and

WHEREAS, sufficient resources are available in capital improvement program project account no. 980x233x3000x7682x192384, "Pedestrian Safety Improvements Downtown/OTR," to pay \$7,404.41 to OTR Holdings, Inc. for its professional services; and

WHEREAS, the City entered into a contract with HDR, Inc. for design and consulting services performed for the streetcar system; and

WHEREAS, the City certified resources to the master agreement under which HDR, Inc. was hired and was to complete work by June 25, 2021, but HDR, Inc. was unable to meet the deadline due to staffing issues and worked past the deadline; and

WHEREAS, sufficient resources are available in capital improvement program project account no. 980x233x3000x7663x03678, "Cincinnati Streetcar System," to pay \$8,220.37 to HDR, Inc. for its design and consulting services; and

WHEREAS, the City filed a complaint in the Hamilton County Court of Common Pleas for the appropriation of Project Parcel 1 WD, owned by Viaduct Ventures, LLC, needed for the construction of the Western Hills Viaduct replacement project, and as authorized for appropriation in Ordinance No. 0087-2020; and

WHEREAS, upon request of Viaduct Ventures, LLC, the Hamilton County Court of Common Pleas appointed Donnellon, Donnellon & Miller to serve as a mediator between Viaduct Ventures, LLC and the City to resolve the appropriation case; and

WHEREAS, per Ohio Revised Code Section 163.051, the City is obligated to pay the cost of legal mediation services provided by Donnellon, Donnellon & Miller; and

WHEREAS, resources in the amount of \$1,474 from capital improvement program project account no. 980x233x5000x7651x142367, "Maintenance Fund for Bridges 2012-2016," and in the amount of \$5,896 from capital improvement program project account no. 980x233x5000x7651x172357, "Western Hills Viaduct Replacement Non-Local Grants," are available to pay \$7,370 to Donnellon, Donnellon & Miller for legal mediation services; and

WHEREAS, Council desires to provide payments for such services in the amounts of \$7,401.41 to OTR Holdings, Inc., \$8,220.37 to HDR, Inc., and \$7,370 to Donnellon, Donnellon & Miller; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$7,404.41 from capital improvement program project account no. 980x233x3000x7682x192384, "Pedestrian Safety Improvements Downtown/OTR," to OTR Holdings, Inc. as a moral obligation of the City of Cincinnati for professional services completed for the Downtown Pedestrian Task Force project.

Section 2. That the Finance Director is authorized to pay the amount of \$8,220.37 from capital improvement program project account no. 980x233x3000x7663x03678, Cincinnati Streetcar System," to HDR, Inc. as a moral obligation of the City of Cincinnati, for design and consulting services performed for the streetcar system.

Section 3. That the Finance Director is authorized to pay the amount of \$7,370, with \$1,474 to be paid from capital improvement program project account no. 980x233x5000x7651x142367, "Maintenance Fund for Bridges 2012-2016," and \$5,896 to be paid from capital improvement program project account no. 980x233x5000x7651x172357, "Western Hills Viaduct Replacement Non-Local Grants," to Donnellon, Donnellon & Miller as a moral obligation of the City of Cincinnati for legal mediation services regarding appropriation of property needed for the Western Hills Viaduct replacement project.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the provisions of Sections 1 through 3 hereof.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay OTR Holdings, Inc., HDR, Inc., and Donnellon, Donnellon & Miller in a timely manner for services provided to the City of Cincinnati.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 26, 2022

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager **202200146**

Subject: Ordinance – Police: FY 2021 Ohio Drug Law Enforcement Grant

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$106,470 from the State of Ohio, Office of Criminal Justice Services for the purpose of funding personnel costs and equipment for investigations conducted pursuant to Title III of the federal Omnibus Crime Control and Safe Streets Act of 1968; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22ODLE.

This Ordinance would authorize the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$106,470 from the State of Ohio, Office of Criminal Justice Services for the purpose of funding personnel costs and equipment for investigations conducted pursuant to Title III of the federal Omnibus Crime Control and Safe Streets Act of 1968. The Ordinance would further authorize the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22ODLE.

Electronic surveillance is cost intensive, progressive and requires a tremendous amount of manpower. If awarded, this grant will supplement Cincinnati Police Department (CPD) resources; helping to bridge the fiscal gap to abate drug trafficking organization operations, thereby reducing illicit drug distribution, drug overdoses and fatalities, and drug-related violence and crime.

The grant requires matching funds of \$35,500, which will be provided from Narcotics Unit investigators' on-duty time. There are no new FTE associated with this grant. As the grant application deadline was January 6, 2022, the Cincinnati Police Department has applied for this grant prior to this Ordinance receiving approval from the City Council. Should this Ordinance not be approved, the grant funding will not be accepted.

This Ordinance is in accordance with the “Live” goal to “[c]reate a more livable community” as described on page 156 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant in the amount of up to \$106,470 from the State of Ohio, Office of Criminal Justice Services for the purpose of funding personnel costs and equipment for investigations conducted pursuant to Title III of the federal Omnibus Crime Control and Safe Streets Act of 1968; and **AUTHORIZING** the Finance Director to deposit the grant funds into Law Enforcement Grant Fund 368, Project Account No. 22ODLE.

WHEREAS, there is a grant available in the amount of up to \$106,470 from the State of Ohio, Office of Criminal Justice Services for the purpose of funding personnel costs and equipment for investigations conducted pursuant to Title III of the federal Omnibus Crime Control and Safe Streets Act of 1968, which establishes procedures for lawful electronic surveillance; and

WHEREAS, electronic surveillance is cost-intensive, progressive, and requires a tremendous amount of manpower; and

WHEREAS, this grant will supplement Cincinnati Police Department (“CPD”) resources, helping to bridge the fiscal gap and allowing for additional abatement of drug trafficking organization operations, thereby reducing illicit drug distribution, drug overdoses and fatalities, and drug-related violence and crime; and

WHEREAS, CPD has already applied for the grant, but will not accept any funds without approval of Council; and

WHEREAS, local matching resources of approximately \$35,500 are required and will be provided from Narcotics Unit investigators’ on-duty time; and

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

WHEREAS, this ordinance is in accordance with the “Live” goal to “[c]reate a more livable community,” as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to apply for, accept, and appropriate a grant in the amount of up to \$106,470 from the State of Ohio, Office of Criminal Justice Services

for the purpose of funding personnel costs and equipment for investigations conducted pursuant to Title III of the federal Omnibus Crime Control and Safe Streets Act of 1968.

Section 2. That the Director of Finance is hereby authorized to deposit the grant resources into Law Enforcement Grant Fund 368, Project Account No. 22ODLE.

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

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 26, 2022

To: Mayor and Members of City Council

From: John P. Curp, Interim City Manager **202200147**

Subject: Emergency Ordinance – Police: Acceptance of Canine Donation from the Hamilton County Sheriff’s Office

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept a donation of a canine valued at approximately \$30,000 from the Hamilton County Sheriff’s Office to be used by the Cincinnati Police Department in the Fugitive Apprehension Unit.

This Emergency Ordinance would authorize the City Manager to accept the donation of a canine valued at approximately \$30,000 from the Hamilton County Sheriff’s Office (HCSO). The donated canine will be used in the Cincinnati Police Department’s Fugitive Apprehension Unit.

The canine currently detailed to the Fugitive Apprehension Unit is due to receive a medical retirement. This new canine will replace the retiring canine. This donation does not require additional FTE or matching funds.

Accepting this donation is in accordance with the “Live” goal to “[c]reate a more livable community” as described on page 156 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to take possession of the canine at the earliest possible time in order to replace the current canine assigned to the Fugitive Apprehension Unit.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

LES

- 2022

AUTHORIZING the City Manager to accept a donation of a canine valued at approximately \$30,000 from the Hamilton County Sheriff's Office to be used by the Cincinnati Police Department in the Fugitive Apprehension Unit.

WHEREAS, the Cincinnati Police Department ("CPD") uses specially trained dogs to apprehend criminals, search buildings, and detect weapons, explosives, and drugs; and

WHEREAS, the Hamilton County Sheriff's Office has generously donated one canine valued at approximately \$30,000 for use by CPD in its Fugitive Apprehension Unit; and

WHEREAS, the canine will not represent an addition or increase to the CPD canine complement and will replace one of the existing canines being medically retired from service; and

WHEREAS, accepting this donation is in accordance with the "Live" goal to "[c]reate a more livable community" as described on page 156 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept the generous donation of one canine valued at approximately \$30,000 from the Hamilton County Sheriff's Office to be used by the Cincinnati Police Department in its Fugitive Apprehension Unit.

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

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

the immediate need to take possession of the canine at the earliest possible time in order to replace the current canine assigned to the Fugitive Apprehension Unit.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

202200170

Clerk of Council

801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

Please check ALL that apply

- Termination(s) of Engagement
- Change of Address
- Amended Statement

(VISTRA)

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Lou Gentile
(First) (Middle) (Last)

Occupation Lobbyist

Business Address Vorys Advisors, 52 E. Gay St.
Street Suite Number

Columbus, OH 43215
City State Zip(+4)

Telephone Number (614) 464-5470

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

January 1 through June 30, 199__ (Report due on or before July 31)

July 1 through December 31, 2021 (Report due on or before Jan. 31)

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B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

____ YES NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
VISTRA	1-18-2022

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here)

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C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here X)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Lee Cantile
Type or Print Name of Legislative Agent

[Signature]
Signature of Legislative Agent

1-18-2022
Date

Clerk of Council

\$25.00 FILING FEE

801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council within ten (10) days of engagement. Please read instructions and review Section 112-5 prior to filing. There is a \$25.00 fee for this filing. *Check or money order only made payable to "Clerk of Council".* Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days) the form may be obtained from Clerk. **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.**

A. LEGISLATIVE AGENT INFORMATION

- 1. Full Name TANNER YESS (Groundwork)
- 2. Occupation Nonprofit Leadership
- 3. Title/Position Co-Executive Director
- 4. Business Address 3696 Kendall Ave.
Cincinnati OH 45208
City State Zip(+4)
- 5. Telephone Number (606) 356-5229
- 6. Date of Engagement as Legislative Agent 1/14/2021

B. EMPLOYER INFORMATION

- 1. Full name of company or organization Groundwork Ohio River Valley
- 2. Type of Industry Nonprofit
- 3. Business Address 3696 Kendall Ave
Cincinnati OH 45208
City State Zip(+4)

C. BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.

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D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

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|---|--|--|
| <input type="checkbox"/> Agriculture | <input checked="" type="checkbox"/> Environment | <input type="checkbox"/> Real Estate/Housing |
| <input type="checkbox"/> Alcohol/Tobacco | <input type="checkbox"/> Financial Institutions/Consumer Finance | <input type="checkbox"/> Retail and Commercial |
| <input type="checkbox"/> Arts/Entertainment | <input type="checkbox"/> Medical/Hospitals/Health Care | <input type="checkbox"/> Service Business |
| <input type="checkbox"/> Communications/Media | <input type="checkbox"/> Insurance | <input type="checkbox"/> Social Svs./Human Svs. |
| <input type="checkbox"/> Contractors/Construction | <input type="checkbox"/> Labor/Labor Organizations | <input checked="" type="checkbox"/> Science and Technology |
| <input type="checkbox"/> County/Local Government | <input type="checkbox"/> Legal | <input type="checkbox"/> State Employees |
| <input checked="" type="checkbox"/> Education | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Energy/Utilities | <input type="checkbox"/> Public Interest | <input type="checkbox"/> Transportation |

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFY THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

TANNER YESSS

Type or Print Name of Legislative Agent

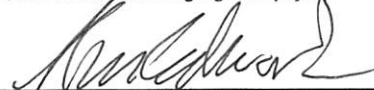


Signature of Legislative Agent

1/14/21

Date

Alan Edwards
Type or Print Name of Persons Signing for Employer

BY: 
Signature for Employer

Co-Executive Director
Title

1/14/21

Date

STATE OF CALIFORNIA
DEPARTMENT OF REVENUE

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THE STATE OF CALIFORNIA, COUNTY OF ...
I, the undersigned, being duly sworn, depose and say that the within and foregoing is a true and correct copy of the original as the same appears from the records of the County of ...

TAMMER YESS

1/14/51

Notary Public
State of California

Clerk of Council

801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

Please check ALL that apply

- Termination(s) of Engagement
- Change of Address
- Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

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A. GENERAL INFORMATION

Full Name of Legislative Agent Katherine Ott Zehnder
(First) (Middle) (Last)

Occupation Civil Engineer

Business Address c/o 28 Liberty Ship Way, Suite 2815
Street Suite Number

Sausalito CA 94965
City State Zip(+4)

Telephone Number (415) 903-2800

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

- January 1 through June 30, 20__ (Report due on or before July 31)
- July 1 through December 31, 2021 (Report due on or before Jan. 31)

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination
_____	_____
_____	_____
_____	_____

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

None	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here)

C. DEFINITIONS

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"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

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CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Katherine Ott Zehnder
Type or Print Name of Legislative Agent

Katherine O. Zehnder
Signature of Legislative Agent

1/19/22
Date



January 21, 2022

Clerk of the Council
801 Plum Street
Room 308
Cincinnati, OH 45202

Dear Filing Official:

Enclosed, please find the original of the following items for:

Katherine Ott Zehnder

Katherine Ott Zehnder Legislative Agent Updated Registration Statement

Other:

Please endorse this transmittal letter as acknowledgement of receipt of the enclosed items and return it in the stamped envelope provided. Thank you.

1006.01 Cincinnati, OH

1507172240113

CLERK OF COUNCIL

28 Liberty Ship Way, Suite 2815
Sausalito, California 94965
www.politicomlaw.com

Women's Fund
of the
Greater Cincinnati
Fdn.

202200173

Clerk of Council

801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

Please check ALL that apply

- Termination(s) of Engagement
- Change of Address
- Amended Statement

LEGISLATIVE AGENT UPDATED REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council by the last day of January and July, annually. Please read instructions and review Sections 112-1 to 112-17, Cincinnati Municipal Code, prior to filing. **There is no fee for this filing.** Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days (the form may be obtained from the Clerk.) **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.** Other related prohibitions and penalties are contained in Section 112-99 of the Cincinnati Municipal Code.

A. GENERAL INFORMATION

Full Name of Legislative Agent Holly Bowen Nagel Hankinson
(First) (Middle) (Last)

Occupation Advocacy Director, Women's Fund of the Greater Cincinnati Fdn.

Business Address 720 E. Pete Rose Way, Ste 120
Street Suite Number

Cincinnati OH 45202
City State Zip(+4)

Telephone Number (513) 768-6124

AGENT CHANGE OF NAME OR ADDRESS - Based on your initial Registration Statement or last Updated Registration Statement, state any changes in your name or address.

(If none, check here)

Name of Legislative Agent _____

Address _____
Street Suite Number

City State Zip(+4)

Telephone Number (_____) _____

Reporting Period: Statement filed for period covering (check one and fill in year).

- January 1 through June 30, 199_ (Report due on or before July 31)
- July 1 through December 31, ~~199_~~ 2021 (Report due on or before Jan. 31)

RECORDS

Administrative information and headers, including dates and reference numbers.

Main body of text, possibly a letter or report, containing several paragraphs.

Continuation of the main body text, including a signature block area.

Text block containing specific details or a list of items.

Text block containing further details or a list of items.

Footnote or reference information at the bottom of the page.

B. AMENDMENTS, TERMINATIONS, AND TYPES OF LEGISLATION

AMENDED STATEMENT - Is this an Amended Statement (i.e., any change in an amount or a filing pursuant to a dispute resolution decision of the OCCl.

____ YES NO

If yes, you are required to complete only the portion(s) you have amended.

TERMINATIONS - Are you still engaged by all of the employers listed on page 1 of this form?

YES ____ NO

If no, please list the name of the Employers by whom you are no longer engaged and the date of termination. (Attach additional sheets if necessary.)

Employer Name	Date of Termination

ORDINANCES AND RESOLUTIONS - List the specific ordinance(s) and resolution(s) on which you actively advocated during this reporting period.

none

ADDITIONAL TYPES OF LEGISLATION - Since your Initial Registration Statement or last Updated Registration Statement for all Employers listed on this form, give a brief description of each of the additional types of legislation to which any of your engagements relate.

(If none, check here)

THE UNIVERSITY OF CHICAGO LIBRARY

1000 S. EAST ASIAN LIBRARY, CHICAGO, ILL. 60607

DATE _____

BY _____

NO. _____

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE _____

BY _____

THIS DOCUMENT IS UNCLASSIFIED

C. DEFINITIONS

"Staff" means any city employee whose official duties are to formulate policy and who exercises administrative or supervisory authority or who authorizes the expenditure of city funds. "Staff" is limited to employees who are required to file a Financial Disclosure Statement under Article XXVI of the Administrative Code.

"Legislation" means ordinances, resolutions, amendments, nominations, and any other matter pending before the Council. See the definition of "legislation" under Section 112-1-L, Cincinnati Municipal Code.

"Financial Transaction" See definition in Section 112-1-F, Cincinnati Municipal Code.

D. FINANCIAL TRANSACTIONS

If the Legislative Agent, or a member of his or her immediate family had, during this reporting period, a financial transaction* (which is not being disputed under Section 112-19, Cincinnati Municipal Code,) with or for the benefit of a member of the Council, appointee of the Council, City Manager, the Director of a department created under the Administrative Code, or any member of the staff* of such public officer or employee, then the following information is required with respect to each such financial transaction:

- a. Name of the public officer, employee, or staff member: _____
- b. Brief description of the purpose and nature of the transaction: _____

- c. Date the transaction was made or entered into: _____
- d. Other pertinent details: _____

(Attach an additional sheet for each public officer, employee, or staff member.)

(If none, check here)

NOTE: If the Legislative Agent is required to disclose a financial transaction described in this Paragraph F, then the Legislative Agent shall deliver a copy of such paragraph which contains such information to the public officer(s) of employee(s) identified therein, at least ten (10) days before this form is filed with the Clerk of Council.

If the foregoing provision is applicable, indicate the date that such information was delivered:

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFIES THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Holly Hankinson
Type or Print Name of Legislative Agent


Signature of Legislative Agent

1-13-2022
Date

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Clerk of Council
801 Plum Street, Room 308
Cincinnati, Ohio 45202
(513) 352-3246

\$25.00 FILING FEE

202200174

LEGISLATIVE AGENT/EMPLOYER INITIAL REGISTRATION STATEMENT

This statement must be filed with the Clerk of Council within ten (10) days of engagement. Please read instructions and review Section 112-5 prior to filing. There is a \$25.00 fee for this filing. *Check or money order only made payable to "Clerk of Council"*. Upon termination of this engagement, there is an affirmative duty to notify the Clerk of Council within thirty (30) days the form may be obtained from Clerk. **ANY PERSON WHO KNOWINGLY FILES A FALSE STATEMENT IS GUILTY OF FALSIFICATION UNDER SECTION 2921.13 OF THE OHIO REVISED CODE, WHICH IS A MISDEMEANOR OF THE FIRST DEGREE.**

A. LEGISLATIVE AGENT INFORMATION

1. Full Name Ted Heckmann
2. Occupation _____
3. Title/Position Senior Director - Regulatory & Government Affairs
4. Business Address P.O. Box 2301 103-1080
Street State Number
Cincinnati OH 45201
City State Zip(+4)
5. Telephone Number (513) 608-7624
6. Date of Engagement as Legislative Agent 1-17-2022

B. EMPLOYER INFORMATION

1. Full name of company or organization Cincinnati Bell
2. Type of Industry Communications & Information Technology
3. Business Address P.O. Box 2301 103-1080
Street State Number
Cincinnati OH 45201
City State Zip(+4)

C. BRIEF DESCRIPTION OF THE TYPE OF LEGISLATION TO WHICH LEGISLATIVE AGENT'S ENGAGEMENT RELATES.

Any legislation that will have an impact on Cincinnati Bell and its Subsidiaries business operations

21-1506-1130

D. CATEGORICAL LISTING OF PRINCIPAL BUSINESS OR ACTIVITY OF EMPLOYER. PLEASE CHECK ALL THAT ARE APPLICABLE.

- | | | |
|--|--|---|
| <input type="checkbox"/> Agriculture | <input type="checkbox"/> Environment | <input type="checkbox"/> Real Estate/Housing |
| <input type="checkbox"/> Alcohol/Tobacco | <input type="checkbox"/> Financial Institutions/Consumer Finance | <input type="checkbox"/> Retail and Commercial |
| <input type="checkbox"/> Arts/Entertainment | <input type="checkbox"/> Medical/Hospitals/Health Care | <input type="checkbox"/> Service Business |
| <input checked="" type="checkbox"/> Communications/Media | <input type="checkbox"/> Insurance | <input type="checkbox"/> Social Svs./Human Svs. |
| <input type="checkbox"/> Contractors/Construction | <input type="checkbox"/> Labor/Labor Organizations | <input type="checkbox"/> Science and Technology |
| <input type="checkbox"/> County/Local Government | <input type="checkbox"/> Legal | <input type="checkbox"/> State Employees |
| <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturer | <input type="checkbox"/> State Government |
| <input type="checkbox"/> Energy/Utilities | <input type="checkbox"/> Public Interest | <input type="checkbox"/> Transportation |

CERTIFICATION: THE UNDERSIGNED HEREBY CERTIFY THAT ALL REASONABLE EFFORTS AND DUE DILIGENCE HAVE BEEN UNDERTAKEN IN THE PREPARATION AND COMPLETION OF THIS STATEMENT AND THAT THE CONTENTS ARE TRUE AND ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE.

ALL SIGNATURES MUST BE ORIGINAL AND SIGNED PERSONALLY BY THE NAMED INDIVIDUAL.

Ted Heckmann
Type or Print Name of Legislative Agent

Ted Heckmann
Signature of Legislative Agent

1/17/2022
Date

Christopher Wilson
Type or Print Name of Person Signing for Employer

BY: Christopher Wilson
Signature for Employer

VP, General Counsel
Title

1/17/2022
Date

January 12, 2022
202200057

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – CCA: Interview Recording Equipment

Attached is an Emergency Ordinance captioned:

AUTHORIZING the establishment of capital improvement program project account no. 980x181x221801, “Interview Recording Equipment,” for the purpose of providing resources for the licensing and installation of video equipment and software for electronic recording of interviews; **AUTHORIZING** the transfer and return to source of the sum of \$21,800 from the Citizen Complaint Authority non-personnel operating budget account no. 050x181x1000x7289 to the unappropriated surplus of the General Fund; and **AUTHORIZING** the transfer and appropriation of the sum of \$21,800 from the unappropriated surplus of the General Fund to the newly established capital improvement program project account no. 980x181x221801, “Interview Recording Equipment.”

Approval of this Emergency Ordinance authorizes the establishment of new capital improvement program project account no. 980x181x221801. “Interview Recording Equipment” for the purpose of providing resources for the licensing and installation of video equipment and software for electronic recordings of interviews.

This Emergency Ordinance also authorizes the transfer and return to source the sum of \$21,800 from Citizen Complaint Authority (CCA) non-personnel operating budget account no. 050x181x1000x7289 to the unappropriated surplus of the General Fund. Finally, the transfer and appropriation of the sum of \$21,800 from the unappropriated surplus of the General Fund to newly established capital improvement program project account no. 980x181x221801 is authorized.

The video equipment and software are essential investigative tools, used to ensure the complete and accurate recording of CCA investigator and police officer interactions and statements during interviews. Departmental use of the video recording system will lower the risk of potential litigation associated with conflicts pertaining to the accuracy of interview records and the conduct of interview participants. This equipment will also contribute to the effectiveness of CCA, improve its operational efficiency, and ensure the integrity of CCA processes.

This Emergency Ordinance is in accordance with the “Collaborate” strategy to “Improve service delivery, control costs, and diminish duplication of services” as described on pages 218-219 of Plan Cincinnati (2012).

The reason for the emergency is the need to ensure the completion of the purchase and installation of the video equipment and software in early 2022.

The Administration recommends passage of this Emergency Ordinance.

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



Attachment

EMERGENCY

CFG

-2022

AUTHORIZING the establishment of capital improvement program project account no. 980x181x221801, “Interview Recording Equipment,” for the purpose of providing resources for the licensing and installation of video equipment and software for electronic recording of interviews; **AUTHORIZING** the transfer and return to source of the sum of \$21,800 from the Citizen Complaint Authority non-personnel operating budget account no. 050x181x1000x7289 to the unappropriated surplus of the General Fund; and **AUTHORIZING** the transfer and appropriation of the sum of \$21,800 from the unappropriated surplus of the General Fund to the newly established capital improvement program project account no. 980x181x221801, “Interview Recording Equipment.”

WHEREAS, video equipment and software are essential investigative tools used to ensure complete and accurate recording of statements and interactions by Citizen Complaint Authority (“CCA”) investigators and Cincinnati police officers during CCA interviews; and

WHEREAS, CCA’s use of the video recording system will reduce the risk of litigation arising from challenges to the accuracy of interview records and the conduct of interview participants, as well as ensure CCA’s effectiveness, efficiency, and the integrity of its processes; and

WHEREAS, there are no new FTEs associated with the purchase of the video equipment and software; and

WHEREAS, this ordinance is in accordance with the “Collaborate” strategy to “[i]mprove service delivery, control costs, and diminish duplication of services” as described on pages 218-219 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to establish new capital improvement program project account no. 980x181x221801, “Interview Recording Equipment,” for the purpose of providing resources for the licensing and installation of video equipment and software for electronic recording of interviews.

Section 2. That the sum of \$21,800 is hereby transferred from the Citizen Complaint Authority non-personnel operating budget account no. 050x181x1000x7289 to the unappropriated surplus of the General Fund.

Section 3. That the sum of \$21,800 is hereby transferred and appropriated from the unappropriated surplus of the General Fund to the newly established capital improvement program project account no. 980x181x221801, "Interview Recording Equipment."

Section 4. That the proper City officials are authorized to do all things necessary to carry out the provisions of Sections 1 through 3 herein.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the need to ensure the completion of the purchase and installation of the video equipment and software in early 2022.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 20, 2022

To: Mayor and Members of City Council 202200085
From: Paula Boggs Muething, City Manager
Subject: Ordinance-Adjustment of Charges for Leaks 401-96.wdl

Attached is an Ordinance captioned:

MODIFYING Section 401-96, "Leakages," of Chapter 401, "Water Works," of the Cincinnati Municipal Code to allow adjustments to water charges made in accordance with the Greater Cincinnati Water Works' Leak Adjustment Program as an exception to the prohibition against reducing water charges due to leaks.

Each year it is estimated that several hundred Greater Cincinnati Water Works (GCWW) customers experience a private water service line leak between the outdoor water meter and building. Because of their location, these types of leaks may go undetected until the monthly water meter reading reveals an unexpectedly high-water usage and water charge. In addition to the high-water charges, the property owner is responsible for repair of these leaks by contracting a certified plumber, which may cost over \$1000. Due to these high and unexpected charges customers may not be able to pay for the metered water charges and the plumber repair costs, resulting in delinquent accounts and shutoffs. The Greater Cincinnati Water Works desires to implement a Leak Adjustment Program to incentivize timely repair of these leaks and assist qualified customers to overcome the financial impact of these unexpected costs. Under the proposed Leak Adjustment Program, customers who complete qualifying repairs within 30 days of the first elevated water utility bill would be eligible for an adjustment to their metered water charges. Cincinnati Municipal Code Section 401-96 currently prohibits the reduction of water charges for leaks and must be amended to allow for the adjustment of charges for qualifying customers under the proposed Leak Adjustment Program. This ordinance modifies Section 401-96 to allow for the adjustment of water charges in accordance with the Leak Adjustment Program.

The Administration recommends passage of this Ordinance.

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

City of Cincinnati

ALA

AWB

An Ordinance No. _____

- 2022

MODIFYING Section 401-96, "Leakages," of Chapter 401, "Water Works," of the Cincinnati Municipal Code to allow adjustments to water charges made in accordance with the Greater Cincinnati Water Works' Leak Adjustment Program as an exception to the prohibition against reducing water charges due to leaks.

WHEREAS, each year it is estimated that several hundred Greater Cincinnati Water Works ("GCWW") customers experience a private water service line leak between the outdoor water meter and building ("Metered Service Line Leak"), which may go undetected until the monthly water meter reading reveals unexpectedly high water usage and water charges; and

WHEREAS, the property owner is responsible for hiring a certified plumber to repair a Metered Service Line Leak, which in some cases may cost over \$1000; and

WHEREAS, due to the unexpected nature of these leaks, customers often have difficulty both keeping current on high metered charges from the leak and paying leak repair costs, which may result in delinquent accounts and water shutoff; and

WHEREAS, GCWW desires to implement a Leak Adjustment Program to incentivize timely repair of Metered Service Line Leaks, to help qualified customers overcome the financial impact of these leaks and to decrease the number of account delinquencies associated with high water bills related to such leaks; and

WHEREAS, under the proposed Leak Adjustment Program, customers who complete repair of a Metered Service Line Leak according to GCWW standards within 30 days of the first elevated utility bill would be eligible for an adjustment of their metered water charges to their average monthly water bill over the previous 12 months; and

WHEREAS, Cincinnati Municipal Code Section 401-96 currently prohibits the reduction of water charges for leaks and must be amended to allow for the adjustment of charges under the Leak Adjustment Program; now, therefore,

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

Section 1. That Section 401-96, "Leakages," of Chapter 401, "Water Works," of the Cincinnati Municipal Code is hereby amended to read as follows:

Sec. 401-96 Adjustment of Charges for Leaks~~Leakages~~.

No reduction in water charges shall be made for ~~leakage~~leaks except for those water charges resulting from leaks which meet the criteria of the leak adjustment program as set forth by the director and approved by the city manager.

Section 2. That existing Section 401-96, "Leakages," of Chapter 401, "Water Works," is hereby repealed.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

New language underscored. Deleted language indicated by strikethrough

January 20, 2022

To: Mayor and Members of City Council 202200086

From: Paula Boggs Muething, City Manager

Subject: **Emergency Ordinance – American Rescue Plan (ARP) Appropriation Reductions**

Attached is an Emergency Ordinance captioned:

AUTHORIZING an appropriation reduction in the amount of \$5,410,414 from American Rescue Plan grant project account no. 469x101xARP052, “FY 2021 Restricted Funds Revenue Replacement,” for the purpose of reducing the appropriation by the amount allocated as revenue replacement to Parking System Facilities Fund 102 and Convention Center Fund 103; **AUTHORIZING** an appropriation reduction in the amount of \$9,975,375 from American Rescue Plan grant project account no. 469x101xARP100, “Funding for Health Centers,” for the purpose of reducing the appropriation to reflect these funds as revenue to Health Network Fund 446 based upon guidance promulgated by the Health Resources and Services Administration in the United States Department of Health and Human Services; and **AUTHORIZING** an appropriation reduction in the amount of \$6,874,938.50 from American Rescue Plan grant project account no. 469x101xARP050, “FY 2021 COVID Expenses,” for the purpose of realigning available resources with eligible health related and support program expenses based upon guidance promulgated by the United States Department of the Treasury.

The City received funding from the United States Department of the Treasury pursuant to the American Rescue Plan (ARP) Act as part of the Coronavirus Local Fiscal Recovery Fund Act of which a portion of those funds was appropriated to American Rescue Plan grant project account no. 469x101xARP052, “FY 2021 Restricted Funds Revenue Replacement,” including amounts for Parking System Facilities Fund 102 and Convention Center Fund 103. A total \$5,410,414 was allocated to Parking System Facilities Fund 102 and Convention Center Fund 103 as revenue replacement. These funds were deposited and appropriated into Local Fiscal Recovery Fund 469, but subsequent guidance promulgated by the United States Department of the Treasury and the Ohio Auditor of State determined that revenue replacement to enterprise funds, including Parking System Facilities Fund 102 and Convention Center Fund 103, should be deposited in the respective enterprise fund instead. This Emergency Ordinance authorizes an appropriation reduction in order to comply with the guidance but does not affect the amount of funds received or make any additional funds available for another use.

Additionally, the City received an additional allocation of \$9,975,375 pursuant to the ARP to provide support for Federally Qualified Health Centers which was appropriated to American Rescue Plan grant project account no. 469x101xARP100, "Funding for Health Centers." Subsequent guidance promulgated by the Health Resources and Services Administration (HRSA) in the United States Department of Health and Human Services (HHS) determined that these funds were to be treated as revenue utilizing the same draw-down process in place for other HRSA funding. Thus, these funds should be deposited in Health Network Fund 446 instead of Local Fiscal Recovery Fund 469. This Emergency Ordinance authorizes an appropriation reduction in order to comply with the guidance but does not affect the amount of funds received or make any additional funds available for another use.

Finally, in the City's initial allocation of American Rescue Plan funding, \$9,975,375 was appropriated as an additional allocation to American Rescue Plan grant project account no. 469x101xARP100, "Funding for Health Centers," in anticipation that certain health related and support program expenses would be eligible for reimbursement from that project account. Subsequent guidance promulgated by the United States Department of the Treasury has determined that COVID-19 related expenses must be incurred at Federally Qualified Health Centers in order to be reimbursed from the "Funding for Health Centers" project account. In order to comply with the guidance, this Emergency Ordinance authorizes an appropriation reduction from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," in the amount of \$6,874,938.50, which represents the amount of expenses deemed ineligible, in order to properly align resources with eligible health related expenses. The original allocation of \$9,975,375 remains available for the "Funding for Health Centers" project account.

The reason for the emergency is the immediate need to comply with guidance promulgated by the United States Department of the Treasury and the Health Resources and Services Administration.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

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AUTHORIZING an appropriation reduction in the amount of \$5,410,414 from American Rescue Plan grant project account no. 469x101xARP052, “FY 2021 Restricted Funds Revenue Replacement,” for the purpose of reducing the appropriation by the amount allocated as revenue replacement to Parking System Facilities Fund 102 and Convention Center Fund 103; **AUTHORIZING** an appropriation reduction in the amount of \$9,975,375 from American Rescue Plan grant project account no. 469x101xARP100, “Funding for Health Centers,” for the purpose of reducing the appropriation to reflect these funds as revenue to Health Network Fund 446 based upon guidance promulgated by the Health Resources and Services Administration in the United States Department of Health and Human Services; and **AUTHORIZING** an appropriation reduction in the amount of \$6,874,938.50 from American Rescue Plan grant project account no. 469x101xARP050, “FY 2021 COVID Expenses,” for the purpose of realigning available resources with eligible health related and support program expenses based upon guidance promulgated by the United States Department of the Treasury.

WHEREAS, the City received funding from the United States Department of the Treasury pursuant to the American Rescue Plan Act as part of the Coronavirus Local Fiscal Recovery Fund Act; and

WHEREAS, a portion of those funds was appropriated to American Rescue Plan grant project account no. 469x101xARP052, “FY 2021 Restricted Funds Revenue Replacement,” including amounts for Parking System Facilities Fund 102 and Convention Center Fund 103; and

WHEREAS, a total of \$5,410,414 was allocated to Parking System Facilities Fund 102 and Convention Center Fund 103 as revenue replacement; and

WHEREAS, subsequent guidance promulgated by the United States Department of the Treasury and the Ohio Auditor of State determined that revenue replacement to enterprise funds, including Parking System Facilities Fund 102 and Convention Center Fund 103, should be deposited in the respective enterprise fund instead of Local Fiscal Recovery Fund 469; and

WHEREAS, this appropriation reduction does not affect the amount of funds received or make any additional funds available for another use; and

WHEREAS, the City received an additional allocation of \$9,975,375 pursuant to the American Rescue Plan Act to provide support for Federally Qualified Health Centers which was appropriated to American Rescue Plan grant project account no. 469x101xARP100, “Funding for Health Centers”; and

WHEREAS, subsequent guidance promulgated by the Health Resources and Services Administration (“HRSA”) in the United States Department of Health and Human Services

determined that these funds were to be treated as revenue utilizing the same draw-down process in place for other HRSA funding; and

WHEREAS, the funds from the American Rescue Plan grant project account no. 469x101xARP100, "Funding for Health Centers," should be deposited in Health Network Fund 446 instead of Local Fiscal Recovery Fund 469; and

WHEREAS, this appropriation reduction does not affect the amount of funds received or make any additional funds available for another use; and

WHEREAS, in the City's initial allocation of American Rescue Plan funding, \$9,975,375 was appropriated as an additional allocation to American Rescue Plan grant project account no. 469x101xARP100, "Funding for Health Centers," anticipating that certain health related and support program expenses would be eligible for reimbursement from that project account; and

WHEREAS, subsequent guidance promulgated by the United States Department of the Treasury determined that COVID-19 related expenses must be incurred at Federally Qualified Health Centers in order to be reimbursed from funding for health centers; and

WHEREAS, an appropriation reduction from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," in the amount of \$6,874,938.50, which represents the amount of expenses deemed ineligible, is necessary in order to properly align resources with eligible health related expenses; and

WHEREAS, the original allocation of \$9,975,375 remains available for funding for health centers; and

WHEREAS, a reduction in the amount of \$6,874,938.50 from American Rescue Plan grant project account no. 469x101xARP050, "FY 2021 COVID Expenses," is necessary to retain adequate resources for health centers while also reconciling American Rescue Plan grant resources received; now, therefore,

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

Section 1. That an appropriation reduction in the amount of \$5,410,414 from American Rescue Plan grant project account no. 469x101xARP052, "FY 2021 Restricted Funds Revenue Replacement," is hereby authorized for the purpose of reducing the appropriation by the amount allocated as revenue replacement for Parking System Facilities Fund 102 and Convention Center Fund 103.

Section 2. That an appropriation reduction in the amount of \$9,975,375 from American Rescue Plan grant project account no. 469x101xARP100, “Funding for Health Centers,” is hereby authorized for the purpose of reducing the appropriation to reflect these funds as revenue to Health Network Fund 446 based on American Rescue Plan guidance promulgated by the Health Resources and Services Administration in the United States Department of Health and Human Services.

Section 3. That an appropriation reduction in the amount of \$6,874,938.50 from American Rescue Plan grant project account no. 469x101xARP050, “FY 2021 COVID Expenses,” is hereby authorized for the purpose of realigning available resources with eligible health related expenses based on American Rescue Plan guidance promulgated by the United States Department of the Treasury.

Section 4. That the proper City officials are authorized to do all things necessary and proper to carry out the terms of Sections 1 through 3 hereof.

Section 5. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to comply with guidance promulgated by the United States Department of the Treasury and the Health Resources and Services Administration.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 20, 2022

To: Mayor and Members of City Council 202200087

From: Paula Boggs Muething, City Manager

Subject: **Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Transfer to Geier Esplanade Fence Replacement Capital Project**

Attached is an Ordinance captioned:

AUTHORIZING the City Manager to accept and deposit a donation in the amount of \$125,000 from the Cincinnati Park Board Commissioners’ Fund into Fund No. 430, “Parks Private Endowment and Donations,” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade located at Madison Road and Markbreit Avenue (“Geier Esplanade”); **ESTABLISHING** new capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement,” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade; and further **AUTHORIZING** the transfer and appropriation of \$125,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment and Donations,” to newly established capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement.”

This Ordinance would authorize the City Manager to accept and deposit a donation totaling \$125,000 from the Cincinnati Park Board Commissioners’ Fund into Parks Private Endowment and Donations Fund 430. This Ordinance would also establish new capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade. Finally, this Ordinance would authorize the Finance Director to transfer and appropriate \$125,000 from the unappropriated surplus of Parks Private Endowment and Donations Fund 430 to the newly established capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement.”

Geier Esplanade, commonly known as Oakley Square, is located at Madison Road and Markbreit Avenue in the Oakley neighborhood. Removing and replacing this fence will improve visitor safety and enhance the visitor experience at this neighborhood park.

This donation requires no additional FTE nor matching funds.

This Ordinance is in accordance with the Sustain goal to “Preserve our natural and built environment” and strategy to “Protect our natural resources,” as described on pages 193 – 198 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

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



Attachment

AUTHORIZING the City Manager to accept and deposit a donation in the amount of \$125,000 from the Cincinnati Park Board Commissioners’ Fund into Fund No. 430, “Parks Private Endowment and Donations,” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade located at Madison Road and Markbreit Avenue (“Geier Esplanade”); **ESTABLISHING** new capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement,” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade; and further **AUTHORIZING** the transfer and appropriation of \$125,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment and Donations,” to newly established capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement.”

WHEREAS, the Cincinnati Park Board is removing and replacing the fence at the Geier Esplanade located at Madison Road and Markbreit Avenue in the Oakley neighborhood of Cincinnati (“Geier Esplanade”); and

WHEREAS, acceptance of the funds from a generous donation by the Cincinnati Park Board Commissioners’ Fund will reimburse the City’s costs for the removal and replacement of the fence at the Geier Esplanade; and

WHEREAS, there is no matching funds requirement associated with the acceptance of this donation; and

WHEREAS, there are no new FTEs associated with the acceptance of this donation; and

WHEREAS, this ordinance is in accordance with the “Sustain” goal to “[p]reserve our natural and built environment,” and the strategy to “[p]reserve our built history,” as described on pages 193 – 198 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and deposit a donation in the amount of \$125,000 from the Cincinnati Park Board Commissioners’ Fund into Fund No. 430, “Parks Private Endowment and Donations,” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade located at Madison Road and Markbreit Avenue (“Geier Esplanade”).

Section 2. That new capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement,” is hereby established for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade.

Section 3. That the City Manager is hereby authorized to transfer and appropriate \$125,000 from the unappropriated surplus of Fund No. 430, “Parks Private Endowment and Donations,” to newly established capital improvement program project account no. 980x203x222023, “Geier Esplanade Fence Replacement,” for the purpose of providing resources for the removal and replacement of the fence at the Geier Esplanade.

Section 4. That the proper City officials are hereby authorized to do all things necessary and proper to comply with the terms of Sections 1 through 3 herein.

Section 5. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 20, 2022

To: Mayor and Members of City Council 202200088

From: Paula Boggs Muething, City Manager

Subject: Emergency Ordinance – Parks: Cincinnati Park Board Commissioners’ Fund Donations

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioners’ Fund for the purpose of purchasing horticultural supplies, executing maintenance contracts, providing staff reimbursements, acquiring Krohn Conservatory’s gift shop inventory, and providing resources for other vital costs associated with running the City’s parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

This Emergency Ordinance would authorize the City Manager to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioners’ Fund. This Emergency Ordinance would also authorize the Finance Director to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

The Cincinnati Park Board Commissioners’ Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board. This donation will provide support for purchasing horticultural supplies, executing maintenance contracts, providing salary reimbursements, providing for the Krohn Conservatory’s gift shop inventory, and other vital costs associated with running the City’s parks.

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

This Emergency Ordinance is in accordance with the Sustain goal to “Preserve our natural and built environment” and strategy to “Protect our natural resources,” as described on pages 193 – 196 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to ensure the availability of necessary resources to avoid disruption of services to the City’s parks.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment



EMERGENCY

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AUTHORIZING the City Manager to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioners' Fund for the purpose of purchasing horticultural supplies, executing maintenance contracts, providing staff reimbursements, acquiring Krohn Conservatory's gift shop inventory, and providing resources for other vital costs associated with running the City's parks; and **AUTHORIZING** the Finance Director to deposit the funds into Parks Private Endowment and Donations Fund 430.

WHEREAS, the Park Board Commissioners' Fund consists of funds received from endowments and donations from various entities to support the Cincinnati Park Board; and

WHEREAS, acceptance of a donation totaling \$400,000 from the Cincinnati Park Board Commissioners' Fund will enable the Cincinnati Parks Department to purchase horticultural supplies, execute maintenance contracts, provide staff reimbursements, acquire Krohn Conservatory's gift shop inventory, and provide resources for other vital costs associated with running the City's parks; and

WHEREAS, the Cincinnati Board of Park Commissioners has approved the use of \$400,000 and requested the distribution of the resources from the Park Board Commissioners' Fund; and

WHEREAS, there are no new FTEs or matching funds requirement associated with the acceptance of this donation; and

WHEREAS, the acceptance of the donation is in accordance with the "Sustain" goal to "[p]reserve our natural and built environment" and strategy to "[p]rotect our natural resources," as described on pages 193-196 of Plan Cincinnati (2012); now, therefore,

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

Section 1. That the City Manager is hereby authorized to accept and appropriate a donation totaling \$400,000 from the Cincinnati Park Board Commissioners' Fund to purchase horticultural supplies, execute maintenance contracts, provide staff reimbursements, acquire Krohn Conservatory's gift shop inventory, and provide resources for other vital costs associated with running the City's parks.

Section 2. That the Finance Director is hereby authorized to deposit the donated funds into Parks Private Endowment and Donations Fund 430.

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

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to ensure the availability of necessary resources to avoid disruption of services to the City's parks.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

January 20, 2022

To: Mayor and Members of City Council 202200090
From: Paula Boggs Muething, City Manager
Subject: Emergency Ordinance – Recreation: Moral Obligation for National Background Check, LLC

Attached is an Emergency Ordinance captioned:

AUTHORIZING the payment of \$6,249 from the Cincinnati Recreation Commission General Fund operating budget account no. 050x199x4940x7267x199Q876 as a moral obligation to National Background Check, LLC for services provided to the City related to the provision of a background check system.

This Emergency Ordinance would authorize payment of \$6,249 from the Cincinnati Recreation Commission General Fund operating budget account no. 050x199x4940x7267x199Q876 as a moral obligation to National Background Check, LLC for a background check system.

Resources for the background check system were not certified prior to purchase due to a miscommunication regarding the vendor's name. This discrepancy became known upon receipt of the invoice from the vendor. Resources for the background check system are included the Cincinnati Recreation Commission's FY 2022 Operating Budget.

The reason for the emergency is the immediate need to make payment to the vendor for the background check system and services that have been provided.

The Administration recommends passage of this Emergency Ordinance.

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

Attachment

EMERGENCY

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- 2022

AUTHORIZING the payment of \$6,249 from the Cincinnati Recreation Commission General Fund operating budget account no. 050x199x4940x7267x199Q876 as a moral obligation to National Background Check, LLC for services provided to the City related to the provision of a background check system.

WHEREAS, funds for a background check system needed by the Cincinnati Recreation Commission were not properly certified prior to purchase of the system due to a miscommunication regarding the vendor's name; and

WHEREAS, the discrepancy became known upon receipt of the invoice from the vendor; and

WHEREAS, funds for the background check system have been included the Cincinnati Recreation Commission's FY 2022 Operating Budget; and

WHEREAS, Council desires to provide payment for the background check system and services rendered in an amount totaling \$6,249; now, therefore,

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

Section 1. That the Finance Director is authorized to make a payment of \$6,249 from the Cincinnati Recreation Commission General Fund operating budget account no. 050x199x4940x7267x199Q876 as a moral obligation to National Background Check, LLC for services provided to the City related to the provision of a background check system.

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

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

the immediate need to make payment to the vendor for the background check system and services that have been provided.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

Date: January 20, 2022

To: Mayor and Members of City Council 202200093
From: Paula Boggs Muething, City Manager
Subject: EMERGENCY LEGISLATIVE RESOLUTION – SIDEWALK ASSESSMENTS – 2022
SIDEWALK SAFETY PROGRAM – NORTHSIDE, HAMILTON AVENUE

Attached is an emergency legislative resolution captioned as follows:

DECLARING the necessity of repairs to certain sidewalks, associated sidewalk spaces, curbs, and gutters in the Northside neighborhood and the necessity of assessing abutting properties to recover the cost of such repairs in accordance with Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Chapter 721.

This resolution will declare the necessity of special assessments upon certain property bounding and abutting streets within the City of Cincinnati, in Northside, along Hamilton Avenue, as noted in Attachment I, Exhibit A, for the purpose of paying the cost and expense of repairing, reconstructing, and constructing concrete sidewalks, driveways, and curbs consistent with Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Requirements.

The property owners are being notified of the need for repairs and have the option to have the work completed by private contractors. Repairs not made by the property owners, according to City requirements, will be completed by the City. The owners of these properties will be billed the cost of the repairs. Costs which are not paid by the owners within thirty days will then be assessed in accordance with Ohio Revised Code requirements.

Ultimately, unpaid assessments will be certified to the County Auditor for collection by the County Treasurer in the same manner as real estate taxes.

The request for emergency passage is necessary to allow administration to proceed immediately with notifying property owners to provide time needed for notification process and establishing a deadline to allow property owners to hire their own private contractor if they chose to. Promptly after the deadline, the city contractor will complete remaining needed repairs to eliminate all hazardous sections of sidewalk along this segment of Hamilton Avenue in Spring of 2022.

The Administration recommends passage of the attached emergency legislative resolution.

Attachment I – Exhibit A

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

EMERGENCY

Legislative Resolution

JRS
AWG

RESOLUTION NO. _____ - 2022

DECLARING the necessity of repairs to certain sidewalks, associated sidewalk spaces, curbs, and gutters in the Northside neighborhood and the necessity of assessing abutting properties to recover the cost of such repairs in accordance with Ohio Revised Code Chapter 729 and Cincinnati Municipal Code Chapter 721.

WHEREAS, Cincinnati Municipal Code Chapter 721 requires property owners to keep the sidewalks, associated sidewalk spaces, curbs, and gutters abutting their properties safe and in good repair; and

WHEREAS, Ohio Revised Code Chapter 729 further authorizes the City to order the repair of sidewalks, sidewalk areas, curbs, and gutters and to levy an assessment upon the owners of abutting lots and lands to recover the cost of the repairs when they are performed by the City; and

WHEREAS, property owners' failure to keep abutting sidewalks, associated sidewalk spaces, curbs, and gutters safe and in good repair poses threats to the integrity of public infrastructure and interferes with the public's safe use and enjoyment of sidewalks and adjacent areas; and

WHEREAS, through its sidewalk safety program, the City regularly identifies sidewalks, associated sidewalk spaces, curbs, and gutters in need of repair, notifies abutting property owners of their obligation to repair them, repairs them if the property owner fails to do, and assesses the cost of the repairs to the abutting property owner; and

WHEREAS, pursuant to Ohio Revised Code Section 729.02, the City Council hereby declares the necessity of repairing certain sidewalks, associated sidewalk spaces, curbs, and gutters in the Northside neighborhood; and

WHEREAS, the Council further declares the necessity of assessing abutting properties to recover the cost of such repairs when the owners of those properties fail to make repairs or pay the City's bill within thirty days of the date of service of this resolution; now, therefore,

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

Section 1. That, pursuant to Ohio Revised Code Section 729.02, an estimated \$56,379.60 in repairs to sidewalks, associated sidewalk spaces, curbs, and gutters abutting certain properties in the Northside neighborhood ("Necessary Sidewalk Repairs") is hereby declared necessary for the public good and public safety.

Section 2. That, pursuant to Ohio Revised Code Section 729.02(A), the plans, specifications, and cost estimates corresponding to the Necessary Sidewalk Repairs are on file in the Clerk of Council's office, which plans, specifications, and cost estimates are incorporated herein by reference and hereby approved ("Approved Plans").

Section 3. That, pursuant to Ohio Revised Code Section 729.02(B), the lots and lands abutting the sidewalks, associated sidewalk spaces, curbs, and gutters whose repair is declared necessary by this resolution are described in the attached Exhibit A, incorporated herein by reference, and include properties fronting on the following streets: Hamilton Avenue, from Chase Avenue to Bruce Avenue.

Section 4. That, pursuant to Ohio Revised Code Section 729.02(C), the owners of the lots and lands abutting the sidewalks, associated sidewalk areas, curbs, and gutters to be repaired ("Abutting Property Owners") shall cause the Necessary Sidewalk Repairs to be performed in accordance with the Approved Plans and applicable rules and regulations of the City's Department of Transportation and Engineering.

Section 5. That, pursuant to Ohio Revised Code Section 729.02(D), the Abutting Property Owners shall cause the Necessary Sidewalk Repairs to be performed within thirty days from the date of service of this resolution.

Section 6. That, pursuant to Ohio Revised Code Section 729.02(E), in the event the Abutting Property Owners do not cause the Necessary Sidewalk Repairs to be performed within

the time allotted, the City will perform the Necessary Sidewalk Repairs and assess the cost thereof against the lots and lands abutting thereon.

Section 7. That the Clerk, or a person designated by the Clerk, shall cause the Abutting Property Owners to be served with notice of the passage of this resolution in accordance with Ohio Revised Code Section 729.03 and Article II, Section 6 of the City Charter. Service of the notice of the passage of this resolution shall also constitute a notice to repair pursuant to Cincinnati Municipal Code Section 721-149, and the notice shall contain the information required by Cincinnati Municipal Code Section 721-153.

Section 8. That, pursuant to Ohio Revised Code Section 729.07, upon completion of the Necessary Sidewalk Repairs, the total cost of the repairs performed by the City and a list of the estimated assessments to recover that cost shall be ascertained, placed on file with the Clerk, and made available for public inspection.

Section 9. That, pursuant to Ohio Revised Code Section 729.08, the Clerk, or a person designated by the Clerk, shall cause notice of the estimated assessments to be published for three consecutive weeks in a newspaper of general circulation, or as otherwise provided in Ohio Revised Code Section 7.16, which notice shall state that the list of estimated assessments has been made and is on file with the Clerk for inspection and examination.

Section 10. That, in addition, pursuant to Cincinnati Municipal Code 721-167, the Clerk, or a person designated by the Clerk, shall present each Abutting Property Owner who failed to perform the Necessary Sidewalk Repairs with a bill for the cost incurred by the City in performing those repairs. Each bill shall provide that the Abutting Property Owner may elect to pay the estimated assessment against his or her property in full or over a 3-, 5-, or 10-year period via an assessment levied against his or her property, which election must be communicated in a signed

writing by the Abutting Property Owner to the Director of the City's Department of Transportation and Engineering prior to the billing statement due date. Absent direction from an Abutting Property Owner, the City shall assess his or her property over a 3-year period. Interest shall be charged against all assessments not paid in full at the City-adopted rates in effect at the time Council levies each assessment. The 2022 rates are 4.04% for 3 years, 4.37% for 5 years, and 4.63% for 10 years.

Section 11. That, pursuant to Ohio Revised Code Section 729.09 and Cincinnati Municipal Code Section 721-169, for any Abutting Property Owner who fails to pay the City's bill within thirty days, the City shall, by subsequent ordinance, levy an assessment upon his or her property for the cost of the repairs, which assessment shall be collected by the County Treasurer in the same manner as real estate taxes are collected.

Section 12. That this legislative resolution shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to begin the process for performing the Necessary Sidewalk Repairs in the Northside neighborhood at the earliest possible date.

Passed: _____, 2022

Mayor Aftab Pureval

Attest: _____
Clerk

EXHIBIT A

2022 SSP - Hamilton Av

Total Construction Cost: \$56,379.60

Group Name: 2022 SSP Hamilton Av

	Location:	Parcel:	Construction Cost:
1	4207 HAMILTON Av	0196-0026-0064	\$3,185.70
2	4221 HAMILTON Av	0196-0026-0068	\$2,674.50
3	4222 Hamilton Av	0196-0023-0008	\$309.96
4	4222 HAMILTON Av	0196-0023-0008	\$10,788.66
5	4225 HAMILTON Av	0196-0026-0069	\$1,205.40
6	4227 HAMILTON Av	0196-0026-0070	\$1,377.60
7	4230 HAMILTON Av	0196-0023-0007	\$2,436.42
8	4231 HAMILTON Av	0196-0026-0071	\$344.40
9	4234 HAMILTON Av	0196-0023-0006	\$1,864.26
10	4234 Hamilton Av	0196-0023-0006	\$1,239.84
11	4235 HAMILTON Av	0196-0026-0072	\$1,119.30
12	4239 HAMILTON Av	0196-0026-0073	\$2,376.36
13	4240 HAMILTON Av	0196-0023-0005	\$516.60
14	4240 Hamilton Av	0196-0023-0005	\$706.02
15	4247 HAMILTON Av	0196-0026-0076	\$2,841.30
16	4248 HAMILTON Av	0196-0023-0003	\$1,722.00
17	4251 HAMILTON Av	0196-0026-0077	\$861.00
18	4253 HAMILTON Av	0196-0026-0136	\$947.10
19	4254 HAMILTON Av	0196-0023-0002	\$585.48
20	4255 HAMILTON Av	0196-0026-0078	\$430.50
21	4256 HAMILTON Av	0196-0023-0001	\$430.50
22	4304 HAMILTON Av	0197-0037-0011	\$895.44
23	4307 HAMILTON Av	0196-0026-0174	\$1,296.00
24	4308 HAMILTON Av	0197-0037-0010	\$522.00
25	4309 HAMILTON Av	0196-0026-0113	\$861.00
26	4314 Hamilton Av	0197-0037-0009	\$430.50
27	4314 HAMILTON Av	0197-0037-0009	\$2,640.60
28	4315 HAMILTON Av	0196-0026-0173	\$430.50
29	4319 HAMILTON Av	0196-0026-0172	\$861.00
30	4326 HAMILTON Av	0197-0037-0007	\$430.50
31	4330 Hamilton Av	0197-0037-0006	\$309.96
32	4336 HAMILTON Av	0197-0037-0005	\$3,367.80
33	4341 HAMILTON Av	0196-0026-0151	\$516.60
34	4345 HAMILTON Av	0196-0026-0126	\$2,324.70
35	4346 HAMILTON Av	0197-0037-0004	\$1,377.60
36	4348 HAMILTON Av	0197-0037-0128	\$1,463.70
37	4354 HAMILTON Av	0197-0037-0002	\$688.80

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35	4346 HAMILTON Av	0197-0037-0004	\$1,377.60
36	4348 HAMILTON Av	0197-0037-0128	\$1,463.70
37	4354 HAMILTON Av	0197-0037-0002	\$688.80

January 20, 2022

To: Mayor and Members of City Council 202200113
From: Paula Boggs Muething, City Manager
Subject: **Emergency Ordinance – Authorizing Development Agreement with 7 West 7th Property LLC**

Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Development Agreement with 7 West 7th Property LLC, pertaining to the development and construction of residential rental units on floors 8-21 of the building on property located at 7 W. 7th Street in the Central Business District of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such tax exemption.

BACKGROUND/CURRENT CONDITIONS

This property was formally the Macy’s Corporate Headquarters office building in Downtown Cincinnati. The Developer submitted a Tax Increment Financing (TIF) application to DCED requesting assistance in the redevelopment of this property. The property is within walking distance to Fountain Square, one block of the Aronoff Center, direct access to the Cincinnati Bell Connector streetcar, and many restaurants, attractions, and businesses in the heart of Downtown Cincinnati.

DEVELOPER INFORMATION

Victrix Investments, LLC. (Victrix) is a real estate investment and development firm based out of New York City. Victrix focuses on multifamily and hotel investments and targets adaptive reuse conversion projects of office or other uses into multifamily mixed-use projects. Victrix specializes in utilizing tax credits (Historic, NMTC, LIHTC, and TIFs) and Opportunity Zone incentives. Victrix’s goal is to work with cities and owners to repurpose substantially vacant buildings into much-needed additional housing units to ensure the continued vibrancy of America’s downtowns. Victrix has successfully completed several projects including the Highline Apartment project located in Hyattsville, MD which was another office to residential conversion project.

PROJECT DESCRIPTION

The Developer will convert a portion of the former Macy’s Corporate Headquarters office building at 7 W. 7th Street, which consists of floors 8-21 of the skyscraper, to a residential development with 338 market-rate rental units. The project’s residential space may be

reduced in the event that the Developer desires to construct office space in the Property. The redeveloped building will include 338 market-rate residential units, ranging from studios to 2-bedroom units and a 19,100 SF outdoor terrace space on the 8th floor. Once completed, monthly rents for the project will range from \$1,350 for a studio apartment to \$2,150 for a 2-bedroom unit. The total project cost is estimated to be approximately \$72,800,000.

PRIORITIES RUBRIC

Pursuant to the *Priorities Rubric* established by City Council, this project is achieving the following policy objectives as outlined herein:

- **Balanced Housing Production**
This project creates additional market-rate housing or workforce housing (income 81%-120% AMI) that promotes a balanced, mixed-income neighborhood without displacing existing residents.

<i>Unit Type</i>	<i>80/120% AMI Rent Limits*</i>	<i>Project Rents</i>
<i>Studio</i>	<i>\$1,196 - \$1,794</i>	<i>\$1,350</i>
<i>1BR</i>	<i>\$1,281 - \$1,921</i>	<i>\$1,550</i>
<i>2BR</i>	<i>\$1,538 - \$2,307</i>	<i>\$2,150</i>

*Source: Novogradac Rent & Income Limit Calculator; Cincinnati, OH-KY-IN HUD Metro FMR Area

- **Improvement of Vacant, Blighted and/or Underutilized Properties**
This project involves the redevelopment of the vacant former Macy’s Headquarters into a Class-A apartment community. By taking a vacant office building and redeveloping it into an apartment community, the Developer is repurposing what would otherwise be a vacant building in the core of Cincinnati. The project enhances an underutilized site and adds new amenities and a residential option to the neighborhood.
- **Voluntary Tax Incentive Contribution**
As a material representation of the Development Agreement, the Developer has committed to a 15% contribution equal to 15% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar. The value of this contribution is estimated to be \$3,735,292 over the term.
- **Inclusion and Local Businesses**
The Developer has committed to using good faith efforts to achieve 17% MBE and 10% utilization goals for construction contracts. Moreover, they have committed to working with the Cincinnati Department of Community and Economic Development (DCED) to advertise the project to local MBE and WBE businesses for contracting and other services. In addition, the Developer will utilize the City of Cincinnati’s Small Business Enterprise Utilization Plan to maximize the project’s probability of achieving the City’s aspirational goal of 30% Small Business Enterprise Utilization. Additionally, the Developer is a minority-owned and directed business.

- **Community Outreach**
DCED engaged the Downtown Residents Council on October 11th, 2021 to introduce the project and receive initial feedback/comments. The Developer met with the Downtown Residents Council on January 10th, 2022 to introduce themselves and the proposed project. Overall, between both meetings the Downtown Residents Council was receptive and excited about the project and the idea of adding additional density and housing to Downtown.
- **Living Wages and Local Jobs**
The Developer has committed that all jobs created by the Project will comply with the City’s Living Wage Policy. The Developer is committed to creating small/neighborhood business jobs and hiring locally.
- **Job Creation and Retention**
Through this project, the developer will create significant jobs and payroll and will create more than 10 jobs per acre. The project will create approximately 500 construction jobs with a total annual payroll of approximately \$10,000,000 and 11 FTEs with a total annual payroll of approximately \$702,000.
- **Place Based Investing**
This project is located within ½ mile of Over-the-Rhine’s Neighborhood Business District and is located along a transit corridor. Furthermore, the project is within close proximity to Fountain Square, the Aronoff Center, and centrally located between the Banks entertainment district and Over-The-Rhine. The subject property is along the Cincinnati Bell Connector Streetcar station, Red Bike bikeshare stations, and stops serving 10 bus lines, allowing tenants to navigate Cincinnati’s urban core without a car.
- **Transformative Project**
The project fills a neighborhood need and adds a new community asset (housing), preserves the existing former Macy’s Building and serves as a Catalytic Project for the Downtown and Over-the-Rhine neighborhoods. The Developer will utilize the former Macy’s buildings indoor/outdoor terrace on the 8th floor of the subject property to add family-oriented amenities and outdoor space to accommodate residents of the development

POLICY OBJECTIVES

- **Growth of Revenues for Cincinnati Public Schools (CPS)**
Under the 2020 Tax Incentive Agreement between the City of Cincinnati and Cincinnati Public Schools (CPS), both entities benefit from new real estate development. In negotiating property tax incentives for real estate development projects within the City, the City of Cincinnati ensures that CPS receives a payment in lieu of taxes equivalent to 33% of the total taxes that would be paid on the project. This is the same percentage of new revenue that CPS receives on new real estate investments that occur without property tax incentives. The agreement ensures that:
 1. *New investment continues to occur in the City which would not be financially feasible without incentive and;*

2. That CPS receives 33% payments from these new investments as it would from new investments that occur without incentive.

For this project, the 33% payment to CPS is anticipated to be \$273,921 per year and \$8,217,643 over the term of the agreement.

- Protected Income Tax

Although it is difficult to determine the exact value of new income tax revenue created by a residential project, we can assume that those living at the project site will contribute 1.8% of their income to the City annually. To measure that value, the below estimation was done. There are several assumptions in the estimation, including the number of people in each unit and their annual payroll. These assumptions are based on HUD common standards of 1 person per studio and 1.5 persons per bedroom in the 1- and 2-bedroom units. The annual income per resident is calculated on the assumption that each resident will spend 30% of their income on rent and utilities (utilities estimated at \$90 per month). **This project is anticipated to generate approximately \$412,862 per year in City income tax, and \$12,385,872 over the term of the incentive.**

Unit Type	Number of Units	Total Housing Cost Including Utilities	Income Assumption (Rent = 30% of income)	Payroll	City Income Tax Annually	City Income Tax over 25 years
Studio	53	\$1,440	\$57,600	\$3,052,800	\$54,950	\$1,373,760
1BR	219	\$1,640	\$65,600	\$14,366,400	\$258,595	\$6,464,880
2BR	66	\$2,090	\$83,600	\$5,517,600	\$99,317	\$2,482,920
				\$22,936,800	\$412,862	\$10,321,560

- Local Impact and Strategic Goals

Population Growth | The Central Business District (CBD) was at its peak population in 1940 at 11,467 people according to the US Census Bureau data for Tract 7 and Track 265 (Block Group 2), which covers the entirety of the CBD and a small portion of the West End neighborhood (US Census). Due to U.S. government instituted Urban Renewal practices and the arrival of the automobile, the CBD saw a decline in population over time, reaching a low of 2,528 in 1980 (US Census). The City has been working to increase population in the urban core. There has also been an influx of new demand for urban living in Cincinnati. According to the 2020 US Census, the CBD population was recorded at 6,600, an increase of 1,750 since 2010. **Based on HUD common standards of 1 person per studio and 1.5 persons per bedroom in the 1- and 2-bedroom units, this project is anticipated to make available 338 new housing units that could house approximately 579 residents.**

Increased Housing Supply | Along with the decline in population in the CBD came disinvestment in housing supply over time. The CBD saw a jarring decline in the number of housing units largely due to large swaths of property that were seized and demolished by Urban Renewal practices. The City has been working to increase the supply of housing units in the City and specifically in the CBD. According to data retrieved by CoStar, the number of housing units in the CBD has increased from 15,024 in 2010 to 18,199 in 2020, an increase of 3,175 units. It

*is important to note that the data retrieved is focused on the urban core which spans across not only the CBD but adjacent neighborhoods, including Clifton, Corryville, West End, OTR, and portions of Queensgate. Although, we have made great strides in over the last 10 years, if the City continues to have a significant shortage overall, and as we continue to welcome more residents into the CBD, limited housing supply will only be further exacerbated unless we, as a city, can facilitate the increase supply of housing. **This project will add an additional 338 housing units to the CBD.***

Neighborhood Business Support | *This project involves the redevelopment of the vacant former Macy’s Headquarters into a Class-A apartment community. This project will add new housing units to the CBD and bring additional vibrancy and opportunities for the CBD to benefit through consumer spending. Based on data submitted by the Developer, the average person living within a 1-mile radius of the center of the CBD spends 38% of their income within 1-mile of the project on consumer spending. Using HUD common standards of 1 person per studio and 1.5 persons per bedroom in the 1- and 2-bedroom units, the annual income per resident is calculated on the assumption that each resident will spend 30% of their income on rent and utilities (utilities estimated at \$90 per month). **This project is anticipated to generate approximately \$8,715,984 per year in consumer spending within 1-mile of the project, and \$217,899,600 over the term of the incentive.***

Unit Type	Number of Units	Total Housing Cost Including Utilities	Income Assumption (Rent = 30% of income)	Payroll	Consumer Spending (38% of income)	Consumer Spending Tax over 25 years
Studio	53	\$1,440	\$57,600	\$3,052,800	\$1,160,064	\$29,001,600
1BR	219	\$1,640	\$65,600	\$14,366,400	\$5,459,232	\$136,480,800
2BR	66	\$2,090	\$83,600	\$5,517,600	\$2,096,688	\$52,417,200
				\$22,936,800	\$8,715,984	\$217,899,600

PROPOSED INCENTIVE

DCED is recommending a Tax Increment Financing (TIF) exemption for the project site pursuant to Ohio Revised Code 5709.41 for a period of 30 years. From years 26-30, the City will retain the excess service payments—functionally creating a 25-year exemption to the Developer. Following the creation of the project TIF, the City and Developer will enter a Service Agreement which will require payment of full statutory Service Payments in lieu of real estate taxes. Prior to the rebate of any Service Payments to the Developer, 33% of the Service Payments will be paid to Cincinnati Public Schools, and for tax years 1-30, Developer is willing to make a VTICA contribution equal to the greater of 15% of the Service Payments for the purpose of funding the maintenance and operations of the streetcar.

SUMMARY	
Forgone Public Benefit if Project Does not Proceed	
CPS PILOT (Forgone New Revenue)	(\$8,217,643)
VTICA (Forgone New Revenue)	(\$3,735,292)
Income Tax (Forgone New Revenue)	(\$1,072,260)
Retained by City in Years 26-30	(\$2,158,169)
Total Public Benefit Lost	(\$15,183,364)
Incentive Value	
Annual Net Incentive to Developer	\$431,634
Total Term Incentive to Developer	\$10,790,844
City's Portion of Property Taxes Forgone	\$2,678,228
Public Benefit	
CPS PILOT	
Annual CPS Pilot	\$273,921
Total Term CPS PILOT	\$8,217,643
VTICA	
Annual VTICA	\$124,510
Total Term VTICA	\$3,735,292
Income Tax (Max)	\$1,072,260
Retained by City in Years 26-30	\$2,158,169
Total Public Benefit (CPS PILOT/VTICA /Income Tax)	\$15,183,364
Total Public Benefit ROI*	\$1.41
City's ROI*	\$5.67

*If the project were going to happen regardless of incentive, this is the return of real dollars for public benefits as potential future dollars are forgone

PROJECT TEAM & TIMELINE

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

- Assistant City Manager: William Weber
- DCED Director: Markiea Carter
- Project Attorney: Kaitlyn Geiger

The anticipated council timeline is as follows:

- January 20, 2022: City Council for Introduction
- January 24, 2022: Budget and Finance Committee
- January 26, 2022: City Council for Final Approval

RECOMMENDATION

Development Agreement

7 WEST 7TH PROPERTY LLC – Macy’s Corporate HQ Redevelopment

Page 7 of 4

The Administration recommends approval of this Emergency Ordinance.

Attachment: A. Property location and photographs

Attachment: B. Council Priorities Rubric

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

Attachment A: Location and Photographs

Property Location



7 W. 7th Street – Elevation



Attachment B: Council Priorities Rubric

PRIORITIES RUBRIC

PROJECT: 7 West 7th Street (Macy's Building)

Do total costs of the Project exceed \$5 million? Yes No

Does the present value of proposed City assistance exceed \$3 million? Yes No

CATEGORY	APPLICABLE?	EXCEEDS	MEETS
BALANCED HOUSING PRODUCTION <ul style="list-style-type: none"> • Project creates or preserves, low-income (51%-80% AMI) housing units and/or very low-income housing units (31%-50% AMI) to the extent financially feasible given project conditions. • Project creates or preserves extremely low-income housing units (0%-30% AMI) to the extent financially feasible given project conditions. • Project creates a mixture of extremely low (0%-30% AMI), very low (31%-50% AMI), and/or low-income (51%-80% AMI) housing units with workforce/middle housing units (81%-120% AMI) and/or market-rate units to the extent financially feasible given project conditions. • Project creates additional market-rate or workforce/middle income (81%-120% AMI) housing units that promote a balanced, mixed-income neighborhood without displacing existing lower income residents. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
IMPROVEMENT OF VACANT, BLIGHTED AND/OR UNDERUTILIZED PROPERTIES <ul style="list-style-type: none"> • Project replaces a vacant and/or underutilized property and adds net-new housing units without displacing existing residents. • Project activates a previously vacant building or property. • Project eliminates a blighted parcel or parcels (as defined in Ohio Revised Code Section 1.08). • Project enhances an underutilized site (i.e. vacant parcel or surface parking lot) and adds new amenities (like housing, office, commercial, community space, etc.) to the neighborhood. • Project will involve remediation of a brownfield site or involves mitigation of previously existing site conditions that make redevelopment difficult. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ENVIRONMENTALLY SUSTAINABLE DEVELOPMENT <ul style="list-style-type: none"> • Project will obtain requisite level of U.S. Green Building Council Leadership in Energy and Environmental Design Silver, Gold or Platinum or Living Building Challenge Net Zero or Petal (which must comply with the requirements of LBC). 	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<p><u>VOLUNTARY TAX INCENTIVE CONTRIBUTION</u></p> <ul style="list-style-type: none"> Applicant has represented that it (i) will contribute at least 15% of the exempted value of the improvements either in support streetcar operations or to further neighborhood improvements in the neighborhood of the project and affordable housing city-wide and (ii) will execute an agreement with a third-party memorializing such contribution. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>INCLUSION</u></p> <ul style="list-style-type: none"> Applicant has committed to using good-faith efforts to achieve 17% MBE and 10% WBE utilization goals for construction contracts related to the Project consistent with Chapter 324 of the Cincinnati Municipal Code. Applicant will (or will cause the end-user to) adopt hiring policies to ensure at least 25% of any new employees hired are residents of the City and such policies will give preference to residents of the City. Applicant has participated, is participating, or will participate in the City's program advancing minority development professionals. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>COMMUNITY OUTREACH</u></p> <ul style="list-style-type: none"> Applicant has engaged all necessary stakeholders in the community in an open and public process, as early as feasible. DCED can provide information regarding best practices upon an applicant's request. In the interest of mitigating displacement directly associated with the Project, Applicant has engaged any and all tenants, businesses, and persons that as a direct result of the Project may be entitled to relocation benefits pursuant to Chapter 740 of the Cincinnati Municipal Code. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>LIVING WAGES</u></p> <ul style="list-style-type: none"> Applicant has committed that all jobs created by the Project (during construction and after) will comply with the City's Living Wage Policy. Applicant has represented that it will engage a partner in the Labor community on construction of the Project to ensure good wages and career training. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>JOB CREATION AND RETENTION</u></p> <ul style="list-style-type: none"> Project will create and/or retain significant jobs and payroll. Project will create and/or retain small/neighborhood business jobs and payroll. Project will create and/or retain more than 10 jobs per acre. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<p><u>PLACE-BASED INVESTMENT</u></p> <ul style="list-style-type: none"> Project is located in a Federally designated NRSA and/or Opportunity Zone. Project is located within 1/2 mile of a Neighborhood Business District. Project is located along a transit corridor. Project encourages traditional compact, walkable neighborhood development. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> Project is placed within a federally designated Hub Zone. 			
<p><u>HISTORIC PRESERVATION</u></p> <ul style="list-style-type: none"> Project will directly lead to the preservation of a historic structure. Project will create increased market activity and investment that will support and encourage preservation of proximate historic structures. 	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p><u>TRANSFORMATIVE PROJECT</u></p> <ul style="list-style-type: none"> Project fills a neighborhood need and/or adds a new community asset (i.e. retail, commercial, grocery, housing). Project saves or preserves existing community asset. Project creates or enhances a public space to be utilized by the community. Project creates/repairs City infrastructure. Project is within a "Targeted Neighborhood" as defined in Ordinance No. 275-2017, as amended. Project is a "Catalytic Project" as defined in Ordinance No. 275-2017, as amended. 	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

This Priorities Rubric is intended to be utilized as a starting point for discussions of certain public benefits created by applicable projects, and is not intended to prevent or discourage the City Administration from presenting projects for Council consideration that do not meet the criteria listed herein. Acknowledging that projects may have benefits that are not captured in the criteria set forth in this Priorities Rubric, Council encourages the City Administration to bring forth all worthy projects.

EMERGENCY

City of Cincinnati

KMG

AWG

An Ordinance No. _____

- 2022

AUTHORIZING the City Manager to execute a *Development Agreement* with 7 West 7th Property LLC, pertaining to the development and construction of residential rental units on floors 8-21 of the building on property located at 7 W. 7th Street in the Central Business District of Cincinnati, and providing for City assistance to the project in the form of a rebate of a portion of the service payments in lieu of taxes imposed in connection with a proposed 30-year property tax exemption for improvements pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such tax exemption.

WHEREAS, 7 West 7th Property LLC (“Developer”) desires to enter into a *Development Agreement* with the City of Cincinnati (the “Development Agreement”) pertaining to the development of floors 8-21 of the building on property located at 7 W. 7th Street in Cincinnati (the “Project Site”), which development will be comprised of approximately 338 residential rental units, which could be reduced in the event that Developer decides to construct office space at the Project Site, at an estimated aggregate project development cost of \$72,800,000 (the “Project”); and

WHEREAS, Developer anticipates that the Project will result in (i) the creation of approximately 11 full-time permanent employees with an annual payroll of approximately \$702,000, and (ii) the creation of approximately 500 full-time temporary employees with an estimated total payroll of \$10,000,000 during the construction period; and

WHEREAS, the City’s Department of Community and Economic Development has recommended a 30-year real property tax exemption for the Project pursuant to Ohio Revised Code Section 5709.41, subject to the passage by Council of a separate ordinance authorizing such exemption (the “Project TIF” and the “TIF Ordinance,” as applicable); and

WHEREAS, in order to create the Project TIF, the City must have held fee title to the Project Site prior to the enactment of the TIF Ordinance; therefore, pursuant to the Development Agreement: (i) Developer will first sell and convey (or cause to be sold and conveyed) the Project Site to the City for \$1.00; and (ii) immediately thereafter, the City will reconvey the Project Site to Developer for \$1.00; and

WHEREAS, upon passage of the TIF Ordinance, Developer desires to enter into a *Service Agreement* with the City, in substantially the form attached as an exhibit to the Development Agreement, pursuant to which Developer will make service payments in lieu of real property taxes; and

WHEREAS, the parties anticipate that the service payments in lieu of taxes will be used: (i) to make payments to the Board of Education of the Cincinnati City School District (the “School Board”) under the City’s *Tax Incentive Agreement* with the School Board effective as of

April 28, 2020; (ii) for the City to maintain and operate the streetcar; (iii) to pay certain administration fees to the Hamilton County, Ohio Auditor and the City; (iv) to make certain rebate payments to Developer with respect to the Project; and (v) by the City to support urban redevelopment purposes, in each case in the manner and in the respective amounts set forth in the Development Agreement; and

WHEREAS, the City has determined that it is in the best interest of the City to rebate the aforementioned portion of the service payments to Developer because the City will receive substantial economic and non-economic benefits from the Project in that the Project will create jobs, stimulate economic growth in the City's Central Business District, increase the City's housing stock, and enable the Project Site to be put to its highest and best use, all for the benefit of the people of the City; and

WHEREAS, the Project Site is located in the "District 3 – Downtown/OTR West District Incentive District" TIF district; and

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

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

WHEREAS, the City believes that the Project will promote urban redevelopment in the Central Business District of Cincinnati, is in the vital and best interests of the City and the health, safety, and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements; and

WHEREAS, the City Planning Commission approved the City's acquisition and reconveyance of the Project Site at its meeting on November 5, 2021; now, therefore,

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

Section 1. That the City Manager is hereby authorized to execute a *Development Agreement* with 7 West 7th Property LLC ("Developer"), in substantially the form attached as Attachment A to this ordinance (the "Development Agreement"), pertaining to the development on floors 8-21 of the building on property located at 7 W. 7th Street in Cincinnati (the "Project Site"), which development will consist of approximately 338 residential rental units, which

could be reduced in the event that Developer decides to construct office space at the Project Site (the “Project”), at an estimated aggregate Project development cost of \$72,800,000.

Section 2. That, pursuant to the Development Agreement, Council (i) finds that the City is engaging in urban redevelopment; and (ii) authorizes the City to accept title to the Project Site and to promptly thereafter reconvey the same to Developer, in each instance for \$1.00, in order to facilitate the subsequent creation of a real property tax exemption for the Project Site under Ohio Revised Code Section 5709.41.

Section 3. That Council authorizes the appropriate City officials to take all necessary and proper actions to fulfill the terms of this ordinance, the Development Agreement, any and all Project-related documents described in the Development Agreement, and all ancillary agreements, amendments, property deeds, plats, and other documents to create new encumbrances and release existing encumbrances on the title to the Project Site, all as deemed necessary or appropriate by the City Manager.

Section 4. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to enable the parties to execute the Development Agreement as soon as possible so that Developer can promptly acquire the Project Site, thereby creating a significant economic benefit and enhancement to the City at the earliest possible time.

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A

Contract No: _____

DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI,
an Ohio municipal corporation

and

7 WEST 7TH PROPERTY LLC,
an Ohio limited liability company

Project Name: Macy's HQ Redevelopment

Dated: _____, 202__

DEVELOPMENT AGREEMENT
(Macy's HQ Redevelopment)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **7 WEST 7TH PROPERTY LLC**, an Ohio limited liability company, 150 E. Fourth Street, 4th Floor, Cincinnati, Ohio 45202 ("**Developer**"), an affiliate of Victrix Investments LLC, a Delaware limited liability company ("**Victrix**").

Recitals:

A. Developer is under contract to purchase and develop a portion of the real property located at 7 W. 7th Street in the Central Business District of Cincinnati, which site consists of floors 8-21 of a skyscraper previously occupied as the corporate headquarters of Macy's Corporate Services, Inc., which property is depicted and more particularly described on Exhibit A (*Site Plan; Legal Description*) hereto (the "**Property**").

B. Developer desires to renovate the Property into approximately 338 residential rental units, which could be reduced in the event that Developer desires to construct office space in the Property, at an estimated total project cost (including hard construction costs and soft costs) of approximately \$72,800,000, as described more particularly on Exhibit B (*Scope of Work, Budget, and Source of Funds*) hereto (the "**Project**").

C. The Project is expected to commence construction by April 1, 2023 (the "**Commencement Deadline**"), and be substantially completed by March 31, 2025 (the "**Completion Deadline**"). Developer has estimated that the Project will result in approximately 500 full-time temporary construction jobs with a total payroll of \$10,000,000, together with approximately 11 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$702,000.

D. In furtherance of the City's urban redevelopment goals, the City intends to provide an incentive to facilitate the creation of housing units and jobs within the City limits. Namely, the City intends to exempt improvements to the Property from real estate taxation under Section 5709.41 of the Ohio Revised Code for 30 years by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively), whereby (a) Developer will pay (or cause to be paid) statutory service payments ("**Service Payments**") to the Hamilton County Treasurer, pursuant to a service agreement to be entered into by and between the City and Developer following the Effective Date, which shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"), in the same manner and amount as real property taxes on the Property would be paid had the project-based TIF Exemption not been established, and (b) the Service Payments, less applicable Hamilton County Auditor fees, will be distributed by the Hamilton County Treasurer to the City and placed in Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Cincinnati City Council Ord. No. 217-2015.

E. City Council passed Motion No. 201401368 on November 19, 2014 and Motion No. 201501592 on December 16, 2015 (collectively, the "**VTICA Motions**"), which VTICA Motions (i) direct the Department of Community and Economic Development ("**DCED**") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("**VTICA**") to be a major factor in its analysis of the appropriateness of providing tax incentives to developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement is the threshold for whether such a contribution is to be considered by DCED. Developer is willing to make a VTICA in an amount equal to 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement in each year of the TIF Exemption (the "**VTICA Contribution**"). To facilitate the VTICA Contribution in as convenient a manner as possible, the City will withhold the VTICA Contribution from the Service Payments and direct them appropriately in accordance with this Agreement.

F. Prior to any rebate of Service Payments to Developer as described herein, (i) a portion of the applicable Service Payments will be retained by the Hamilton County, Ohio Auditor as a fee, (ii) 33% of the applicable Service Payment will be paid to the Board of Education of the Cincinnati City School District (the "**School Board**") to satisfy the City's obligations with respect to the Project under that certain *Tax Incentive Agreement* by and between the City and the School Board effective as of April 28, 2020, as the same may be hereafter amended, modified, and restated, (iii) the City will retain the fees described in Section 11(B) of this Agreement, and (iv) the City will retain the VTICA Contribution. The proceeds of any Service Payment actually received by the City with respect to the Property, net of the payments described in clauses (i) through (iv), are referred to in this Agreement as the "**Excess Service Payments**". Subject to the terms and conditions of this Agreement, (i) during years 1 through 25 of the TIF Exemption, the City will provide a rebate to Developer of 100% of the Excess Service Payments to Developer and (ii) during years 26 through 30, the City will retain all Excess Service Payments. Any Excess Service Payments retained by the City pursuant to the terms of the Project Documents (as defined below) (the "**Residual Service Payments**") may be used for certain urban redevelopment purposes as established in the TIF Ordinance and in accordance with State law.

G. In order to create a project-based TIF Exemption for the Project under Section 5709.41 of the Ohio Revised Code, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey or cause to be conveyed fee title to the Property to the City for \$1.00 at Closing (as defined below), and the City will immediately re-convey the Property to Developer thereafter for \$1.00, in each case on, and subject to, the terms of this Agreement.

H. The City has determined that re-conveying the Property to Developer for \$1.00 is appropriate because the City will receive the Property for the same amount, and the conveyance of the Property back to Developer is necessary to facilitate the Project.

I. The City has determined that eliminating competitive bidding in connection with the re-conveyance of the Property to Developer is appropriate because the Property is under contract to be acquired by Developer and Developer's willingness to initially convey the Property to the City is contingent upon the City's agreement to promptly re-convey the Property to Developer and to no other party.

J. The Property is currently included in the tax increment financing district known as District 3 – Downtown/OTR West District Incentive District (the "**OTR West TIF District**"). The City will "layer" the exemption provided pursuant to the TIF Ordinance over the OTR West TIF District, as it does not intend to remove the Property from the OTR West TIF District, provided, however, that should it become necessary to remove the Property from the OTR West TIF District in order to effect the TIF Exemption, the City is willing to remove the Property from the OTR West TIF District since the Property is not contributing to the OTR West TIF District.

K. As used herein, the term "**Project Documents**" means, collectively, this Agreement, the Service Agreement, the Completion Guaranties (as defined below), the Indemnity Agreement (as defined below), the Restrictive Covenant (as defined below), and any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer or a Guarantor (as defined below), on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

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

M. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial

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assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

N. The City, upon recommendation of DCED, believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements and for this reason the City desires to facilitate the Project by providing the Rebate Payments (as defined below) as described herein and in the Service Agreement.

O. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the conveyances described in this Agreement at its meeting on November 5, 2021.

P. The execution of this Agreement and the other Project Documents, as applicable, was authorized by City Council by Ordinance No. [____], passed by City Council on [____] (the "Authorizing Date"). Notwithstanding anything to the contrary in this Agreement, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

1. DUE DILIGENCE INVESTIGATIONS.

(A) Developer's Delivery of Due Diligence Materials to the City. Following the Effective Date and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City the following items:

- (i) *Title:* A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan showing the proposed location of the Project and approved by DCED;
- (iv) *Appraisal:* A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedules:* A detailed construction timeline showing significant construction milestones for the Project;
- (vi) *Budget:* A detailed and updated development budget for the Project (for the avoidance of doubt, the parties acknowledge that the initial budget supplied to the City by the Developer was prepared during the COVID-19 pandemic, which is making estimation of construction costs particularly difficult, and the final budget delivered pursuant to this Section may contain significant differences in costs for the scope anticipated);
- (vii) *Guaranteed Maximum Price Contract:* A fully executed Guaranteed Maximum Price contract sufficient to complete construction of the Project;
- (viii) *Building Permit & Zoning Approvals:* evidence that Developer has obtained all building permits issued by the City's Department of Buildings and Inspections for the construction of the Project, including any and all zoning approvals that may be required;
- (ix) *Guaranty:* Evidence satisfactory to the City that the Guarantors (as defined below) have sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranties or the Indemnity Agreement, in accordance with the terms thereof; and
- (x) *Environmental:* A copy of whatever environmental reports Developer may obtain or cause to be created in connection with the Project, including, at a minimum, in addition to the Phase I environmental site assessments Developer has provided,

such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and

- (xi) *Financing*: Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project, including, without limitation, pursuant to the Guaranteed Maximum Price contract.
- (xii) *Port Authority Documents*: Such other information and documentation as may be obtained by Developer from the Port Authority (as defined below) and/or as required by the Port Authority.

(B) Copies of Due Diligence Materials to be Provided to City. Without limitation of Developer's other obligations under this Agreement, prior to Closing and as such reports and materials are obtained by Developer, Developer, at no cost to the City, and upon request, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project.

(C) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered (or caused to be delivered) to the City shall be recent (*i.e.*, prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City or such longer period of time as the City may, in its sole discretion, deem reasonable) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, the parties may conduct whatever additional investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, any party reasonably determines that any part of the Project is not feasible, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder except as may expressly survive termination. Notwithstanding Section 7 hereof, unless otherwise directed by the DCED Director, Developer shall deliver (or cause to be delivered) all due diligence materials to be provided to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(C) shall automatically terminate and thereafter shall be null and void.

(D) Contingency for Developer's Acquisition of the Property and Delivery of Proof of Financing. Developer hereby represents that it has entered into a [*Purchase and Sale Agreement*], effective on or about December 3, 2021 (the "**PSA**"), with Macy's Corporate Services, LLC, an Ohio limited liability company ("**Seller**"), pursuant to which Developer intends to obtain fee title to the Property. Prior to Developer's acquisition of the Property, Developer shall deliver to the City proof of financing sufficient to complete construction of the Project, as determined by the City in its sole and absolute discretion. In the event that (i) Developer does not deliver satisfactory proof of financing as contemplated pursuant to this Section, (ii) Developer does not acquire title to the Property by April 30, 2022, or (iii) Developer's ability to acquire the Property from Seller expires or is otherwise terminated pursuant to the terms of the PSA, then, notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder. The termination rights under this Section 1(D) shall automatically terminate upon the later of (x) the acquisition of the Property by or on behalf of Developer and (y) delivery of Developer's proof of financing for construction of the Project, as deemed satisfactory by the City in its sole and absolute discretion.

2. CLOSING.

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(A) Closing Date. The closing of the transactions described in this Section 2 (the “**Closing**”) is anticipated to take place on [____], or such other date as the parties may agree upon (the “**Closing Date**”); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties' satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) Initial Conveyance. On the Closing Date, Developer shall transfer or cause to be transferred title to the Property to the City for \$1.00 (the “**Initial Conveyance**”) by Quitclaim Deed in substantially the form of Exhibit D-1 (*Form of Quitclaim Deed - Initial Conveyance*) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (e.g., County transfer tax and County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provisions in Sections 3(H) and 5(C) of this Agreement.

(C) City Conveyance. Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer for \$1.00 (the “**City Conveyance**”), by a Quitclaim Deed in substantially the form of Exhibit D-2 (*Form of Quitclaim Deed – City Conveyance*) hereto. Developer shall pay all customary closing costs relating to the City Conveyance (e.g., County transfer tax and County recording fees). The deed effecting the Initial Conveyance shall be recorded prior to the deed effecting the City Conveyance.

(D) Miscellaneous Closing Provisions. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed related to the Property to the City. There shall be no proration of real estate taxes and assessments at Closing, and it is understood that the City shall in no way be responsible for the payment of any real estate taxes, service payments in lieu of taxes and assessments due or thereafter becoming due. At Closing, the City and Developer shall execute a closing statement, County exempt transfer forms and any and all other customary closing documents that may be deemed necessary for the Closing by the City.

3. COMPLETION OF THE PROJECT.

(A) Preparation of Plans and Specifications. Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibit B, in each case as determined in DCED's judgment, exercised in good faith. The approved plans and specifications for the Project (including any and all changes thereto, subject to the City's review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the “**Final Plans**” with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project. Upon Developer's selection of the bids, Developer shall submit to the City an updated construction budget for the Project.

(C) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City's Department of Buildings and Inspections for construction of the Project and (b) Developer shall commence construction of the Project in accordance with the Final Plans no later than the Commencement Deadline and (ii) complete construction of the {00353859-5}

Project (as evidenced by a certificate of occupancy for the Project) in substantial accordance with the Final Plans, as determined by the City in good faith, no later the Completion Deadline. The foregoing notwithstanding, the City may, upon Developer's written request and at the City's sole discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in six (6) month increments.

(D) Completion Guaranties. On or before Closing, Developer shall cause Anoop Davé and Timothy Gordon, or another person or entity satisfactory to the City in its sole and absolute discretion (collectively, the "Guarantors"), to each execute a *Completion Guaranty* which shall be in substantially the form of Exhibit E (Form of Completion Guaranty) hereto (each a "Completion Guaranty" and collectively, the "Completion Guaranties"). In the event that the TIF Ordinance is presented to City Council and the TIF Ordinance is not approved by City Council, then the Completion Guaranties shall automatically terminate. Furthermore, in the event the City exercises its option to purchase the Property under Section 3(J) hereof, then upon the closing of such purchase, the Completion Guaranties shall also automatically terminate.

(E) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement.

(F) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Property during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(G) Barricade Fees Payable to DOTE. Developer acknowledges that, if applicable, (i) it will be required to obtain a barricade permit and pay barricade fees to the City's Department of Transportation and Engineering ("DOTE") for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(H) Neighborhood Engagement. Prior to the Commencement Deadline, Developer shall attend one meeting with the neighborhood group, Downtown Residents' Council, to engage in discussions and thereafter, Developer shall provide timely notifications to residential neighbors about material activities (i.e., utility service interruptions, sidewalk closures) associated with the Project.

(I) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "pre-existing environmental condition"), and regardless of whether or not such pre-existing environmental condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such pre-existing environmental condition in accordance with applicable laws and regulations, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the City as a result of or arising from any such pre-existing environmental condition.

Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(J) Purchase Option.

(i) Generally. If Developer (a) fails to commence construction of the Project by the Commencement Deadline, inclusive of any extensions approved by the City in accordance with Section 3(C) above, or (b) if the City determines, in its sole and absolute discretion, that the Project is not feasible because Developer has not obtained all financing necessary to complete the Project as of April 1, 2023 (each a "Failure"), then the City shall have the option to, in the City's sole and absolute discretion and exercisable no later than the date that is 365 days after the date that the City has actual knowledge of a Failure, purchase the Property, together with any improvements thereon and appurtenant rights, for the Purchase Price (as defined below), on and subject to the terms of this Section 3(J). If the City determines that a Failure has occurred, the City may elect to exercise its option to purchase the Property, by delivering to Developer a written notice of the occurrence of a Failure and require that the Developer convey the Property to the City or its designee on a specified date in accordance with this Section 3(J) (the "Purchase Notice"). Upon Developer's acquisition of the Property, Developer shall execute a *Restrictive Covenant* substantially in the form of Exhibit F (Form of Restrictive Covenant) hereto (the "Restrictive Covenant"), which reflects the City's purchase option for the Property pursuant to this Section 3(J). This provision shall remain executory until Developer commences construction of the Project, as evidenced by both (1) the City's Department of Buildings and Inspections issuing the primary building permit for the Project, and (2) commencement of on-site construction of the Project and Developer's delivery to the City of the recorded notice of commencement for the Project within the meaning of Ohio Revised Code Section 1311.04. Upon written request by Developer following the expiration or termination of the City's rights with respect to the Property under this Section 3(J), the City agrees that it shall promptly execute and deliver to Developer a document in recordable form releasing its purchase option hereunder. Exercise of the City's option to purchase shall in no way limit the City's right to avail itself of any remedies it may have pursuant to this Agreement or otherwise.

(ii) Exercise of Option to Purchase. The closing of the conveyance of the Property shall take place on the date designated in the Purchase Notice, which date will be at least ten (10) business days after the date of the Purchase Notice. Developer shall pay all closing costs associated with such conveyance. All real estate taxes and assessments shall be prorated as of the date of the closing. At the closing, Developer shall convey marketable title to the Property, to the City by limited warranty deed, free and clear of all liens and encumbrances, except for those encumbrances that Developer, in good faith, established as part of the anticipated development of the Project and which do not materially impair the City's rights or interests under this Section 3(J). If requested by Developer, the City will direct the Purchase Price to the mortgagee with respect to the Mortgage (as defined below). It is expressly acknowledged that if the Purchase Price is insufficient to pay off the Mortgage in full, Developer will be solely responsible for discharging any excess obligations on the Mortgage, over and above the Purchase Price and causing the Mortgage, together with any other mortgages, liens or other encumbrances not permitted by this clause (ii), to be released of record at or before the closing of the conveyance of the Property pursuant to this Section 3(J). As used herein, the term "**Mortgage**" means a mortgage loan from a lending or other financial institution with respect to which financing is provided for the Project.

(iii) Inspection; Assignment. Without in any way limiting any other rights the City has under this Agreement to inspect the Property or any of the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise, Developer hereby agrees that the City and its designees may enter upon the Property to conduct reasonable due diligence regarding the condition of the Property at reasonable times following delivery of the Purchase Notice in connection with the exercise of the purchase option hereunder by the City or its designee. For the avoidance of doubt, Developer expressly agrees that the City may assign its rights under this Section 3(J) to any other party, in the City's sole and absolute discretion.

(iv) Purchase Price. The term "**Purchase Price**" means: \$10,000,000 plus actual, documented out-of-pocket soft and hard construction costs related to Developer's demolition work prior to commencement of construction of the Project incurred on and after the Authorizing Date (such soft costs

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not to exceed 20% of the total demolition cost), as itemized on Exhibit B and such amount not to exceed \$1,750,000, *provided however*, this amount shall increase on the one-year anniversary of Developer's acquisition of the Property and each year thereafter by 3% per annum.

4. CITY ASSISTANCE.

(A) Service Payment Rebate. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than Excess Service Payments as described in Recital F of this Agreement, and shall apply Excess Service Payments with respect to years 1 through 25 of the TIF Exemption by remitting 100% of such Excess Service Payments to Developer (the "**Rebate Payments**"). With respect to years 26 through 30 of the TIF Exemption, the City will retain 100% of those Excess Service Payments and Developer acknowledges and agrees it is in no event entitled to any portion of the Excess Service Payments with respect to such years of the TIF Exemption. Developer acknowledges and agrees for years 1-25 of the TIF Exemption, the Rebate Payments will not exceed 52% of the Service Payments. The Residual Service Payments may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement. Developer acknowledges and agrees that (i) Developer will not receive any Rebate Payments other than with respect to Excess Service Payments for years falling within the applicable period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (ii) notwithstanding anything to the contrary in this Agreement or any other Project Document, (a) Developer shall have no right or standing to dispute or contest the City's use of the Residual Service Payments, and Developer hereby expressly waives any such right or standing, (b) as it respects Developer, the City may use the Residual Service Payments in any manner whatsoever, and (c) as it respects Developer, any description of what the City may or may not do with the Residual Service Payments, including any description in this Agreement and the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) No Other City Assistance. Except for the City's agreement to provide the Rebate Payments as described in this Agreement and the Service Agreement (as applicable), the City shall not be responsible for any costs associated with the Project and Developer agrees that it shall not request or expect to receive any additional funding, real estate tax abatements, or income tax credits or other financial assistance from the City in connection with the Project in the future, either for itself, for the benefit of the tenants or other occupants of the Property or for the benefit of any other third-party.

5. INSURANCE; INDEMNITY.

(A) Insurance during Construction. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the

City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

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

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, (i) Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims (as defined below) suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project, and (ii) Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims as a result of or arising from the City's involvement in the Initial Conveyance and the City Conveyance, including the City's ownership of the Property during the period between the Initial Conveyance and the City Conveyance. Further, Developer shall cause the Guarantors to execute an Indemnity Agreement in a form acceptable to the City prior to Closing (the "**Indemnity Agreement**") whereby each Guarantor agrees to defend, indemnify and hold the Indemnified Parties harmless with respect to Claims described in the preceding clause (ii). The obligations of Developer under this paragraph shall survive termination of the Agreement with respect to Claims suffered, incurred, asserted or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

6. DEFAULT; REMEDIES.

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

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of Developer or the death of a Guarantor (during the term of the applicable Completion Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or a Guarantor (during the term of the applicable Completion Guaranty), or the making by Developer or a Guarantor (during the term of the applicable Completion Guaranty) of an assignment for the benefit of creditors; provided, however, that if the event of default is solely because of the death of a Guarantor, such death shall not be an event of default hereunder if the Developer is able to provide a substitute Guarantor satisfactory to the City, within thirty (30) days of the death in question (it being understood that if such Guarantor is acceptable to the construction lender for the Project as a substitute completion guarantor under the lender's completion guaranty, such successor will be acceptable to the City hereunder); or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer or a Guarantor (during the term of the applicable Completion Guaranty), the appointment of a receiver (temporary or permanent) for any such entity or person, the attachment of, levy upon, or seizure by legal process of any property of any such entity or person, or the insolvency of any such entity or person, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document (provided that a failure of a Guarantor to perform under the applicable Completion Guaranty or the Indemnity Agreement shall be deemed a failure of Developer to perform under this Agreement), and failure by the defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the "Cure Period"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after the defaulting party's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if the defaulting party fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "Specified Default" means the occurrence of any of the following:

- (a) Payment Default. Any Service Payment is not made when due under the Service Agreement, subject to the 5-day Cure Period described above (a "Payment Default"). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to make Rebate Payments.
- (b) Development Default. Developer (1) fails to comply with Section 3 of this Agreement or (2) abandons the Project, including without limitation the Project is vacated, demolished, and/or abandoned.
- (c) Misrepresentation. Any representation, warranty or certification of Developer or the Guarantors made in connection with this Agreement or any other Project Document, shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement with respect to a defaulting party by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, (iii) withhold Rebate Payments until such default or defaults are cured (it being acknowledged and agreed by Developer that any Rebate Payments withheld by the City pursuant to this clause for a period longer than 12 months shall be deemed forfeit by Developer and the City shall be entitled to retain such Service Payments and to treat them as Residual Service Payments with respect to which Developer has no right or interest), (iv) exercise or assign to another entity for the exercise of the purchase option contemplated in Section 3(J), to the extent still applicable, and (v) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

7. NOTICES. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:
City Manager
City of Cincinnati
801 Plum Street
Cincinnati, OH 45202

To Developer:
7 West 7th Property LLC
c/o Victrix Investments LLC
441 Lexington Avenue, 9th Floor
New York, New York 10017
Attn: Anoop Davé, CEO and Timothy
Gordon, President

With a copy to:

Director, Dept. of Community and
Economic Development
City of Cincinnati
805 Central Avenue, Suite 700
Cincinnati, OH 45202

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Developer makes the following representations, warranties and covenants to the City as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement or any other Project Document to which it is a party.

(B) Developer has full power and authority to execute and deliver this Agreement and every other Project Document to which it is a party or will be a party and to carry out the transactions provided for herein and therein. This Agreement and each other Project Document to which Developer is a party has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement and the other Project Documents to which Developer is a party, when executed and delivered, valid and binding obligations of Developer.

(C) The execution, delivery and performance by Developer of this Agreement and each other Project Document to which it is a party and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing in any manner relevant to the transactions contemplated by this Agreement or which may in any way affect Developer's ability to perform its obligations under this Agreement or the other Project Documents.

(D) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

(E) Developer shall give prompt notice in writing to the City of the occurrence or existence, during the TIF Exemption, of any litigation, labor dispute or governmental proceeding or investigation affecting it that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

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(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer, the financial assets of Guarantors, or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

(G) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Developer's knowledge neither it nor any of its affiliates are in breach of any of its obligations to the City under any existing agreements with the City nor does it nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

9. REPORTING REQUIREMENTS.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports, but no more frequently than twice in one calendar year (except as provided in the following sentence). Upon the occurrence of (i) an event that with the passage of time and the giving of notice constitutes an event of default or (ii) an active event of default, the City may audit and inspect the Developer's Records and Reports as frequently as the City requests to do so, in its sole and absolute discretion. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer shall provide an annual report, in a form specified by DCED from time to time, regarding total real property, personal property, and employment, including jobs created and retained, at the Property.

10. GENERAL PROVISIONS.

(A) Assignment; Change of Control.

(i) Developer shall not, without the prior written consent of the City Manager, (a) assign its rights or interests under this Agreement, or (b) permit a Change of Control (as defined below); *provided, however* that the City hereby consents to Developer's collateral assignment of its rights under this Agreement to the lender(s) that are providing financing to Developer for the Project (including any mezzanine lender pledges).

(ii) Solely for the purposes of this Section 10(A), "**Change of Control**" means a change in the ownership of Developer such that Victrix or any entity directly or indirectly controlled by, or under common control with, Victrix has less than a 50.1% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

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(iii) Notwithstanding clauses (i) and (ii) above, after the date of completion of construction of the Project, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control only if (a) the proposed transfer is prohibited by applicable law or (b) the proposed transferee is, in the City's reasonable judgment, not capable of performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Manager shall have 30 business days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the "**City Manager Review Period**") to determine whether he or she intends to consent thereto. The City Manager shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the "**Rejection Notice**"), within the City Manager Review Period. In the event the City Manager fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. In the aforementioned notice of the proposed assignment or Change of Control, the Developer may also, with the City's consent, substitute an indemnitor in the stead of Guarantors, and the City will, in accordance with the same process for approving or disapproving the Change of Control specified in this clause (iii), either approve or disapprove such proposed substitution; *provided, however* that the City may, in good faith, withhold consent to such proposed substitution only if (I) the proposed substitution is prohibited by applicable law, (II) the City has withheld its consent to the proposed Change of Control in accordance with this Agreement, or (III) the proposed indemnitor is, in the City's reasonable judgment, not capable of performing the obligations under the Indemnity Agreement, which judgment shall exclusively be based on (x) the factors enumerated in clause (b)(2) of this clause (iii) with respect to the proposed indemnitor, and (y) an assessment of the proposed indemnitor's assets and liabilities. If the City consents (or is deemed to have consented pursuant to this Agreement) to such substitution, the City shall take such steps as are reasonably necessary to effect such substitution.

(B) Entire Agreement; Conflicting Provisions. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the parties.

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

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

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

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

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(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(K) No Brokers. Developer represents to the City that Developer has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the City as a result of the parties' execution of this Agreement.

(L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity, and likewise, none of the representations, warranties, covenants, agreements or obligations made by Developer herein shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Developer in other than his or her official capacity.

(M) Applicable Laws. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on Exhibit G (Additional Requirements) hereto which are applicable to the Project.

(N) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(O) Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement and shall not be required to provide the Rebate Payments described in this Agreement if for any reason City Council does not pass any and all necessary legislation for the Project, including, without limitation, the TIF Ordinance. If all necessary legislative authorizations are not obtained, the City may terminate this Agreement by giving written notice thereof to Developer, whereupon neither party shall thereafter have any rights or obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by December 31, 2023.

(P) Transfer of fee title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale and leaseback arrangement with respect to the Property (the "**Port Authority Arrangement**") in which fee title to the Property is held by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"); *provided, however*, that (a) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of agreements for the Port Authority Arrangement, at least 10 business days prior to any conveyance of the Property to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest to the Port Authority, in the manner, and subject to the terms

described, above. It is also understood and agreed that the Port Authority may convey interest back to Developer pursuant to the terms contained in the Port Authority Arrangement.

(Q) Recognition of City Support. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media) relating to the Project. In identifying the City as a Project partner, Developer shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

(R) TIF Backed Bonds. Developer acknowledges and agrees that in the event that Developer decides to pursue bond financing backed by the Rebate Payments, then an amendment to this Agreement and additional legislation is necessary prior to the City agreeing to such use of the Rebate Payments. Such bonds would contain customary provisions used by the City in other tax increment bond financings issued through the Port Authority, including but not limited to provisions providing for the payment from bond proceeds of the costs of City's outside counsel employed in connection with any such issuance. Subject to such future approvals, such bond financing would likely entail a pledge by the City of the Rebate Payments actually received by the City (i.e. a pledge of the Rebate Payments that would have otherwise gone to the Developer under this Agreement) towards bonds that would be issued by the Port Authority and the proceeds of which would be used for the purpose of constructing the Project. The parties acknowledge that modifications to the Service Agreement may also be necessary to allow for the issuance and sale of any TIF backed bonds and agree to work in good faith to make any necessary modifications to the Service Agreement.

11. FEES AND EXPENSES.

(A) Initial Administrative Fee. Prior to the execution of this Agreement, Developer paid a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the prior calendar year, and (ii) the documented, reasonable out-of-pocket fees, costs, charges and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the Rebate Payments permanently cease to be payable in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the making of Rebate Payments shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

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

- Exhibit A - *Site Plan; Legal Description*
- Exhibit B - *Scope of Work, Budget and Source of Funds*
- Exhibit C - *Form of Service Agreement*
- Exhibit D-1 - *Form of Quitclaim Deed - Initial Conveyance*
- Exhibit D-2 - *Form of Quitclaim Deed - City Conveyance*
- Exhibit E - *Form of Completion Guaranty*
- Exhibit F - *Form of Restrictive Covenant*

Exhibit G - *Additional Requirements* (incl. Addendum I - Prevailing Wage Determination)

SIGNATURES ON FOLLOWING PAGE

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

7 WEST 7TH PROPERTY LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 202__

CITY OF CINCINNATI

By: _____
John P. Curp, Interim City Manager

Date: _____, 202__

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

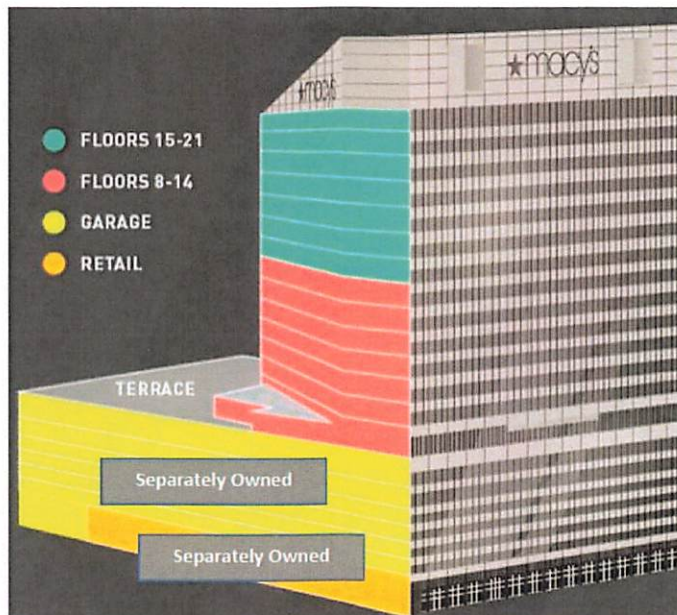
By: _____
Karen Alder, City Finance Director

EXHIBIT A

to Development Agreement

SITE PLAN; LEGAL DESCRIPTION

Site Plan



Legal Description

LEGAL DESCRIPTION:

SITUATED IN SECTION 18, TOWN 4, FRACTIONAL RANGE 1, BTM, AND IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING ALL OF LOT 2 OF SEVEN WEST SEVENTH SUBDIVISION, AS SET FORTH ON THE RECORD PLAT RECORDED IN PLAT BOOK 463, PAGE 65 OF THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

Address: 7 W. 7th Street, Cincinnati, Ohio 45202
Parcel No.: 077-0002-0301-00

EXHIBIT B

to Development Agreement

SCOPE OF WORK, BUDGET, AND SOURCE OF FUNDS

I. **SCOPE OF WORK**

Developer will redevelop 7 W. 7th Street, the former global headquarters of Macy's into a Class-A apartment community consisting approximately 338 apartments on floors 8 through 21, including a 19,100 square foot outdoor terrace on floor 8. Based on market demand, there is potential for the top two floors being redeveloped into penthouse(s), and/or office space.

II. **BUDGET, SOURCES & USES**

a. Sources of Funds

Bank Loan	\$42,100,000
Developer Equity	\$30,700,000
TOTAL SOURCES	\$72,800,000

b. Uses of Funds

ITEM	COST
ACQUISITION	
Land Acquisition	\$10,000,000
Transaction Cost	\$750,000
Demolition (Demolition work prior to commencement of construction)	\$1,750,000
HARD COSTS	
Appliances	\$2,000,000
Carpentry	\$10,000,000
Electrical	\$7,000,000
Elevator	\$600,000
Exterior/Roof	\$1,000,000
HVAC	\$11,000,000
Plumbing	\$7,500,000
Windows	\$250,000
General Conditions	\$2,500,000
GC Fee	\$1,500,000
Other Hard Costs	\$1,350,000
SOFT COSTS	
Architect & Engineering	\$2,000,000
Amenities	\$1,500,000
FF&E	\$1,000,000

Zoning	\$500,000
Permits	\$500,000
Marketing	\$200,000
Operating Carry	\$4,000,000
Financing Costs	\$1,000,000
CONTINGENCIES	
Hard+Soft Cost Contingency	\$2,770,000
RESERVES	
Interest Reserve	\$2,130,000
TOTAL DEVELOPMENT COST	\$72,800,000

- If the Rebate Payment structure is converted into a TIF backed bond structure as contemplated under Section 10(R) of the Development Agreement, this sources and uses will be modified to include the TIF backed bonds as a Source of Funds and accordingly change the Bank Loan and Developer Equity components.

EXHIBIT C
to Development Agreement
FORM OF SERVICE AGREEMENT

----- space above for Hamilton County Recorder -----

Contract No. _____

SERVICE AGREEMENT
(Macy's HQ Redevelopment)

This Service Agreement ("**Agreement**") is made and entered into as of the _____ day of _____, 202__ (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **7 WEST 7TH PROPERTY LLC**, an Ohio limited liability company, having an address of [____], Cincinnati, Ohio 452[] ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at floors 8-21 at 7 W. 7th Street, Cincinnati, Ohio 45202, as described more fully in Exhibit A (*Legal Description*) hereto (the "**Property**").

B. As described in the *Development Agreement* between the City and Owner dated [____], 202[] (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. [____], passed by Cincinnati City Council on [____] (the "**TIF Ordinance**"), the City has established a so-called project-based TIF Exemption for the Property under Section 5709.41, Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increased value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that

would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted ("**Service Payments**").

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District ("**Board of Education**") has, by resolution adopted on April 27, 2020, and by a *Tax Incentive Agreement* with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the "**School Board Payments**").

G. As provided in the Development Agreement, the City intends to use the Service Payments to (i) pay any fees due to the Hamilton County Auditor with respect to the Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) retain the VTICA Contribution, (v) provide Owner with certain Rebate Payments to promote the economic viability of the Project and thereby contributing to the urban redevelopment of Central Business District, (vi) retain the Residual Service Payments to further urban redevelopment throughout the corporate boundaries of the City of Cincinnati and (vii) support such urban redevelopment purposes as are provided in the Development Agreement and the TIF Ordinance, in each case in the amounts identified herein and subject to the terms hereof.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.41, et seq. and shall define the respective rights and obligations of Owner and the City with respect to the Service Payments.

I. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **COMPLETION OF PROJECT.** Owner shall cause the Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Service Payments as required hereunder. Owner shall use, develop, and redevelop the Project in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement in all respects.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. **Declaration that Exempt Improvements are a Public Purpose.** The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the assessed value of the improvements (as defined in ORC Chapter 5709.41) to the Property, including the Project (collectively, the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years for a period currently expected to commence in tax year 2025, subject to the terms of the TIF Ordinance (the "**Exemption Period**").

B. **Commencement of Service Payments.** Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor's tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2025, Owner's first semi-annual tax payment will be for the tax bill for the First Half 2025, which will become due and payable to the County Treasurer on or about January 2026.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a "**Service Payment Date**"). Owner shall continue to make Service

Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

C. Amount of Service Payments. Each semi-annual Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half (½) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. However, if after the first semi-annual Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Service Payment shall be adjusted accordingly. The Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the date any Service Payment is due, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand; provided, however, that nothing in this sentence shall be construed to require the City to repay to Owner any amount that would reduce the total payments in any year to an amount less than the Service Payments required to be paid in that year.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid when due under this Agreement, then, in addition to Hamilton County's late fee or delinquency charge, if any, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Service Payment required hereunder, Owner shall pay, in addition to the Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including without limitation attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of Service Payments may, among other things, result in delays in the City's ability to timely make Rebate Payments.

3. APPLICATION OF SERVICE PAYMENTS.

A. Rebate Payments. Rebate Payments shall be made in the amounts described in, and subject to all terms and conditions of, the Development Agreement.

B. Timing of Rebate Payments. Rebate Payments shall be made at the times described in the Development Agreement.

C. Change in Use; Subdivision or Ownership by Multiple Legal Entities.

(i) Change in Use. Notwithstanding the foregoing, and without limiting any of the City's remedies under this Agreement or the Development Agreement, if the Project is no longer to be used for commercial and multi-family residential purposes (unless the City has otherwise agreed in accordance with the terms of this Agreement), the City shall no longer be obligated to make the Rebate Payments and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled.

(ii) Subdivision or Ownership by Multiple Legal Entities. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and

ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably withhold its agreement to such an amendment so long as the proposed amendment is otherwise consistent with this Agreement and the Development Agreement. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices or otherwise negotiate with one "Owner" entity as an agent for others which may succeed to Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

D. No Other Source. The City is in no way obligated under this Agreement or any other Project Document to provide Owner with any funds other than the Rebate Payments, nor is the City in any way obligated to provide the Rebate Payments from any source other than the Service Payments it actually receives in respect of the Exempt Improvements. Owner acknowledges and agrees that if the application of Service Payment proceeds to the Rebate Payments is deemed illegal or impermissible by a court of law following a non-appealable final adjudication thereof (it being agreed by the City that it shall not object to Owner's participation, at Owner's own expense, in any such legal proceedings), the Rebate Payments shall not be made and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled. In such a circumstance, the City shall be under no obligation to provide compensation or reimbursement to Owner for the loss of the Rebate Payments or otherwise make equivalent payments to Owner from alternative sources.

4. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights or priority of the Service Payments with respect to the Property.

5. RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT.

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Property. All instruments of conveyance of the Property or Owner's ownership of the Property (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement.

B. Covenants Running with the Land. The obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and shall be binding and enforceable by the City against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property.

C. Obligations are Absolute and Unconditional. The obligations of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Exempt Improvements; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

6. PAYMENT OF TAXES; CONTESTS.

A. **Payment of Taxes.** With respect to real property taxes that are not exempted under this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement), all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements). The Owner acknowledges that it, and not the City, is responsible for the payment of all utility and other charges incurred in the operation, maintenance, use and occupancy of the Property and Exempt Improvements.

B. **Contests.** Owner, its successors, assigns and transferees hereby agree that, during the term of this Agreement it will not seek any other real property tax exemption for the Exempt Improvements. Nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Service Payments as required by this Agreement.

7. **NOTICES.** All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, OH 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. **COVENANTS AND REPRESENTATIONS.** Owner hereby reaffirms its representations and warranties contained in the Development Agreement and any other Project Documents as of the Effective Date of this Agreement.

9. **EXEMPTION APPLICATION.** Owner shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole discretion) file, in a timely fashion after the Effective Date, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2025 tax year. Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period; *provided, however* that such Service Payments shall only be required during any period of revocation or suspension to the extent (and in the amounts) necessary to cover debt service and other financing costs related to any bonds the City has issued prior to the date of revocation or suspension of the exemption which are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

10. **DEFAULTS AND REMEDIES.** If Owner fails to make any Service Payment when due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosure of the lien created hereby, and (ii) terminating this Agreement without modifying or abrogating Owner's obligation to make Service Payments; *provided, however,* that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during an applicable cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

11. **DURATION OF AGREEMENT.** This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement, shall expire on the later of (i) the day following the date of payment of the final Rebate Payment to be made under the Development Agreement, and (ii) the day following the date of payment of the final Service Payment applicable to the Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

12. **TRUSTEE.** Owner hereby acknowledges and agrees that the City may, following the Effective Date, enter into a trust agreement or other like agreement with a trustee selected by the City for the purposes of carrying out and/or administering some or all of the City's obligations under this Agreement, as determined by the City. If the City generally implements such an arrangement for transactions, such as those contemplated by this Agreement, involving tax increment financing under Ohio Revised Code Section 5709.41 or tax increment financing generally, then Owner agrees to (i) execute such documents or acknowledgments as may be reasonably required in order for the City to procure the services of such trustee, including, if applicable, a trust agreement, and (ii) pay the fees and expenses of the trustee (or, at the City's option, reimburse the City for the fees and expenses of the trustee paid by the City).

13. **GENERAL PROVISIONS.**

A. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. **Captions.** Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. **Governing Law and Choice of Forum.** This Agreement shall be governed by the laws of the State of Ohio and the City of Cincinnati and shall be interpreted and enforced in accordance with the laws of this State and City without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. Additional Documents. The City and Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

G. Exhibit. The following exhibit is attached hereto and made a part hereof:
Exhibit A - Legal Description

SIGNATURES ON FOLLOWING PAGE

This Service Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

7 WEST 7TH PROPERTY LLC

By: _____

Name: _____

Title: _____

Date: _____, 202__

CITY OF CINCINNATI

By: _____

John P. Curp, Interim City Manager

Date: _____, 202__

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

NOTARY BLOCKS ON FOLLOWING PAGE

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ (name), _____ (title) of 7 WEST 7TH PROPERTY LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

This instrument prepared by:
Kaitlyn M. Geiger, Esq.
City of Cincinnati
Office of the City Solicitor
801 Plum Street, Room 214
Cincinnati, OH 45202

**EXHIBIT A
TO
SERVICE AGREEMENT**

LEGAL DESCRIPTION

[INTENTIONALLY OMITTED]

EXHIBIT D-1

to Development Agreement

FORM OF QUITCLAIM DEED – INITIAL CONVEYANCE

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

QUITCLAIM DEED

7 WEST 7TH PROPERTY LLC, an Ohio limited liability company, the address of which is 150 E. Fourth Street, 4th Floor, Cincinnati, Ohio 45202 ("**Grantor**"), for valuable consideration paid, hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation ("**Grantee**"), having an address at 801 Plum Street, Cincinnati, Ohio 45202, all Grantor's right, title and interest in and to the real property described on Exhibit A (*Legal Description*) hereto.

The City's acceptance of the Property was authorized by Ordinance No. ____-2021, passed by City Council on _____, 2021.

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

Executed on _____, 202__.

7 WEST 7TH PROPERTY LLC

By: _____

Name: _____

Title: _____

Date: _____, 202__

NOTARY BLOCK FOLLOWS

Exhibit A to Quitclaim Deed

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT D-2
to Development Agreement

FORM OF QUITCLAIM DEED – CITY CONVEYANCE

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "City"), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **7 WEST 7TH PROPERTY LLC**, an Ohio limited liability company, the address of which is 150 E. Fourth Street, 4th Floor, Cincinnati, Ohio 45202 ("**Grantee**"), all of the City's right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

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

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

Executed on _____, 202__.

CITY OF CINCINNATI

By: _____
John P. Curp, Interim City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, _____ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: Kaitlyn M. Geiger, Esq., City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202

Exhibit A to Quitclaim Deed

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT E
to Development Agreement

FORM OF COMPLETION GUARANTY

SEE ATTACHED

COMPLETION GUARANTY

This Completion Guaranty ("**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by [____], an individual and resident of the State of [____], whose address is [____] ("**Guarantor**") in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. The City and 7 West 7th Property LLC, an Ohio limited liability company ("**Obligor**"), [being an affiliate of Guarantor], are parties to a *Development Agreement* dated [____], 202[____] (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to renovate the Property into approximately 338 residential rental units, which amount could be reduced in the event Obligor desires to construct office space at the Property (as more fully set forth and defined in the Agreement, the "**Project**").

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

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

1. Guaranty.

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

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

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

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

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

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

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

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

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) [has a financial interest in the Project and] is an affiliate of Obligor; (ii) is an individual residing in the State of []; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in

any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

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

6. General Provisions.

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

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

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

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

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

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

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

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

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

(J) TIF Ordinance / Purchase Option Termination. This Guaranty shall automatically terminate (i) in the event that the TIF Ordinance is presented to City Council and City Council does not approve the TIF Ordinance, or (ii) in the event the City exercises its option to purchase the Property under Section 3(J) of the Agreement, then upon the closing of such purchase.

[Signature Page Follows]

Executed and effective as of _____, 20__ (the "Effective Date").

GUARANTOR:

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: City of Cincinnati, Office of the City Solicitor
801 Plum Street, Room 214
Cincinnati, Ohio 45202

EXHIBIT F
to Development Agreement

FORM OF RESTRICTIVE COVENANT

TO BE ATTACHED TO EXECUTION VERSION

EXHIBIT G

to Development Agreement

ADDITIONAL REQUIREMENTS

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

This Exhibit serves two functions:

(i) **Serving as a Source of Information With Respect to Government Requirements.**

This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) **Affirmatively Imposing Contractual Obligations.**

If certain conditions for applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) **Construction Workforce.**

(i) **Applicability.**

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

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

(ii) **Requirement.**

In furtherance of the policy enumerated in City Resolutions No. 32-1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as

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defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Confering with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Small Business Enterprise Program.

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

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

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

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

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

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

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

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

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

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

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

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

(M) Wage Enforcement.

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

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

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

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, {00353859-5}

findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the {00353859-5}

provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

Addendum I
to
Additional Requirements Exhibit

City's Prevailing Wage Determination

REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 11/15/21

ORIGINAL ASSIGNED NUMBER: 2021-259

REQUESTING AGENCY OR DEPT:
Economic Development

DEI USE ONLY

Fillout and Circle all that Apply Below:

CONTACT PERSON AND PHONE
NUMBER:

FUNDING GUIDELINES:
(State or Federal)

Rob Denham ext. 6253

RATES THAT APPLY:
(Building, Heavy, Highway, Residential)

Requested Date: 11/15/2021
Estimated Advertising Date: 01/01/2022
Estimated Bid Opening Date: 02/01/2022
Estimated Starting Date: 01/01/2023

[Prevailing Wage Does Not Apply]

DECISION NUMBER: n/a

SOURCE AND FUND NUMBER

MODIFICATIONS: n/a

CITY FUND

DECISION DATE: n/a

STATE FUND

EXPIRATION DATE: n/a

COUNTY FUND

SUPERSEDES DECISION NUMBER:

FEDERAL FUND

DETERMINATION BY:

PROJECT ACCOUNT NUMBER:

Name: Lydgia Sartor

AMT. OF PUB. FUNDING \$: 0

Title: Development Manager

TOTAL PROJECT DOLLARS: 72,800,000

Date: 11/17/21

APPROVED BY:

NAME OF PROJECT

Edgar De Veyra, Interim Director
DIRECTOR, DEPARTMENT OF ECONOMIC
INCLUSION

Macy's Corporate HQ Redevelopment

COMMENTS:

As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

TYPE OF WORK

- | | | | |
|---------------|---|----------------|---|
| 1. Building | X | 2. Heavy | |
| 3. Highway | | 4. Residential | X |
| 5. Demolition | | | |
| 6. Other | | | |

PROJECT LOCATION

Developer will redevelop 7 W. 7th Street, the former global headquarters of Macy's into a Class-A apartment community consisting of a 21-story building, with 383 apartments on floors 9 through 21, including a 19,100 square foot outdoor terrace. The development will also include 394 on-site parking spaces, which are privately owned but as a part of the transaction a Reciprocal Easement Agreement was executed in the parking agreement. The attached parking garage and ground floor retail are owned and operated separately, by Parking Corporation of America.

PROJECT FUNDING SOURCE

No direct funding is being awarded. City incentive is 5709.41 TIF for a term of 30 years.

PROJECT SCOPE OF WORK AND BUDGET

Victrix Investment, LLC. proposes the redevelopment and conversion of the former Macy's corporate HQ building into approximately 383 residential apartment units, with three hundred and ninety-four (394) attached garage parking spaces and commercial space that are both separately owned. The project will cost an estimated \$72,762,877.

DEI 217 Form
REV: 6/12/2017

Contract No: _____

DEVELOPMENT AGREEMENT

between the

CITY OF CINCINNATI,
an Ohio municipal corporation

and

7 WEST 7TH PROPERTY LLC,
an Ohio limited liability company

Project Name: Macy's HQ Redevelopment

Dated: _____, 202__

DEVELOPMENT AGREEMENT
(Macy's HQ Redevelopment)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **7 WEST 7TH PROPERTY LLC**, an Ohio limited liability company, 150 E. Fourth Street, 4th Floor, Cincinnati, Ohio 45202 ("**Developer**"), an affiliate of Victrix Investments LLC, a Delaware limited liability company ("**Victrix**").

Recitals:

A. Developer is under contract to purchase and develop a portion of the real property located at 7 W. 7th Street in the Central Business District of Cincinnati, which site consists of floors 8-21 of a skyscraper previously occupied as the corporate headquarters of Macy's Corporate Services, Inc., which property is depicted and more particularly described on Exhibit A (*Site Plan; Legal Description*) hereto (the "**Property**").

B. Developer desires to renovate the Property into approximately 338 residential rental units, which could be reduced in the event that Developer desires to construct office space in the Property, at an estimated total project cost (including hard construction costs and soft costs) of approximately \$72,800,000, as described more particularly on Exhibit B (*Scope of Work, Budget, and Source of Funds*) hereto (the "**Project**").

C. The Project is expected to commence construction by April 1, 2023 (the "**Commencement Deadline**"), and be substantially completed by March 31, 2025 (the "**Completion Deadline**"). Developer has estimated that the Project will result in approximately 500 full-time temporary construction jobs with a total payroll of \$10,000,000, together with approximately 11 full-time permanent jobs upon completion with an estimated annual payroll of approximately \$702,000.

D. In furtherance of the City's urban redevelopment goals, the City intends to provide an incentive to facilitate the creation of housing units and jobs within the City limits. Namely, the City intends to exempt improvements to the Property from real estate taxation under Section 5709.41 of the Ohio Revised Code for 30 years by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively), whereby (a) Developer will pay (or cause to be paid) statutory service payments ("**Service Payments**") to the Hamilton County Treasurer, pursuant to a service agreement to be entered into by and between the City and Developer following the Effective Date, which shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"), in the same manner and amount as real property taxes on the Property would be paid had the project-based TIF Exemption not been established, and (b) the Service Payments, less applicable Hamilton County Auditor fees, will be distributed by the Hamilton County Treasurer to the City and placed in Fund No. 763, Urban Redevelopment Tax Increment Equivalent Fund II, established by Cincinnati City Council Ord. No. 217-2015.

E. City Council passed Motion No. 201401368 on November 19, 2014 and Motion No. 201501592 on December 16, 2015 (collectively, the "**VTICA Motions**"), which VTICA Motions (i) direct the Department of Community and Economic Development ("**DCED**") to treat contributions by developers in the vicinity of the streetcar project to streetcar operations ("**VTICA**") to be a major factor in its analysis of the appropriateness of providing tax incentives to developers' projects, and (ii) establish that a contribution of at least 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement is the threshold for whether such a contribution is to be considered by DCED. Developer is willing to make a VTICA in an amount equal to 15% of the real property taxes that would have been payable on the abated property but for the City-authorized tax abatement in each year of the TIF Exemption (the "**VTICA Contribution**"). To facilitate the VTICA Contribution in as convenient a manner as possible, the City will withhold the VTICA Contribution from the Service Payments and direct them appropriately in accordance with this Agreement.

F. Prior to any rebate of Service Payments to Developer as described herein, (i) a portion of the applicable Service Payments will be retained by the Hamilton County, Ohio Auditor as a fee, (ii) 33% of the applicable Service Payment will be paid to the Board of Education of the Cincinnati City School District (the “**School Board**”) to satisfy the City’s obligations with respect to the Project under that certain *Tax Incentive Agreement* by and between the City and the School Board effective as of April 28, 2020, as the same may be hereafter amended, modified, and restated, (iii) the City will retain the fees described in Section 11(B) of this Agreement, and (iv) the City will retain the VTICA Contribution. The proceeds of any Service Payment actually received by the City with respect to the Property, net of the payments described in clauses (i) through (iv), are referred to in this Agreement as the “**Excess Service Payments**”. Subject to the terms and conditions of this Agreement, (i) during years 1 through 25 of the TIF Exemption, the City will provide a rebate to Developer of 100% of the Excess Service Payments to Developer and (ii) during years 26 through 30, the City will retain all Excess Service Payments. Any Excess Service Payments retained by the City pursuant to the terms of the Project Documents (as defined below) (the “**Residual Service Payments**”) may be used for certain urban redevelopment purposes as established in the TIF Ordinance and in accordance with State law.

G. In order to create a project-based TIF Exemption for the Project under Section 5709.41 of the Ohio Revised Code, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey or cause to be conveyed fee title to the Property to the City for \$1.00 at Closing (as defined below), and the City will immediately re-convey the Property to Developer thereafter for \$1.00, in each case on, and subject to, the terms of this Agreement.

H. The City has determined that re-conveying the Property to Developer for \$1.00 is appropriate because the City will receive the Property for the same amount, and the conveyance of the Property back to Developer is necessary to facilitate the Project.

I. The City has determined that eliminating competitive bidding in connection with the re-conveyance of the Property to Developer is appropriate because the Property is under contract to be acquired by Developer and Developer’s willingness to initially convey the Property to the City is contingent upon the City’s agreement to promptly re-convey the Property to Developer and to no other party.

J. The Property is currently included in the tax increment financing district known as District 3 – Downtown/OTR West District Incentive District (the “**OTR West TIF District**”). The City will “layer” the exemption provided pursuant to the TIF Ordinance over the OTR West TIF District, as it does not intend to remove the Property from the OTR West TIF District, provided, however, that should it become necessary to remove the Property from the OTR West TIF District in order to effect the TIF Exemption, the City is willing to remove the Property from the OTR West TIF District since the Property is not contributing to the OTR West TIF District.

K. As used herein, the term “**Project Documents**” means, collectively, this Agreement, the Service Agreement, the Completion Guaranties (as defined below), the Indemnity Agreement (as defined below), the Restrictive Covenant (as defined below), and any and all other agreements pertaining to the Project entered into by the City, on the one hand, and Developer or a Guarantor (as defined below), on the other hand, or any instruments or other documents pertaining to the Project made by the City in favor of Developer or by Developer in favor of the City.

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

M. Section 16 of Article VIII of the Ohio Constitution provides that, to enhance the availability of adequate housing in the state and to improve the economic and general welfare of the people of the state, it is in the public interest and a proper public purpose for the state or its political subdivisions, directly or through a public authority, agency, or instrumentality, to provide grants, loans or other financial

assistance for housing in the state, for individuals and families, by the acquisition, financing, construction, leasing, rehabilitation, remodeling, improvement, or equipping of publicly- or privately-owned housing.

N. The City, upon recommendation of DCED, believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements and for this reason the City desires to facilitate the Project by providing the Rebate Payments (as defined below) as described herein and in the Service Agreement.

O. City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the conveyances described in this Agreement at its meeting on November 5, 2021.

P. The execution of this Agreement and the other Project Documents, as applicable, was authorized by City Council by Ordinance No. [____], passed by City Council on [____] (the "**Authorizing Date**"). Notwithstanding anything to the contrary in this Agreement, the parties' obligations hereunder are conditioned upon the passage of the TIF Ordinance.

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

1. **DUE DILIGENCE INVESTIGATIONS.**

(A) Developer's Delivery of Due Diligence Materials to the City. Following the Effective Date and at such time as such documents become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City the following items:

- (i) *Title:* A copy of Developer's Owner's Policy of Title Insurance or other evidence satisfactory to the City showing that Developer owns good and marketable fee simple title to the Property;
- (ii) *Survey:* An ALTA survey of the Property showing all easements and other matters of record that can be shown on a survey;
- (iii) *Site Plan:* A detailed site plan showing the proposed location of the Project and approved by DCED;
- (iv) *Appraisal:* A projected "as built" appraisal of the Project (but only if such an appraisal is required by Developer's lender);
- (v) *Construction Schedules:* A detailed construction timeline showing significant construction milestones for the Project;
- (vi) *Budget:* A detailed and updated development budget for the Project (for the avoidance of doubt, the parties acknowledge that the initial budget supplied to the City by the Developer was prepared during the COVID-19 pandemic, which is making estimation of construction costs particularly difficult, and the final budget delivered pursuant to this Section may contain significant differences in costs for the scope anticipated);
- (vii) *Guaranteed Maximum Price Contract:* A fully executed Guaranteed Maximum Price contract sufficient to complete construction of the Project;
- (viii) *Building Permit & Zoning Approvals:* evidence that Developer has obtained all building permits issued by the City's Department of Buildings and Inspections for the construction of the Project, including any and all zoning approvals that may be required;
- (ix) *Guaranty:* Evidence satisfactory to the City that the Guarantors (as defined below) have sufficient assets and liquidity in the event that the City seeks payment under the Completion Guaranties or the Indemnity Agreement, in accordance with the terms thereof; and
- (x) *Environmental:* A copy of whatever environmental reports Developer may obtain or cause to be created in connection with the Project, including, at a minimum, in addition to the Phase I environmental site assessments Developer has provided,

such other evidence and documentation as is deemed necessary or desirable by the City's Office of Environment and Sustainability to confirm that environmental conditions on the site are adequate for the City to take title, and such agreements or other documentation as may be necessary to provide the City with the legal right to rely on any applicable environmental reports; and

- (xi) *Financing*: Evidence satisfactory to the City that Developer has or has obtained sufficient financial resources in order to commence and complete the Project, including, without limitation, pursuant to the Guaranteed Maximum Price contract.
- (xii) *Port Authority Documents*: Such other information and documentation as may be obtained by Developer from the Port Authority (as defined below) and/or as required by the Port Authority.

(B) Copies of Due Diligence Materials to be Provided to City. Without limitation of Developer's other obligations under this Agreement, prior to Closing and as such reports and materials are obtained by Developer, Developer, at no cost to the City, and upon request, shall provide DCED with copies of the inspection, engineering, and environmental reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Project.

(C) Contingency for City's Satisfaction with Due Diligence Investigations. All reports and the like obtained by Developer from third parties and delivered (or caused to be delivered) to the City shall be recent (*i.e.*, prepared or updated, as the case may be, within three (3) months preceding the date that the item is delivered to the City or such longer period of time as the City may, in its sole discretion, deem reasonable) and shall be prepared by properly licensed and qualified companies or individuals acceptable to the City. In addition to the above due diligence items, the parties may conduct whatever additional investigations concerning the Project as they deem necessary, including without limitation investigations into the feasibility and likelihood of Developer obtaining all building, zoning and other approvals from the Department of Buildings and Inspections, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, any party reasonably determines that any part of the Project is not feasible, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder except as may expressly survive termination. Notwithstanding Section 7 hereof, unless otherwise directed by the DCED Director, Developer shall deliver (or cause to be delivered) all due diligence materials to be provided to the City under this Agreement to the DCED Director (for review by DCED and other City departments as deemed necessary or appropriate by DCED) and shall generally coordinate all aspects of the Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(C) shall automatically terminate and thereafter shall be null and void.

(D) Contingency for Developer's Acquisition of the Property and Delivery of Proof of Financing. Developer hereby represents that it has entered into a [*Purchase and Sale Agreement*], effective on or about December 3, 2021 (the "**PSA**"), with Macy's Corporate Services, LLC, an Ohio limited liability company ("**Seller**"), pursuant to which Developer intends to obtain fee title to the Property. Prior to Developer's acquisition of the Property, Developer shall deliver to the City proof of financing sufficient to complete construction of the Project, as determined by the City in its sole and absolute discretion. In the event that (i) Developer does not deliver satisfactory proof of financing as contemplated pursuant to this Section, (ii) Developer does not acquire title to the Property by April 30, 2022, or (iii) Developer's ability to acquire the Property from Seller expires or is otherwise terminated pursuant to the terms of the PSA, then, notwithstanding anything in this Agreement to the contrary, either party may terminate this Agreement by giving the other party written notice thereof, whereupon this Agreement shall terminate and neither party shall thereafter have any rights or obligations hereunder. The termination rights under this Section 1(D) shall automatically terminate upon the later of (x) the acquisition of the Property by or on behalf of Developer and (y) delivery of Developer's proof of financing for construction of the Project, as deemed satisfactory by the City in its sole and absolute discretion.

2. CLOSING.

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(A) Closing Date. The closing of the transactions described in this Section 2 (the “**Closing**”) is anticipated to take place on [____], or such other date as the parties may agree upon (the “**Closing Date**”); *provided, however* that the Closing shall occur prior to the passage of the TIF Ordinance. It is the intention of the parties that all of the transactions contemplated in this Section 2 will occur on the same date in as immediate of a sequence as is possible. The occurrence of the Closing is subject to (i) the parties’ satisfaction with the various due diligence matters described in Section 1 above, and (ii) the prior execution and delivery to the City of the Service Agreement and each of the other Project Documents.

(B) Initial Conveyance. On the Closing Date, Developer shall transfer or cause to be transferred title to the Property to the City for \$1.00 (the “**Initial Conveyance**”) by Quitclaim Deed in substantially the form of Exhibit D-1 (*Form of Quitclaim Deed - Initial Conveyance*) hereto. Developer shall pay all customary closing costs relating to the Initial Conveyance (e.g., County transfer tax and County recording fees). The City agrees to neither make, nor permit to be made, any material changes to the condition of the Property or the title thereto during the period in which it owns the Property, which the parties intend to be for as short a period as practicable. During the period in which the City owns the Property, Developer, and its employees and agents, are permitted to enter upon the Property for the purpose of conducting activities associated with the Project at no cost to the City, provided that such entry shall be at the sole risk of Developer, its employees and agents, and provided, further, for the avoidance of doubt, that the activities described in this sentence are subject to the indemnification provisions in Sections 3(H) and 5(C) of this Agreement.

(C) City Conveyance. Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer for \$1.00 (the “**City Conveyance**”), by a Quitclaim Deed in substantially the form of Exhibit D-2 (*Form of Quitclaim Deed – City Conveyance*) hereto. Developer shall pay all customary closing costs relating to the City Conveyance (e.g., County transfer tax and County recording fees). The deed effecting the Initial Conveyance shall be recorded prior to the deed effecting the City Conveyance.

(D) Miscellaneous Closing Provisions. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Developer shall pay to the City any and all unpaid related and unrelated fines, penalties, judgments, water or other utility charges, and any and all other outstanding amounts owed related to the Property to the City. There shall be no proration of real estate taxes and assessments at Closing, and it is understood that the City shall in no way be responsible for the payment of any real estate taxes, service payments in lieu of taxes and assessments due or thereafter becoming due. At Closing, the City and Developer shall execute a closing statement, County exempt transfer forms and any and all other customary closing documents that may be deemed necessary for the Closing by the City.

3. COMPLETION OF THE PROJECT.

(A) Preparation of Plans and Specifications. Promptly following the Effective Date, Developer shall prepare plans and specifications for the Project and shall submit the same to DCED for review and approval; *provided* that DCED may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Project, (ii) could reasonably be expected to materially reduce the projected hard construction cost of the Project, or (iii) are otherwise inconsistent with zoning laws or any planned development approved by City Council with respect to the Project or are materially inconsistent with Exhibit B, in each case as determined in DCED’s judgment, exercised in good faith. The approved plans and specifications for the Project (including any and all changes thereto, subject to the City’s review and approval solely on the criteria provided in the immediately preceding sentence) are referred to herein as the “**Final Plans**” with respect to the Project.

(B) Construction Bids. Following Closing, Developer shall obtain construction bids for the Project. Upon Developer’s selection of the bids, Developer shall submit to the City an updated construction budget for the Project.

(C) Completion and Commencement of Construction. Developer shall (i)(a) apply for and receive the required building permits from the City’s Department of Buildings and Inspections for construction of the Project and (b) Developer shall commence construction of the Project in accordance with the Final Plans no later than the Commencement Deadline and (ii) complete construction of the

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Project (as evidenced by a certificate of occupancy for the Project) in substantial accordance with the Final Plans, as determined by the City in good faith, no later the Completion Deadline. The foregoing notwithstanding, the City may, upon Developer's written request and at the City's sole discretion, permit the Commencement Deadline and the Completion Deadline to each be extended twice in six (6) month increments.

(D) Completion Guaranties. On or before Closing, Developer shall cause Anoop Davé and Timothy Gordon, or another person or entity satisfactory to the City in its sole and absolute discretion (collectively, the "**Guarantors**"), to each execute a *Completion Guaranty* which shall be in substantially the form of Exhibit E (Form of Completion Guaranty) hereto (each a "**Completion Guaranty**" and collectively, the "**Completion Guaranties**"). In the event that the TIF Ordinance is presented to City Council and the TIF Ordinance is not approved by City Council, then the Completion Guaranties shall automatically terminate. Furthermore, in the event the City exercises its option to purchase the Property under Section 3(J) hereof, then upon the closing of such purchase, the Completion Guaranties shall also automatically terminate.

(E) Inspection of Work. During construction of the Project, the City, its employees and agents shall have the right at all reasonable times, and upon reasonable notice, to enter upon the construction site to examine and inspect the progress of construction to determine whether Developer is complying with the requirements of this Agreement.

(F) Mechanics Liens. Developer shall not permit any mechanics' or other liens to be filed against the Property during construction. If a mechanics' lien shall at any time be filed, Developer shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record. Notwithstanding the foregoing, Developer may contest the validity of any claim or demand in good faith and in accordance with such rights to contest as may be permitted by Developer's construction lender and with diligence and continuity to the City's reasonable satisfaction.

(G) Barricade Fees Payable to DOTE. Developer acknowledges that, if applicable, (i) it will be required to obtain a barricade permit and pay barricade fees to the City's Department of Transportation and Engineering ("**DOT E**") for the closure of any sidewalks and curb lanes of the adjacent streets if and when demolition or construction necessitates closing the adjoining streets or portions thereof, and (ii) with many entities competing for space on City streets, it is important that construction activities be limited to as little space and the shortest duration as possible and that all work be scheduled and performed to cause the least interruption to vehicular travel, bicyclists, pedestrians and businesses; therefore, DOTE shall have the right to evaluate Developer's need for a barricade throughout construction and, if at any time after consultation with Developer DOTE determines that a barricade is not needed, DOTE shall have the right to withdraw the permit.

(H) Neighborhood Engagement. Prior to the Commencement Deadline, Developer shall attend one meeting with the neighborhood group, Downtown Residents' Council, to engage in discussions and thereafter, Developer shall provide timely notifications to residential neighbors about material activities (i.e., utility service interruptions, sidewalk closures) associated with the Project.

(I) Environmental Indemnity. As a material inducement to the City to enter into this Agreement, Developer does hereby agree that, with respect to any environmental condition on or otherwise affecting the Property that exists at or prior to the time of the City's execution of this Agreement (herein, a "pre-existing environmental condition"), and regardless of whether or not such pre-existing environmental condition is described in any environmental assessment or any other environmental report that may have been previously furnished by Developer to the City, Developer shall (i) at no expense to the City, promptly take all steps necessary to remediate such pre-existing environmental condition in accordance with applicable laws and regulations, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including without limitation reasonable attorneys' fees), demands, judgments, liability and damages suffered or incurred by or asserted against the City as a result of or arising from any such pre-existing environmental condition.

Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Project.

(J) Purchase Option.

(i) Generally. If Developer (a) fails to commence construction of the Project by the Commencement Deadline, inclusive of any extensions approved by the City in accordance with Section 3(C) above, or (b) if the City determines, in its sole and absolute discretion, that the Project is not feasible because Developer has not obtained all financing necessary to complete the Project as of April 1, 2023 (each a "**Failure**"), then the City shall have the option to, in the City's sole and absolute discretion and exercisable no later than the date that is 365 days after the date that the City has actual knowledge of a Failure, purchase the Property, together with any improvements thereon and appurtenant rights, for the Purchase Price (as defined below), on and subject to the terms of this Section 3(J). If the City determines that a Failure has occurred, the City may elect to exercise its option to purchase the Property, by delivering to Developer a written notice of the occurrence of a Failure and require that the Developer convey the Property to the City or its designee on a specified date in accordance with this Section 3(J) (the "**Purchase Notice**"). Upon Developer's acquisition of the Property, Developer shall execute a *Restrictive Covenant* substantially in the form of Exhibit F (Form of Restrictive Covenant) hereto (the "**Restrictive Covenant**"), which reflects the City's purchase option for the Property pursuant to this Section 3(J). This provision shall remain executory until Developer commences construction of the Project, as evidenced by both (1) the City's Department of Buildings and Inspections issuing the primary building permit for the Project, and (2) commencement of on-site construction of the Project and Developer's delivery to the City of the recorded notice of commencement for the Project within the meaning of Ohio Revised Code Section 1311.04. Upon written request by Developer following the expiration or termination of the City's rights with respect to the Property under this Section 3(J), the City agrees that it shall promptly execute and deliver to Developer a document in recordable form releasing its purchase option hereunder. Exercise of the City's option to purchase shall in no way limit the City's right to avail itself of any remedies it may have pursuant to this Agreement or otherwise.

(ii) Exercise of Option to Purchase. The closing of the conveyance of the Property shall take place on the date designated in the Purchase Notice, which date will be at least ten (10) business days after the date of the Purchase Notice. Developer shall pay all closing costs associated with such conveyance. All real estate taxes and assessments shall be prorated as of the date of the closing. At the closing, Developer shall convey marketable title to the Property, to the City by limited warranty deed, free and clear of all liens and encumbrances, except for those encumbrances that Developer, in good faith, established as part of the anticipated development of the Project and which do not materially impair the City's rights or interests under this Section 3(J). If requested by Developer, the City will direct the Purchase Price to the mortgagee with respect to the Mortgage (as defined below). It is expressly acknowledged that if the Purchase Price is insufficient to pay off the Mortgage in full, Developer will be solely responsible for discharging any excess obligations on the Mortgage, over and above the Purchase Price and causing the Mortgage, together with any other mortgages, liens or other encumbrances not permitted by this clause (ii), to be released of record at or before the closing of the conveyance of the Property pursuant to this Section 3(J). As used herein, the term "**Mortgage**" means a mortgage loan from a lending or other financial institution with respect to which financing is provided for the Project.

(iii) Inspection; Assignment. Without in any way limiting any other rights the City has under this Agreement to inspect the Property or any of the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise, Developer hereby agrees that the City and its designees may enter upon the Property to conduct reasonable due diligence regarding the condition of the Property at reasonable times following delivery of the Purchase Notice in connection with the exercise of the purchase option hereunder by the City or its designee. For the avoidance of doubt, Developer expressly agrees that the City may assign its rights under this Section 3(J) to any other party, in the City's sole and absolute discretion.

(iv) Purchase Price. The term "**Purchase Price**" means: \$10,000,000 plus actual, documented out-of-pocket soft and hard construction costs related to Developer's demolition work prior to commencement of construction of the Project incurred on and after the Authorizing Date (such soft costs {00353859-5})

not to exceed 20% of the total demolition cost), as itemized on Exhibit B and such amount not to exceed \$1,750,000, *provided however*, this amount shall increase on the one-year anniversary of Developer's acquisition of the Property and each year thereafter by 3% per annum.

4. CITY ASSISTANCE.

(A) Service Payment Rebate. Subject to Developer's compliance with the terms and conditions of this Agreement and all other Project Documents, the City shall apply the proceeds of the Service Payments other than Excess Service Payments as described in Recital F of this Agreement, and shall apply Excess Service Payments with respect to years 1 through 25 of the TIF Exemption by remitting 100% of such Excess Service Payments to Developer (the "**Rebate Payments**"). With respect to years 26 through 30 of the TIF Exemption, the City will retain 100% of those Excess Service Payments and Developer acknowledges and agrees it is in no event entitled to any portion of the Excess Service Payments with respect to such years of the TIF Exemption. Developer acknowledges and agrees for years 1-25 of the TIF Exemption, the Rebate Payments will not exceed 52% of the Service Payments. The Residual Service Payments may be used by the City for such purposes as are authorized in the TIF Ordinance and this Agreement. Developer acknowledges and agrees that (i) Developer will not receive any Rebate Payments other than with respect to Excess Service Payments for years falling within the applicable period of the TIF Exemption that are actually made in accordance with the Service Agreement and are actually received by the City, and (ii) notwithstanding anything to the contrary in this Agreement or any other Project Document, (a) Developer shall have no right or standing to dispute or contest the City's use of the Residual Service Payments, and Developer hereby expressly waives any such right or standing, (b) as it respects Developer, the City may use the Residual Service Payments in any manner whatsoever, and (c) as it respects Developer, any description of what the City may or may not do with the Residual Service Payments, including any description in this Agreement and the TIF Ordinance, is for informational purposes only and is not enforceable by Developer at law or in equity, whether as a taxpayer, as a party to this Agreement, or otherwise. The City shall endeavor to make each applicable Rebate Payment as soon as is practicable upon receipt of the proceeds of each Service Payment (which the City acknowledges will generally occur not later than 45 business days following its receipt of the settlement pertaining to such Service Payment from the Hamilton County, Ohio Treasurer).

(B) No Other City Assistance. Except for the City's agreement to provide the Rebate Payments as described in this Agreement and the Service Agreement (as applicable), the City shall not be responsible for any costs associated with the Project and Developer agrees that it shall not request or expect to receive any additional funding, real estate tax abatements, or income tax credits or other financial assistance from the City in connection with the Project in the future, either for itself, for the benefit of the tenants or other occupants of the Property or for the benefit of any other third-party.

5. INSURANCE; INDEMNITY.

(A) Insurance during Construction. From the time that construction associated with the Project commences, until such time as all construction work associated with the Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least \$5,000,000 per occurrence, combined single limit/\$5,000,000 aggregate, naming the City as an additional insured with respect to the Project, (ii) builder's risk insurance in the amount of one-hundred percent (100%) of the value of the improvements constructed as part of the Project, (iii) worker's compensation insurance in such amount as required by law, and (iv) all insurance as may be required by Developer's construction lenders, if any. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City, that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least thirty (30) days prior written notice to the City. Prior to commencement of construction of the Project, Developer shall send proof of all such insurance to the City at 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, Attention: Monitoring and Compliance Division, or such other address as may be specified by the City from time to time; *provided* that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Developer shall have 6 months following the date of the

City's request to obtain such an endorsement from its insurer and provide the original endorsement to the City.

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

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, (i) Developer shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all Claims (as defined below) suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Project, and (ii) Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Claims as a result of or arising from the City's involvement in the Initial Conveyance and the City Conveyance, including the City's ownership of the Property during the period between the Initial Conveyance and the City Conveyance. Further, Developer shall cause the Guarantors to execute an Indemnity Agreement in a form acceptable to the City prior to Closing (the "**Indemnity Agreement**") whereby each Guarantor agrees to defend, indemnify and hold the Indemnified Parties harmless with respect to Claims described in the preceding clause (ii). The obligations of Developer under this paragraph shall survive termination of the Agreement with respect to Claims suffered, incurred, asserted or arising prior to the date of termination. As used herein, "**Claims**" means, collectively, any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands, judgments, liability and damages.

6. DEFAULT; REMEDIES.

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

(i) Prior to the expiration of the TIF Exemption:

(a) the dissolution of Developer or the death of a Guarantor (during the term of the applicable Completion Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or a Guarantor (during the term of the applicable Completion Guaranty), or the making by Developer or a Guarantor (during the term of the applicable Completion Guaranty) of an assignment for the benefit of creditors; provided, however, that if the event of default is solely because of the death of a Guarantor, such death shall not be an event of default hereunder if the Developer is able to provide a substitute Guarantor satisfactory to the City, within thirty (30) days of the death in question (it being understood that if such Guarantor is acceptable to the construction lender for the Project as a substitute completion guarantor under the lender's completion guaranty, such successor will be acceptable to the City hereunder); or

(b) the filing of any bankruptcy or insolvency proceedings by or against Developer or a Guarantor (during the term of the applicable Completion Guaranty), the appointment of a receiver (temporary or permanent) for any such entity or person, the attachment of, levy upon, or seizure by legal process of any property of any such entity or person, or the insolvency of any such entity or person, unless such appointment, attachment, levy, seizure or insolvency is cured, dismissed or otherwise resolved to the City's satisfaction within sixty (60) days following the date thereof; or

(ii) The occurrence of a Specified Default (as defined below), or a failure of Developer to perform or observe any obligation, duty, or responsibility under this Agreement or any other Project Document (provided that a failure of a Guarantor to perform under the applicable Completion Guaranty or the Indemnity Agreement shall be deemed a failure of Developer to perform under this Agreement), and failure by the defaulting party to correct such default within thirty (30) days after the receipt by Developer of written notice thereof from the City (the "**Cure Period**"), other than a Payment Default (as described below), in which case there shall be a Cure Period of 5 business days after the defaulting party's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during the Cure Period, Developer shall not be in default under this Agreement so long as the defaulting party commences to cure the default within such Cure Period and thereafter diligently completes such cure within sixty (60) days after receipt of the City's initial notice of default. Notwithstanding the foregoing, if Developer's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City in good faith, an event of default shall be deemed to have occurred if the defaulting party fails to take reasonable corrective action immediately upon discovering such dangerous condition or emergency. As used in this section, "**Specified Default**" means the occurrence of any of the following:

- (a) Payment Default. Any Service Payment is not made when due under the Service Agreement, subject to the 5-day Cure Period described above (a "**Payment Default**"). Developer acknowledges that time is of the essence with respect to the making of each Service Payment and that delays in the making of a Service Payment may result in a delay in the City's ability to make Rebate Payments.
- (b) Development Default. Developer (1) fails to comply with Section 3 of this Agreement or (2) abandons the Project, including without limitation the Project is vacated, demolished, and/or abandoned.
- (c) Misrepresentation. Any representation, warranty or certification of Developer or the Guarantors made in connection with this Agreement or any other Project Document, shall prove to have been false or materially misleading when made.

(B) Remedies. Upon the occurrence of an event of default under this Agreement which is not cured or corrected within any applicable Cure Period, the City shall be entitled to (i) terminate this Agreement with respect to a defaulting party by giving the defaulting party written notice thereof, (ii) take such actions in the way of "self help" as the City determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of the defaulting party, (iii) withhold Rebate Payments until such default or defaults are cured (it being acknowledged and agreed by Developer that any Rebate Payments withheld by the City pursuant to this clause for a period longer than 12 months shall be deemed forfeit by Developer and the City shall be entitled to retain such Service Payments and to treat them as Residual Service Payments with respect to which Developer has no right or interest), (iv) exercise or assign to another entity for the exercise of the purchase option contemplated in Section 3(J), to the extent still applicable, and (v) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including without limitation pursuing an action for specific performance. The defaulting party shall be liable for all costs and damages, including without limitation attorneys' fees, suffered or incurred by the City as a result of a default or event of default under this Agreement or the City's termination of this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty, or to pursue any remedy, under this Agreement or any other Project Document shall not constitute a waiver of the breach of such covenant or of such remedy.

7. NOTICES. All notices given by the parties hereunder shall be deemed given if personally delivered, or delivered by Federal Express, UPS or other recognized overnight courier, or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the parties at their addresses below or at such other addresses as either party may designate by notice to the other party given in the manner prescribed herein. Notices shall be deemed given on the date of receipt.

To the City:
City Manager
City of Cincinnati
801 Plum Street
Cincinnati, OH 45202

To Developer:
7 West 7th Property LLC
c/o Victrix Investments LLC
441 Lexington Avenue, 9th Floor
New York, New York 10017
Attn: Anoop Davé, CEO and Timothy
Gordon, President

With a copy to:

Director, Dept. of Community and
Economic Development
City of Cincinnati
805 Central Avenue, Suite 700
Cincinnati, OH 45202

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City alleging that the City is in default under this Agreement or any other Project Document, Developer shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202.

8. REPRESENTATIONS, WARRANTIES, AND COVENANTS. Developer makes the following representations, warranties and covenants to the City as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Ohio, is qualified to conduct business in the State of Ohio, has properly filed all certificates and reports required to be filed by it in order to have the right to conduct its business under the laws of the State of Ohio, and is not in violation of any laws of the State of Ohio relevant to the transactions contemplated by this Agreement or any other Project Document to which it is a party.

(B) Developer has full power and authority to execute and deliver this Agreement and every other Project Document to which it is a party or will be a party and to carry out the transactions provided for herein and therein. This Agreement and each other Project Document to which Developer is a party has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement and the other Project Documents to which Developer is a party, when executed and delivered, valid and binding obligations of Developer.

(C) The execution, delivery and performance by Developer of this Agreement and each other Project Document to which it is a party and the consummation of the transactions contemplated hereby will not violate any applicable laws, or any writ or decree of any court or governmental instrumentality, or the organizational documents of Developer, or any mortgage, indenture, contract, agreement or other undertaking to which Developer is a party or which purports to be binding upon Developer or upon any of its assets, nor is Developer in violation or default of any of the foregoing in any manner relevant to the transactions contemplated by this Agreement or which may in any way affect Developer's ability to perform its obligations under this Agreement or the other Project Documents.

(D) There are no actions, suits, proceedings or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting it, at law or in equity or before or by any governmental authority that, if determined adversely to it, would impair its financial condition or its ability to perform its obligations under this Agreement or any other Project Documents.

(E) Developer shall give prompt notice in writing to the City of the occurrence or existence, during the TIF Exemption, of any litigation, labor dispute or governmental proceeding or investigation affecting it that could reasonably be expected to interfere substantially with its normal operations or materially and adversely affect its financial condition.

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(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer, the financial assets of Guarantors, or the Project have been reviewed by Developer and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading, or, if any such documentation contained such a misleading or untrue omission or statement, further documentation correcting such omissions or statements was subsequently provided to the City prior to Developer's execution of this Agreement.

(G) With reference to Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*) of the Cincinnati Municipal Code, to the best of Developer's knowledge neither it nor any of its affiliates are in breach of any of its obligations to the City under any existing agreements with the City nor does it nor any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

9. REPORTING REQUIREMENTS.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City upon the City's request such accounting, financial, business, administrative, operational and other reports, records, statements and information as may be requested by the City pertaining to Developer, the Project, or this Agreement, including without limitation audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Project, and such reports and information as may be required for compliance with programs and projects funded by the City, Hamilton County, the State of Ohio, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City shall be in such form as the City may from time to time require. Developer shall retain all Records and Reports until the date that is 3 years following expiration of the TIF Exemption, or such later time as may be required by applicable law (the "**Retention Termination Date**").

(B) City's Right to Inspect and Audit. During construction of the Project and thereafter until the Retention Termination Date, Developer shall permit the City and its designees and auditors to have full access to and to inspect and audit Developer's Records and Reports, but no more frequently than twice in one calendar year (except as provided in the following sentence). Upon the occurrence of (i) an event that with the passage of time and the giving of notice constitutes an event of default or (ii) an active event of default, the City may audit and inspect the Developer's Records and Reports as frequently as the City requests to do so, in its sole and absolute discretion. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City, Developer shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

(C) Annual Jobs & Investment Report. Developer shall provide an annual report, in a form specified by DCED from time to time, regarding total real property, personal property, and employment, including jobs created and retained, at the Property.

10. GENERAL PROVISIONS.

(A) Assignment; Change of Control.

(i) Developer shall not, without the prior written consent of the City Manager, (a) assign its rights or interests under this Agreement, or (b) permit a Change of Control (as defined below); *provided, however* that the City hereby consents to Developer's collateral assignment of its rights under this Agreement to the lender(s) that are providing financing to Developer for the Project (including any mezzanine lender pledges).

(ii) Solely for the purposes of this Section 10(A), "**Change of Control**" means a change in the ownership of Developer such that Victrix or any entity directly or indirectly controlled by, or under common control with, Victrix has less than a 50.1% direct or indirect voting interest in Developer and lack the power to direct or cause the direction of the management and policies of Developer, whether through the ownership of ownership interests in Developer, by contract, or otherwise.

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(iii) Notwithstanding clauses (i) and (ii) above, after the date of completion of construction of the Project, so long as no event of default has occurred and is continuing under this Agreement or any other Project Document, the City may, in good faith, withhold consent to a Change of Control only if (a) the proposed transfer is prohibited by applicable law or (b) the proposed transferee is, in the City's reasonable judgment, not capable of performing the obligations of Developer under this Agreement and the other Project Documents, which judgment shall exclusively be based on the following factors: (1) the experience of the proposed transferee in operating assets and facilities of the same type as, and otherwise comparable in size and nature to, the Project and performing other projects, and (2) the past performance history and reputation of the proposed transferee and its direct or indirect controlling beneficial owners, any proposed managers or operating partners, each of their respective officers, directors and employees and each of their respective affiliates (including the absence of criminal, civil or regulatory claims or actions against any such entity or person). The City Manager shall have 30 business days from the date on which he or she receives written notice in accordance with this Agreement of the proposed assignment or Change of Control (the "**City Manager Review Period**") to determine whether he or she intends to consent thereto. The City Manager shall provide written notice to Developer of any decision to refuse to consent, including all material supporting information (the "**Rejection Notice**"), within the City Manager Review Period. In the event the City Manager fails to do so, he or she shall be deemed to have consented to such assignment or Change of Control. In the aforementioned notice of the proposed assignment or Change of Control, the Developer may also, with the City's consent, substitute an indemnitor in the stead of Guarantors, and the City will, in accordance with the same process for approving or disapproving the Change of Control specified in this clause (iii), either approve or disapprove such proposed substitution; *provided, however* that the City may, in good faith, withhold consent to such proposed substitution only if (I) the proposed substitution is prohibited by applicable law, (II) the City has withheld its consent to the proposed Change of Control in accordance with this Agreement, or (III) the proposed indemnitor is, in the City's reasonable judgment, not capable of performing the obligations under the Indemnity Agreement, which judgment shall exclusively be based on (x) the factors enumerated in clause (b)(2) of this clause (iii) with respect to the proposed indemnitor, and (y) an assessment of the proposed indemnitor's assets and liabilities. If the City consents (or is deemed to have consented pursuant to this Agreement) to such substitution, the City shall take such steps as are reasonably necessary to effect such substitution.

(B) Entire Agreement; Conflicting Provisions. This Agreement and the other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede any and all prior discussions, negotiations, representations or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of other Project Documents are in conflict with the specific provisions of such other agreements, the provisions of such other agreements shall control.

(C) Amendments and Waivers. The provisions of this Agreement may be amended, waived or otherwise modified only by a written agreement signed by the parties.

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

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

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

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

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(H) No Recording. This Agreement shall not be recorded in the Hamilton County Recorder's office.

(I) Time. Time is of the essence with respect to the performance by the parties of their respective obligations under this Agreement.

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

(K) No Brokers. Developer represents to the City that Developer has not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation from the City as a result of the parties' execution of this Agreement.

(L) Official Capacity. All representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. None of those representations, warranties, covenants, agreements or obligations shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of the City in other than his or her official capacity, and likewise, none of the representations, warranties, covenants, agreements or obligations made by Developer herein shall be deemed to be a representation, warranty, covenant, agreement or obligation of any present or future officer, agent, employee or attorney of Developer in other than his or her official capacity.

(M) Applicable Laws. Developer shall obtain all necessary permits, licenses and other governmental approvals and shall comply with all applicable federal, state and local laws, codes, ordinances and other governmental requirements applicable to the Project, including any of the laws and regulations described on Exhibit G (Additional Requirements) hereto which are applicable to the Project.

(N) Counterparts. The parties may execute this Agreement in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement. The signatures of all parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or electronic mail is as effective as executing and delivering this Agreement in the presence of the other parties.

(O) Contingency for Legislative Authorization from City Council. Notwithstanding anything to the contrary in this Agreement, the City shall not be in breach of this Agreement and shall not be required to provide the Rebate Payments described in this Agreement if for any reason City Council does not pass any and all necessary legislation for the Project, including, without limitation, the TIF Ordinance. If all necessary legislative authorizations are not obtained, the City may terminate this Agreement by giving written notice thereof to Developer, whereupon neither party shall thereafter have any rights or obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, this Agreement and any and all obligations of the parties except those that expressly survive termination shall automatically terminate and cease if the TIF Ordinance is not passed by City Council by December 31, 2023.

(P) Transfer of fee title to Port Authority. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale and leaseback arrangement with respect to the Property (the "**Port Authority Arrangement**") in which fee title to the Property is held by the Port of Greater Cincinnati Development Authority (the "**Port Authority**"); *provided, however*, that (a) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials and (b) Developer shall provide the City with such documents and other information with respect to this arrangement as the City may reasonably request, including the final form of agreements for the Port Authority Arrangement, at least 10 business days prior to any conveyance of the Property to the Port Authority. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as in accordance with Section 10(A), but at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey the same fee interest to the Port Authority, in the manner, and subject to the terms

described, above. It is also understood and agreed that the Port Authority may convey interest back to Developer pursuant to the terms contained in the Port Authority Arrangement.

(Q) Recognition of City Support. In connection with the construction and opening of the Project, Developer shall acknowledge the support of the City with respect to the Project in all printed promotional materials (including but not limited to informational releases, pamphlets and brochures, construction signs, project and identification signage and stationary) and any publicity (such as but not limited to materials appearing on the Internet, television, cable television, radio or in the press or any other printed media) relating to the Project. In identifying the City as a Project partner, Developer shall use either the phrase "Project Assistance by the City of Cincinnati" or a City of Cincinnati logotype or other form of acknowledgement that has been approved in advance in writing by the City.

(R) TIF Backed Bonds. Developer acknowledges and agrees that in the event that Developer decides to pursue bond financing backed by the Rebate Payments, then an amendment to this Agreement and additional legislation is necessary prior to the City agreeing to such use of the Rebate Payments. Such bonds would contain customary provisions used by the City in other tax increment bond financings issued through the Port Authority, including but not limited to provisions providing for the payment from bond proceeds of the costs of City's outside counsel employed in connection with any such issuance. Subject to such future approvals, such bond financing would likely entail a pledge by the City of the Rebate Payments actually received by the City (i.e. a pledge of the Rebate Payments that would have otherwise gone to the Developer under this Agreement) towards bonds that would be issued by the Port Authority and the proceeds of which would be used for the purpose of constructing the Project. The parties acknowledge that modifications to the Service Agreement may also be necessary to allow for the issuance and sale of any TIF backed bonds and agree to work in good faith to make any necessary modifications to the Service Agreement.

11. FEES AND EXPENSES.

(A) Initial Administrative Fee. Prior to the execution of this Agreement, Developer paid a non-refundable administrative fee of \$15,000 to cover the City's out-of-pocket and administrative costs and expenses in establishing the project-based TIF, preparing this Agreement and other documents relating hereto, and effecting the transactions contemplated hereby.

(B) Monitoring and Servicing Fee; Out-of-Pocket Expenses. The City shall withhold and retain from the Service Payments an annual monitoring and servicing fee equal to the greater of (i) 1.0% of the Service Payments paid (or due, if unpaid) with respect to the Property the prior calendar year, and (ii) the documented, reasonable out-of-pocket fees, costs, charges and expenses incurred by the City in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Project Documents, together with the City's monitoring and servicing costs and expenses with respect to the transactions contemplated thereby. To the extent Service Payments are not made or are ineligible to be made under the Service Agreement for any reason, the City may elect to require Developer to pay such monitoring and servicing fees in another manner. This Section 11(B) shall terminate and cease to be effective in the event the Rebate Payments permanently cease to be payable in accordance with the provisions of this Agreement and the other Project Documents. For the avoidance of doubt, suspension (without permanent termination) of the making of Rebate Payments shall not cause the provisions of this Section 11(B) of this Agreement to cease or be modified in any way (either permanently or during the period of any such suspension). The fees described in this Section 11(B) are not refundable once withheld by the City or otherwise paid.

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

- Exhibit A - *Site Plan; Legal Description*
- Exhibit B - *Scope of Work, Budget and Source of Funds*
- Exhibit C - *Form of Service Agreement*
- Exhibit D-1 - *Form of Quitclaim Deed - Initial Conveyance*
- Exhibit D-2 - *Form of Quitclaim Deed - City Conveyance*
- Exhibit E - *Form of Completion Guaranty*
- Exhibit F - *Form of Restrictive Covenant*

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Exhibit G - *Additional Requirements* (incl. Addendum I - Prevailing Wage Determination)

SIGNATURES ON FOLLOWING PAGE

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

7 WEST 7TH PROPERTY LLC

By: _____

Printed name: _____

Title: _____

Date: _____, 202__

CITY OF CINCINNATI

By: _____
John P. Curp, Interim City Manager

Date: _____, 202__

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

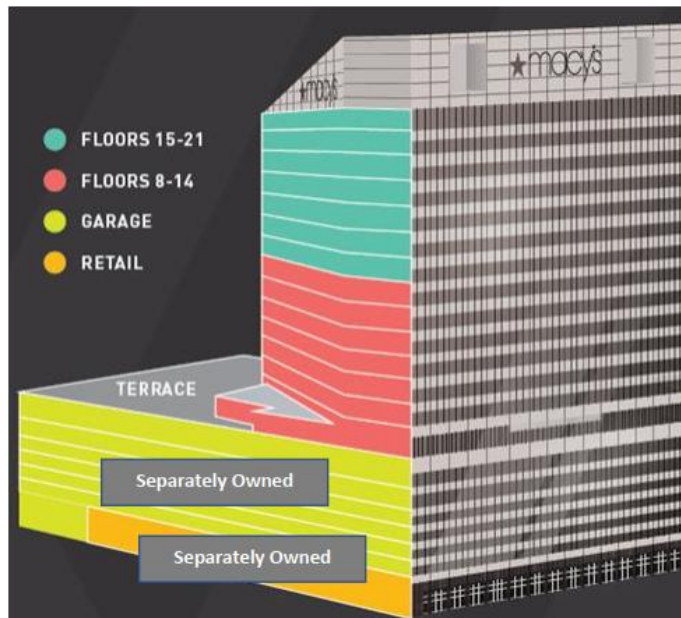
By: _____
Karen Alder, City Finance Director

EXHIBIT A

to Development Agreement

SITE PLAN; LEGAL DESCRIPTION

Site Plan



Legal Description

LEGAL DESCRIPTION:

SITUATED IN SECTION 18, TOWN 4, FRACTIONAL RANGE 1, BTM, AND IN THE CITY OF CINCINNATI, HAMILTON COUNTY, OHIO, AND BEING ALL OF LOT 2 OF SEVEN WEST SEVENTH SUBDIVISION, AS SET FORTH ON THE RECORD PLAT RECORDED IN PLAT BOOK 463, PAGE 65 OF THE HAMILTON COUNTY, OHIO RECORDER'S OFFICE.

Address: 7 W. 7th Street, Cincinnati, Ohio 45202
Parcel No.: 077-0002-0301-00

EXHIBIT B

to Development Agreement

SCOPE OF WORK, BUDGET, AND SOURCE OF FUNDS

I. **SCOPE OF WORK**

Developer will redevelop 7 W. 7th Street, the former global headquarters of Macy's into a Class-A apartment community consisting approximately 338 apartments on floors 8 through 21, including a 19,100 square foot outdoor terrace on floor 8. Based on market demand, there is potential for the top two floors being redeveloped into penthouse(s), and/or office space.

II. **BUDGET, SOURCES & USES**

a. Sources of Funds

Bank Loan	\$42,100,000
Developer Equity	\$30,700,000
TOTAL SOURCES	\$72,800,000

b. Uses of Funds

ITEM	COST
ACQUISITION	
Land Acquisition	\$10,000,000
Transaction Cost	\$750,000
Demolition (Demolition work prior to commencement of construction)	\$1,750,000
HARD COSTS	
Appliances	\$2,000,000
Carpentry	\$10,000,000
Electrical	\$7,000,000
Elevator	\$600,000
Exterior/Roof	\$1,000,000
HVAC	\$11,000,000
Plumbing	\$7,500,000
Windows	\$250,000
General Conditions	\$2,500,000
GC Fee	\$1,500,000
Other Hard Costs	\$1,350,000
SOFT COSTS	
Architect & Engineering	\$2,000,000
Amenities	\$1,500,000

FF&E	\$1,000,000
Zoning	\$500,000
Permits	\$500,000
Marketing	\$200,000
Operating Carry	\$4,000,000
Financing Costs	\$1,000,000
CONTINGENCIES	
Hard+Soft Cost Contingency	\$2,770,000
RESERVES	
Interest Reserve	\$2,130,000
TOTAL DEVELOPMENT COST	\$72,800,000

- If the Rebate Payment structure is converted into a TIF backed bond structure as contemplated under Section 10(R) of the Development Agreement, this sources and uses will be modified to include the TIF backed bonds as a Source of Funds and accordingly change the Bank Loan and Developer Equity components.

EXHIBIT C

to Development Agreement

FORM OF SERVICE AGREEMENT

----- space above for Hamilton County Recorder -----

Contract No. _____

SERVICE AGREEMENT
(Macy's HQ Redevelopment)

This Service Agreement ("**Agreement**") is made and entered into as of the ____ day of _____, 202__ (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **7 WEST 7TH PROPERTY LLC**, an Ohio limited liability company, having an address of [____], Cincinnati, Ohio 452[___] ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at floors 8-21 at 7 W. 7th Street, Cincinnati, Ohio 45202, as described more fully in Exhibit A (*Legal Description*) hereto (the "**Property**").

B. As described in the *Development Agreement* between the City and Owner dated [____], 202[___] (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements.

D. In furtherance of the public purpose and to facilitate the Project, and as authorized by Ordinance No. [____], passed by Cincinnati City Council on [____] (the "**TIF Ordinance**"), the City has established a so-called project-based TIF Exemption for the Property under Section 5709.41, Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increased value of the Property shall be exempt from real property taxes, and all present and future owners of the Property, or any portion thereof, shall be required to make service payments in lieu of taxes, in semi-annual installments, in an amount equal to the amount of real property taxes that

would have been paid on the Exempt Improvements (as defined below) had an exemption not been granted (“**Service Payments**”).

F. The Property is located within the Cincinnati City School District, and the Board of Education of the Cincinnati City School District (“**Board of Education**”) has, by resolution adopted on April 27, 2020, and by a *Tax Incentive Agreement* with the City effective as of April 28, 2020, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for thirty (30) years (subject to the obligation of the City to make payments to the Board of Education as provided in Section II.C.2 of that agreement, which payments are referred to herein as the “**School Board Payments**”).

G. As provided in the Development Agreement, the City intends to use the Service Payments to (i) pay any fees due to the Hamilton County Auditor with respect to the Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) retain the VTICA Contribution, (v) provide Owner with certain Rebate Payments to promote the economic viability of the Project and thereby contributing to the urban redevelopment of Central Business District, (vi) retain the Residual Service Payments to further urban redevelopment throughout the corporate boundaries of the City of Cincinnati and (vii) support such urban redevelopment purposes as are provided in the Development Agreement and the TIF Ordinance, in each case in the amounts identified herein and subject to the terms hereof.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated by ORC Section 5709.41, et seq. and shall define the respective rights and obligations of Owner and the City with respect to the Service Payments.

I. Execution of this Agreement has been authorized by City Council by the TIF Ordinance.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained, the City and Owner agree as follows:

1. **COMPLETION OF PROJECT.** Owner shall cause the Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Service Payments as required hereunder. Owner shall use, develop, and redevelop the Project in accordance with the Development Agreement throughout the Exemption Period (as hereinafter defined), and shall comply with the terms of the Development Agreement in all respects.

2. **OBLIGATION TO MAKE SERVICE PAYMENTS.**

A. Declaration that Exempt Improvements are a Public Purpose. The City hereby confirms that, pursuant to ORC Chapter 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the assessed value of the improvements (as defined in ORC Chapter 5709.41) to the Property, including the Project (collectively, the “**Exempt Improvements**”) constitutes a public purpose and is entitled to exemption from real property taxes for a period of thirty (30) years for a period currently expected to commence in tax year 2025, subject to the terms of the TIF Ordinance (the “**Exemption Period**”).

B. Commencement of Service Payments. Owner shall commence paying Service Payments no later than the final date for payment (the last day that payment can be made without penalty or interest) of the first semi-annual installment of real property taxes in the first calendar year after the first tax year in which any Exempt Improvements appear on the Hamilton County Auditor’s tax duplicate. (For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2025, Owner’s first semi-annual tax payment will be for the tax bill for the First Half 2025, which will become due and payable to the County Treasurer on or about January 2026.) Owner shall pay Service Payments in semi-annual installments (i) on the earlier of such final date for payment of the first semi-annual installment of real property taxes, or February 1, in each year, and (ii) on the earlier of such final date for payment of the second semi-annual installment of real property taxes, or August 1, in each year (each such final date for payment is referred to herein as a “**Service Payment Date**”). Owner shall continue to make Service

Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

C. Amount of Service Payments. Each semi-annual Service Payment shall be paid to the Hamilton County Treasurer in an amount equal to one-half ($\frac{1}{2}$) of the annual amount that would have been payable in that year as real property taxes with respect to the Exempt Improvements had an exemption not been granted. However, if after the first semi-annual Service Payment has been determined and paid, the total annual amount for that year is adjusted by the taxing authorities, the amount of the second semi-annual Service Payment shall be adjusted accordingly. The Service Payments shall vary as the assessed value of the Exempt Improvements and the applicable tax rate vary from time to time.

D. Estimation. If, as of the date any Service Payment is due, the amount of the real property taxes that would have been payable on the Exempt Improvements (if not exempt) cannot be or has not been finally determined, the amount of such taxes shall be estimated by the Hamilton County Auditor or by the City (even though such taxes may be subject to contest, later determination, or adjustment because of revaluation of the Exempt Improvements) for the applicable tax year. If the sum of Service Payments so calculated and paid in any year is subsequently determined not to be equal to the total amount of real property taxes that would have been paid in that year with respect to the Exempt Improvements (if not exempt), Owner or the City shall promptly pay or repay any deficiency or excess, as appropriate, to the other within thirty (30) days after written demand; provided, however, that nothing in this sentence shall be construed to require the City to repay to Owner any amount that would reduce the total payments in any year to an amount less than the Service Payments required to be paid in that year.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid when due under this Agreement, then, in addition to Hamilton County's late fee or delinquency charge, if any, Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of real property taxes, including penalty and interest, payable pursuant to ORC Section 323.121 on the delinquent amount. In addition, if Owner fails to make any Service Payment required hereunder, Owner shall pay, in addition to the Service Payment Owner was required to pay and any late payment charges as stated above, such amount as is required to reimburse the City for all costs and other amounts (including without limitation attorneys' fees) paid or incurred by the City to enforce the Service Payment obligations against Owner or against the Property. Owner acknowledges that delays in the making of Service Payments may, among other things, result in delays in the City's ability to timely make Rebate Payments.

3. APPLICATION OF SERVICE PAYMENTS.

A. Rebate Payments. Rebate Payments shall be made in the amounts described in, and subject to all terms and conditions of, the Development Agreement.

B. Timing of Rebate Payments. Rebate Payments shall be made at the times described in the Development Agreement.

C. Change in Use: Subdivision or Ownership by Multiple Legal Entities.

(i) Change in Use. Notwithstanding the foregoing, and without limiting any of the City's remedies under this Agreement or the Development Agreement, if the Project is no longer to be used for commercial and multi-family residential purposes (unless the City has otherwise agreed in accordance with the terms of this Agreement), the City shall no longer be obligated to make the Rebate Payments and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled.

(ii) Subdivision or Ownership by Multiple Legal Entities. Without the City's prior written consent in the form of an amendment to this Agreement making such administrative and

ministerial changes as may be deemed reasonably necessary by the City, title to the Property shall not be held by more than one legal entity at a time (it being acknowledged and agreed by the City that ownership of the fee title through one legal entity, which is itself owned by multiple entities, is not ownership of the fee title to the Property by multiple entities as contemplated hereby). The City will not unreasonably withhold its agreement to such an amendment so long as the proposed amendment is otherwise consistent with this Agreement and the Development Agreement. For the avoidance of doubt, the City shall be under no obligation to enter into such an amendment if Owner seeks to include terms in such amendment that are unrelated or in addition to the division of ownership of the Property as described in this clause (ii); *provided, however*, that the City may include, as a term of such amendment, that the City will solely be required to provide notices or otherwise negotiate with one "Owner" entity as an agent for others which may succeed to Owner's rights hereunder. The City shall in no event be required to divide the Rebate Payments and pay portions of the Rebate Payments to various entities unless the City expressly agrees to do so in writing.

D. No Other Source. The City is in no way obligated under this Agreement or any other Project Document to provide Owner with any funds other than the Rebate Payments, nor is the City in any way obligated to provide the Rebate Payments from any source other than the Service Payments it actually receives in respect of the Exempt Improvements. Owner acknowledges and agrees that if the application of Service Payment proceeds to the Rebate Payments is deemed illegal or impermissible by a court of law following a non-appealable final adjudication thereof (it being agreed by the City that it shall not object to Owner's participation, at Owner's own expense, in any such legal proceedings), the Rebate Payments shall not be made and the portion of the Service Payments which would otherwise have been applied to the Rebate Payments shall be deemed to be Residual Service Payments to which Owner is in no way entitled. In such a circumstance, the City shall be under no obligation to provide compensation or reimbursement to Owner for the loss of the Rebate Payments or otherwise make equivalent payments to Owner from alternative sources.

4. **PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY**. To the extent permitted by law, the Service Payments shall be treated as a tax lien in the same manner as real property taxes and will have the same lien, rights and priority as all other real property taxes. Such a lien shall attach, and may be perfected, collected and enforced as provided by law, including enforcement by foreclosure upon such lien pursuant to the procedures and requirements of Ohio law relating to mortgages, liens, and delinquent real estate taxes. Owner hereby agrees that the obligation to make Service Payments shall have the same priority as the obligation to pay real estate taxes in the event of any bankruptcy or other like proceeding instituted by or against Owner. Owner agrees not to contest the lien, rights or priority of the Service Payments with respect to the Property.

5. **RECORDING; OBLIGATIONS TO RUN WITH THE LAND; ASSIGNMENT**.

A. Recording. Promptly after the execution of this Agreement, Owner shall cause this Agreement to be recorded in the Hamilton County, Ohio Recorder's Office, at its expense, prior to any mortgage, assignment or other conveyance of any part of the Property. All instruments of conveyance of the Property or Owner's ownership of the Property (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement.

B. Covenants Running with the Land. The obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and shall be binding and enforceable by the City against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property.

C. Obligations are Absolute and Unconditional. The obligations of Owner to make Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Project; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Exempt Improvements; commercial frustration of purpose; or any change in the constitution, tax or other laws or judicial decisions or administrative rulings of or administrative actions by or under authority of the United States of America or of the State or any political subdivision thereof.

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6. PAYMENT OF TAXES; CONTESTS.

A. Payment of Taxes. With respect to real property taxes that are not exempted under this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement), all such taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Property and/or the non-exempt improvements or any personal property or fixtures of Owner installed or brought thereon (including, without limitation, any taxes levied against Owner with respect to income or profits from operations at the Property and which, if not paid, may become or be made a lien on the Property or the Exempt Improvements). The Owner acknowledges that it, and not the City, is responsible for the payment of all utility and other charges incurred in the operation, maintenance, use and occupancy of the Property and Exempt Improvements.

B. Contests. Owner, its successors, assigns and transferees hereby agree that, during the term of this Agreement it will not seek any other real property tax exemption for the Exempt Improvements. Nothing in this Agreement is intended to prevent Owner, at its expense and in good faith, from applying for exemption of any non-exempt improvements, or contesting the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements. Nothing in this paragraph shall be construed to relieve Owner of the duty to make the Service Payments as required by this Agreement.

7. NOTICES. All notices or other communications under this Agreement shall be deemed given on receipt when personally delivered, or 48 hours after being mailed by U.S. registered or certified mail, postage prepaid, addressed to the City at 801 Plum Street, Cincinnati, OH 45202, Attention: City Manager, with a copy to the Director of the Department of Community and Economic Development, City of Cincinnati, 805 Central Avenue, Suite 700, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the City alleging that the City is in default under this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, OH 45202. The City and Owner may, by notice given under this Agreement, designate any further or different addresses to which subsequent notices or other communications shall be sent.

8. COVENANTS AND REPRESENTATIONS. Owner hereby reaffirms its representations and warranties contained in the Development Agreement and any other Project Documents as of the Effective Date of this Agreement.

9. EXEMPTION APPLICATION. Owner shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole discretion) file, in a timely fashion after the Effective Date, such applications, documents and other information with the appropriate officials of the State of Ohio and Hamilton County, or other public body as may be required to effect and maintain during the Exemption Period as described in ORC Chapter 5709 the exemption from real property taxation as contemplated by said Chapter. Owner and the City currently expect that such exemption from real property taxation shall apply initially to the 2025 tax year. Owner shall continuously use due diligence and employ commercially reasonable efforts to keep such exemption in force, not permitting the same to lapse or be suspended or revoked for any reason within Owner's control. In the event that subsequent to the allowance of such exemption, the same is at any time revoked or suspended due to the act or omission of Owner, Owner shall nevertheless continue to make Service Payments throughout the Exemption Period; *provided, however* that such Service Payments shall only be required during any period of revocation or suspension to the extent (and in the amounts) necessary to cover debt service and other financing costs related to any bonds the City has issued prior to the date of revocation or suspension of the exemption which are secured by the City to be repaid, in whole or in part, by the Service Payments (or such portion of the Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

10. DEFAULTS AND REMEDIES. If Owner fails to make any Service Payment when due (but subject to the 5 day Cure Period for Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder (including Owner's obligation to comply with the terms of the Development Agreement) and such other failure continues for more than thirty (30) days after the City notifies Owner in writing thereof, the City shall be entitled to exercise and pursue any and all rights and remedies available to it hereunder, at law or in equity, including, without limitation, (i) foreclosure of the lien created hereby, and (ii) terminating this Agreement without modifying or abrogating Owner's obligation to make Service Payments; *provided, however,* that if the nature of the default (other than a Payment Default) is such that it cannot reasonably be cured during an applicable cure period, Owner shall not be in default under this Agreement so long as Owner commences to cure the default within such cure period and thereafter diligently completes such cure within sixty (60) days after Owner's receipt of the City's initial notice of default. Owner shall pay to the City upon demand an amount equal to all costs and damages suffered or incurred by the City in connection with such default, including, without limitation, attorneys' fees. Waiver by the City of any default shall not be deemed to extend to any subsequent or other default under this Agreement. All rights and remedies hereunder are cumulative.

11. DURATION OF AGREEMENT. This Agreement shall become effective on the Effective Date and, except with respect to those provisions expressly stated to survive the expiration of this Agreement, shall expire on the later of (i) the day following the date of payment of the final Rebate Payment to be made under the Development Agreement, and (ii) the day following the date of payment of the final Service Payment applicable to the Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the City shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

12. TRUSTEE. Owner hereby acknowledges and agrees that the City may, following the Effective Date, enter into a trust agreement or other like agreement with a trustee selected by the City for the purposes of carrying out and/or administering some or all of the City's obligations under this Agreement, as determined by the City. If the City generally implements such an arrangement for transactions, such as those contemplated by this Agreement, involving tax increment financing under Ohio Revised Code Section 5709.41 or tax increment financing generally, then Owner agrees to (i) execute such documents or acknowledgments as may be reasonably required in order for the City to procure the services of such trustee, including, if applicable, a trust agreement, and (ii) pay the fees and expenses of the trustee (or, at the City's option, reimburse the City for the fees and expenses of the trustee paid by the City).

13. GENERAL PROVISIONS.

A. Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same Agreement.

B. Captions. Captions have been provided herein for the convenience of the reader and shall not affect the construction of this Agreement.

C. Governing Law and Choice of Forum. This Agreement shall be governed by the laws of the State of Ohio and the City of Cincinnati and shall be interpreted and enforced in accordance with the laws of this State and City without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the City and Owner shall be decided in the Hamilton County Court of Common Pleas. The parties hereby waive trial by jury.

D. Severability. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby, and in lieu of each provision that is illegal, invalid or unenforceable, there shall be added as a part of this Agreement provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

E. Additional Documents. The City and Owner agree to execute any further agreements, documents or instruments as may be reasonably necessary to fully effectuate the purpose and intent of this Agreement to the extent permitted by this Agreement and in compliance with all laws and ordinances controlling this Agreement.

F. Entire Agreement; Amendments. This Agreement, together with the Development Agreement, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements of the parties. This Agreement may be amended only by a written amendment signed by all parties.

G. Exhibit. The following exhibit is attached hereto and made a part hereof:
Exhibit A - Legal Description

SIGNATURES ON FOLLOWING PAGE

This Service Agreement is executed by the City and Owner by their duly-authorized officers or representatives as of the Effective Date.

7 WEST 7TH PROPERTY LLC

By: _____

Name: _____

Title: _____

Date: _____, 202__

CITY OF CINCINNATI

By: _____

John P. Curp, Interim City Manager

Date: _____, 202__

Approved as to Form:

Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____

Karen Alder, City Finance Director

NOTARY BLOCKS ON FOLLOWING PAGE

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____ (name), _____ (title) of 7 WEST 7TH PROPERTY LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 202__, by _____, _____ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

This instrument prepared by:
Kaitlyn M. Geiger, Esq.
City of Cincinnati
Office of the City Solicitor
801 Plum Street, Room 214
Cincinnati, OH 45202

**EXHIBIT A
TO
SERVICE AGREEMENT**

LEGAL DESCRIPTION

[INTENTIONALLY OMITTED]

EXHIBIT D-1

to Development Agreement

FORM OF QUITCLAIM DEED – INITIAL CONVEYANCE

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QUITCLAIM DEED

7 WEST 7TH PROPERTY LLC, an Ohio limited liability company, the address of which is 150 E. Fourth Street, 4th Floor, Cincinnati, Ohio 45202 (“**Grantor**”), for valuable consideration paid, hereby grants and conveys to the **CITY OF CINCINNATI**, an Ohio municipal corporation (“**Grantee**”), having an address at 801 Plum Street, Cincinnati, Ohio 45202, all Grantor’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

The City’s acceptance of the Property was authorized by Ordinance No. ____-2021, passed by City Council on _____, 2021.

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

Executed on _____, 202____.

7 WEST 7TH PROPERTY LLC

By: _____

Name: _____

Title: _____

Date: _____, 202__

NOTARY BLOCK FOLLOWS

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202_, by _____ (name), _____ (title) of 7 WEST 7TH PROPERTY LLC, an Ohio limited liability company, on behalf of the company. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: Kaitlyn M. Geiger, Esq.; City of Cincinnati, Office of the City Solicitor;
801 Plum Street, Room 214; Cincinnati, Ohio 45202

Exhibit A to Quitclaim Deed

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT D-2
to Development Agreement

FORM OF QUITCLAIM DEED – CITY CONVEYANCE

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

QUITCLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the “**City**”), having an address of 801 Plum Street, for valuable consideration paid, hereby grants and conveys to **7 WEST 7TH PROPERTY LLC**, an Ohio limited liability company, the address of which is 150 E. Fourth Street, 4th Floor, Cincinnati, Ohio 45202 (“**Grantee**”), all of the City’s right, title and interest in and to the real property described on Exhibit A (Legal Description) hereto.

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

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

Executed on _____, 202__.

CITY OF CINCINNATI

By: _____
John P. Curp, Interim City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__, by _____, _____ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation. The notarial act certified hereby is an acknowledgement. No oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

Notary Public
My commission expires: _____

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: Kaitlyn M. Geiger, Esq., City of Cincinnati Law Department, 801 Plum Street, Suite 214, Cincinnati, Ohio 45202

Exhibit A to Quitclaim Deed

Legal Description

[INTENTIONALLY OMITTED]

EXHIBIT E
to Development Agreement

FORM OF COMPLETION GUARANTY

SEE ATTACHED

COMPLETION GUARANTY

This Completion Guaranty ("**Guaranty**") is made as of the Effective Date (as defined on the signature page hereof) by [____], an individual and resident of the State of [____], whose address is [____] ("**Guarantor**") in favor of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**").

Recitals:

A. The City and 7 West 7th Property LLC, an Ohio limited liability company ("**Obligor**"), [being an affiliate of Guarantor], are parties to a *Development Agreement* dated [____], 202[____] (the "**Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Agreement.

B. Pursuant to the Agreement, among other things, Obligor is obligated to renovate the Property into approximately 338 residential rental units, which amount could be reduced in the event Obligor desires to construct office space at the Property (as more fully set forth and defined in the Agreement, the "**Project**").

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

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

1. Guaranty.

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

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

(C) The City may from time to time, in the exercise of its sole and absolute discretion and without providing notice to, or obtaining the consent of, Guarantor, and without in any way releasing, altering, or impairing any of Guarantor's obligations and liabilities to the City under this Guaranty: (i) waive compliance with, or any default occurring under, or grant any other indulgence with respect to, the Agreement; (ii) modify or supplement any of the provisions of the Agreement upon written agreement with Obligor; (iii) grant any extension or renewal of or with respect to the Agreement upon written agreement with Obligor and/or effect any release, compromise or settlement in connection therewith; and (iv) deal in all respects with Obligor as if this Guaranty were not in effect.

2. Liability of Guarantor.

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

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

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

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

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

4. Effect of this Guaranty. Guarantor hereby warrants to the City that: (a) Guarantor (i) [has a financial interest in the Project and] is an affiliate of Obligor; (ii) is an individual residing in the State of [___]; (iii) has full power, authority and legal right to execute, acknowledge and deliver this Guaranty; and (iv) there are no actions, suits or proceedings pending or to the knowledge of Guarantor, threatened against Guarantor, at law or in equity, or before any governmental department, commission, board, bureau, agency or instrumentality which involve the possibility of any judgment or order that may result in

any material adverse effect upon Guarantor; and (b) this Guaranty constitutes Guarantor's binding and enforceable legal obligation.

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

6. General Provisions.

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

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

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

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

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

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

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

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

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

(J) TIF Ordinance / Purchase Option Termination. This Guaranty shall automatically terminate (i) in the event that the TIF Ordinance is presented to City Council and City Council does not approve the TIF Ordinance, or (ii) in the event the City exercises its option to purchase the Property under Section 3(J) of the Agreement, then upon the closing of such purchase.

[Signature Page Follows]

Executed and effective as of _____, 20____ (the “**Effective Date**”).

GUARANTOR:

[]

Approved as to Form:

Assistant City Solicitor

This instrument prepared by: City of Cincinnati, Office of the City Solicitor
801 Plum Street, Room 214
Cincinnati, Ohio 45202

EXHIBIT F
to Development Agreement

FORM OF RESTRICTIVE COVENANT

TO BE ATTACHED TO EXECUTION VERSION

EXHIBIT G

to Development Agreement

ADDITIONAL REQUIREMENTS

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

This Exhibit serves two functions:

(i) Serving as a Source of Information With Respect to Government Requirements.

This Exhibit identifies certain Government Requirements that may be applicable to the Project, Developer, or its contractors and subcontractors. Because this Agreement requires that Developer comply with all applicable laws, regulations, and other Government Requirements (and in certain circumstances to cause others to do so), this Exhibit flags certain Government Requirements that Developers, contractors and subcontractors regularly face in constructing projects or doing business with the City. To the extent a Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

(ii) Affirmatively Imposing Contractual Obligations. If certain conditions for

applicability are met, this Exhibit also affirmatively imposes contractual obligations on Developer, even where such obligations are not imposed on Developer by Government Requirements. As described below, the affirmative obligations imposed hereby are typically a result of policies adopted by City Council which, per Council's directive, are to be furthered by the inclusion of certain specified language in some or all City contracts. The City administration (including the City's Department of Community and Economic Development) is responsible for implementing the policy directives promulgated by Council (which typically takes place via the adoption of motions or resolutions by Council), including, in certain circumstances, by adding specific contractual provisions in City contracts such as this Agreement.

(A) Construction Workforce.

(i) Applicability. Consistent with the limitations contained within the City Resolutions

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

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

(ii) Requirement. In furtherance of the policy enumerated in City Resolutions No. 32-

1983 and 21-1998 concerning the inclusion of minorities and women in City construction work, if Developer is performing construction work for the City under a construction contract to which the City is a party, Developer shall use Best Efforts to achieve a standard of no less than 11.8% Minority Persons (as

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defined below) and 6.9% females (of whom at least one-half shall be Minority Persons) in each craft trade in Developer and its general contractor's aggregate workforce in Hamilton County, to be achieved at least halfway through the construction contract (or in the case of a construction contract of six months or more, within 60 days of beginning the construction contract) (collectively, the "**Construction Workforce Goals**").

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

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

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

(ii) Contracts and Subcontracts; Competitive Bidding.

(a) Applicability. This clause (ii) is applicable to “construction contracts” under Cincinnati Municipal Code Chapter 321. Municipal Code Chapter 321 defines “construction” as “any construction, reconstruction, improvement, enlargement, alteration, repair, painting, decorating, wrecking or demolition, of any public improvement the total overall project cost of which is fairly estimated by Federal or Ohio statutes to be more than four thousand dollars and performed by other than full-time employees who have completed their probationary periods in the classified service of a public authority,” and “contract” as “all written agreements of the City of Cincinnati, its boards or commissions, prepared and signed by the city purchasing agent or a board or commission for the procurement or disposal of supplies, service or construction.”

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

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

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

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

- (1) “Bid” means an offer in response to an invitation for bids to provide construction work.
- (2) “Invitation to Bid” means the solicitation for quoted prices on construction specifications and setting a time, date and place for the submission of and public reading of bids. The place for the public reading of bids shall be chosen at the discretion of Developer; however, the place chosen must be accessible to the public on the date and time of the public reading and must have sufficient room capacity to accommodate the number of respondents to the invitation to bid.
- (3) “Trade Craft” means (a) general construction work, (b) electrical equipment, (c) plumbing and gas fitting, (d) steam and hot water heating and air conditioning and ventilating apparatus, and steam power plant, (e) elevator work, and (f) fire protection.
- (4) “Public Notification” means (a) advertisement of an invitation to bid with ACI (Allied Construction Industries) and the Dodge Report, and (b) dissemination of the advertisement (either by mail or electronically) to the South Central Ohio Minority Business Council, Greater Cincinnati Northern Kentucky African-American Chamber of Commerce, and the Hispanic Chamber of Commerce. The advertisement shall include a description of the “scope of work” and any other information reasonably necessary for the preparation of a bid, and it shall be published and disseminated no less than fourteen days prior to the deadline for submission of bids stated in the invitation to bid.

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

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

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

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

(F) Small Business Enterprise Program.

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

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

(1) Including qualified SBEs on solicitation lists.

(2) Assuring that SBEs are solicited whenever they are potential sources. Contractor must advertise, on at least two separate occasions, both in local minority publications and in other local newspapers of general circulation, invitations to SBEs to provide services, to supply materials or to bid on construction contracts for the Project. Contractor is encouraged to use the internet and similar types of advertising to reach a broader audience, but these additional types of advertising cannot be used as substitutes for the above.

(3) When economically feasible, dividing total requirements into small tasks or quantities so as to permit maximum SBE participation.

(4) When needs permit, establishing delivery schedules that will encourage participation by SBEs.

(iii) Subject to clause (i) above, if any subcontracts are to be let, Developer shall require the prime contractor to take the above affirmative steps.

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

(v) Subject to clause (i) above, Developer and its general contractor shall periodically document its best efforts and affirmative steps to meet the above SBE participation goals by notarized affidavits executed in a form acceptable to the City, submitted upon the written request of the City. The City shall have the right to review records and documentation relevant to the affidavits. If affidavits are found to contain false statements, the City may prosecute the affiant pursuant to Section 2921.12, Ohio Revised Code.

(vi) Subject to clause (i) above, failure of Developer or its general contractor to take the affirmative steps specified above, to provide fair and equal opportunity to SBEs, or to provide technical assistance to SBEs as may be necessary to reach the minimum percentage goals for SBE participation as set forth in Cincinnati Municipal Code Chapter 323, may be construed by the City as failure of Developer to use best efforts, and, in addition to other remedies under this Agreement, may be a cause for the City to file suit in Common Pleas Court to enforce specific performance of the terms of this section.

(G) Equal Employment Opportunity.

(i) Applicability. Chapter 325 of the Cincinnati Municipal Code (Equal Employment Opportunity) applies (a) where the City expends more than \$5,000 under a non-construction contract, or (b) where the City spends or receives over \$5,000 to (1) employ another party to construct public improvements, (2) purchase services, or (3) lease any real or personal property to or from another party. Chapter 325 of the Municipal Code does not apply where the contract is (a) for the purchase of real or personal property to or from another party, (b) for the provision by the City of services to another party, (c) between the City and another governmental agency, or (d) for commodities such as utilities.

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

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

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

resulting from the actions by the federal agencies authorized to enforce the Immigration and Nationality Act, or by determinations of the U.S.

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

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

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

(M) Wage Enforcement.

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

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

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

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

(c) If this contract is subject to the Wage Enforcement provisions of Chapter 326 of the Cincinnati Municipal Code, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, {00353859-5}

findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

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

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

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

(N) Americans With Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

(i) Applicability. Cincinnati City Council passed Ordinance No. 89-2017 on May 10, 2017. This ordinance requires all agreements in which the City provides any amount of "qualifying incentives" for projects involving the construction of a parking garage to include a provision requiring the inclusion of certain features in the garage relating to electric vehicles. The ordinance defines "qualifying incentives" as the provision of incentives or support for the construction of a parking garage in the form of (a) the provision of any City monies or monies controlled by the City including, without limitation, the provision of funds in the form of loans or grants; (b) the provision of service payments in lieu of taxes in connection with tax increment financing, including rebates of service payments in lieu of taxes; and (c) the

{00353859-5}

provision of the proceeds of bonds issued by the City or with respect to which the City has provided any source of collateral security or repayment, including, but not limited to, the pledge of assessment revenues or service payments in lieu of taxes. For the avoidance of doubt, "qualifying incentives" does not include (1) tax abatements such as Community Reinvestment Area abatements pursuant to Ohio Revised Code 3735.67, et seq., or Job Creation Tax Credits pursuant to Ohio Revised Code 718.15; (2) the conveyance of City-owned real property for less than fair market value; and (3) any other type of City support in which the City provides non-monetary assistance to a project, regardless of value.

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

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

*Addendum I
to
Additional Requirements Exhibit*

City's Prevailing Wage Determination

REQUEST FOR PROJECT WAGE DETERMINATION

DATE RECEIVED: 11/15/21

ORIGINAL ASSIGNED NUMBER: 2021-259

REQUESTING AGENCY OR DEPT:
Economic Development

DEI USE ONLY

Fillout and Circle all that Apply Below:

FUNDING GUIDELINES:
(State or Federal)

CONTACT PERSON AND PHONE NUMBER:
Rob Denham ext. 6253

RATES THAT APPLY:
(Building, Heavy, Highway, Residential)

Requested Date: 11/15/2021
Estimated Advertising Date: 01/01/2022
Estimated Bid Opening Date: 02/01/2022
Estimated Starting Date: 01/01/2023

[Prevailing Wage Does Not Apply]

DECISION NUMBER: n/a

SOURCE AND FUND NUMBER

MODIFICATIONS: n/a

CITY FUND

DECISION DATE: n/a

STATE FUND

EXPIRATION DATE: n/a

COUNTY FUND

SUPERSEDES DECISION NUMBER:

FEDERAL FUND

DETERMINATION BY:

PROJECT ACCOUNT NUMBER:

Name: Lydgia Sartor

AMT. OF PUB. FUNDING \$: 0

Title: Development Manager

TOTAL PROJECT DOLLARS: 72,800,000

Date: 11/17/21

APPROVED BY:

NAME OF PROJECT

Edgar De Veyra, Interim Director
DIRECTOR, DEPARTMENT OF ECONOMIC
INCLUSION

Macy's Corporate HQ Redevelopment

COMMENTS:

As described, no direct public funds will be used on the project. Therefore, neither State nor Federal prevailing wage will apply.

Further, local prevailing wage does not apply as the project does not meet the definition of a "Development Agreement" under CMC 321-1-D2(b)(1).

Note: Any changes to the scope, funding or developer on the project, or the failure of the project to start within 90 days of the determination will require revisions to this wage determination.

TYPE OF WORK

- | | | | |
|---------------|---|----------------|---|
| 1. Building | X | 2. Heavy | |
| 3. Highway | | 4. Residential | X |
| 5. Demolition | | | |
| 6. Other | | | |

PROJECT LOCATION

Developer will redevelop 7 W. 7th Street, the former global headquarters of Macy's into a Class-A apartment community consisting of a 21-story building, with 383 apartments on floors 9 through 21, including a 19,100 square foot outdoor terrace. The development will also include 394 on-site parking spaces, which are privately owned but as a part of the transaction a Reciprocal Easement Agreement was executed in the parking agreement. The attached parking garage and ground floor retail are owned and operated separately, by Parking Corporation of America.

PROJECT FUNDING SOURCE

No direct funding is being awarded. City incentive is 5709.41 TIF for a term of 30 years.

PROJECT SCOPE OF WORK AND BUDGET

Victrix Investment, LLC. proposes the redevelopment and conversion of the former Macy's corporate HQ building into approximately 383 residential apartment units, with three hundred and ninety-four (394) attached garage parking spaces and commercial space that are both separately owned. The project will cost an estimated \$72,762,877.

DEI 217 Form
REV: 6/12/2017

January 20, 2022

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager

Subject: Finance and Budget Monitoring Report for the Period Ending September 30, 2021

The purpose of this report is to provide the City Council with the status of the City's Fiscal Year (FY) 2022 financial and operating budget conditions as of September 30, 2021, to note any significant variances, identify potential budget issues, and provide recommendations. The report is divided in two sections: revenues and expenditures. Various supplemental reports are attached to reflect forecasted revenue, actual revenue, expenditures, and commitments through September 30, 2021.

The following Citywide issues may impact the General Fund 050, Special Revenue Funds, and Enterprise Funds.

1. General Fund revenues are greater than projected by \$7.0 million through the end of September. However, this report highlights increased potential expenditure needs in the amount of \$12.9 million.
2. Cincinnati Fire Department attrition through September 2021 was six times higher than expected, which necessitated the use of overtime to backfill sworn positions. Additionally, Fire overtime usage has been further exacerbated by the use of sick leave as a result of the COVID-19 pandemic. The additional overtime need for Fire is currently projected at up to \$11.8 million.
3. Historically, Police and Fire lump sum payments have exceeded budgeted amounts due to the unanticipated retirements of long-time sworn public safety employees as well as actual attrition outpacing projections. Attrition and lump sum payments will be closely monitored. Supplemental appropriations may be required.
4. The Approved FY 2022 Budget included a 2.0% cost of living adjustment (COLA) for non-sworn employees (i.e., Non-Represented, American Federation of State, County and Municipal Employees (AFSCME), American Federation of State, County and Municipal Employees Municipal Workers (AFSCME MWs), Buildings Trades, Teamsters, and Cincinnati Organized and Dedicated Employees (CODE)). An agreement has been reached with AFSCME that

includes a one-time Premium Pay, also called “Hazard Pay,” in the amount of \$1,000 per employee. A portion of this pay is eligible for reimbursement under the American Rescue Plan (ARP) Act based on guidance from the United States Department of the Treasury. The non-reimbursable portion may result in a personnel shortfall and may require a supplemental appropriation for certain departments. Additionally, the collective bargaining agreement with CODE will expire during FY 2022. Negotiations will start with CODE closer to their contract’s expiration date in March 2022. Any agreements that exceed budgeted COLA amounts and additional wage item increases may result in a budget deficit for departments. If necessary, a supplemental appropriation may be required.

5. Community Health Center Activities Fund 395 revenues continue to be negatively impacted by COVID-19. Healthcare workers remain in high demand, which has resulted in a staffing shortage in nurses and medical assistants working in health centers. These staffing issues have impacted appointment availability and related revenue. The Cincinnati Health Department is in the process of hiring temporary staff to alleviate staffing needs until the department can fill the permanent position vacancies. Revenue trends will continue to be closely monitored. American Rescue Plan Act reimbursements and Federal Emergency Management Agency (FEMA) reimbursements are being pursued for eligible COVID-19 related expenses.
6. Parking meter usage has not fully returned to pre-pandemic levels, which has negatively impacted revenue in Parking Meter 303. However, many contractual service expenditures are based on revenue, so less revenue results in lower expenses in some cases. This will partially offset the reduction in revenue. The fund will be monitored closely to ensure expenditures do not outpace revenues.
7. The COVID-19 pandemic continues to impact supply chains and the costs of various goods and services. Departments report several areas of concern, including energy costs, vehicle repair and maintenance costs, and the supply of new vehicles. Trends in the energy sector show an increase in costs for natural gas, petroleum, etc. Supply chain issues have also resulted in the shortage of vehicle parts and semiconductor chips. Fleet repairs are becoming more difficult and more expensive in certain cases. The acquisition of new vehicles has also been affected by these issues. Fleet Services anticipates that new vehicles will be significantly delayed which may result in an operating budget need for vehicle leases until new vehicles become available and increased repair costs as older vehicles will remain in service for a longer than anticipated period of time. The supply chain issues are not expected to subside until the summer of 2022. These issues will be monitored closely for budgetary and operational impacts.

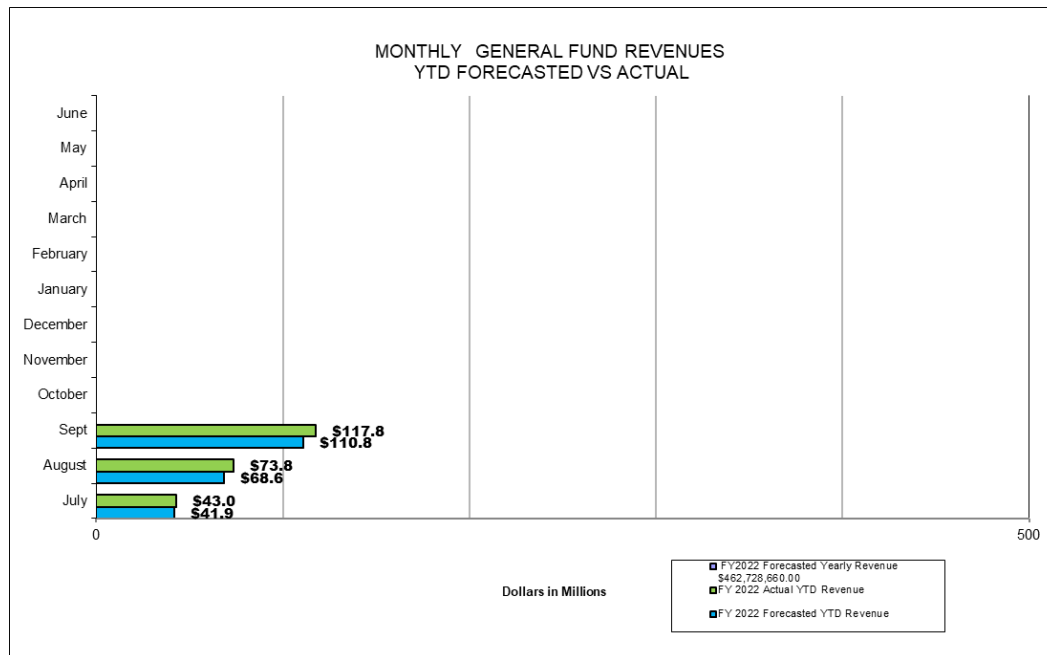
REVENUE

The following report provides an update on the City of Cincinnati’s financial condition as of the month ending September 30, 2021. Variances are based on current year estimates and prior year activity in the attached schedules. This report also represents the results of the first quarter of the fiscal year.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue versus forecasted revenue and prior year actual revenue versus current year actual revenue. Both of those reports are presented on a monthly and year to date basis.

I. GENERAL FUND 050

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through September 30, 2021 and shows that actual revenue of \$117.8 million was above forecasted revenue of \$110.8 million by \$7.0 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year to date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	\$1,710,258	
City Income Tax	\$3,908,125	
Admissions Tax	\$453,679	
Short Term Rental Excise Tax	\$242,939	
Licenses & Permits	\$373,700	
Fines, Forfeitures, & Penalties	\$132,181	
Investment Income	\$367,592	
Local Government	\$588,048	
Casino	\$566,152	
Police		(\$47,935)
Buildings and Inspections	\$237,336	
Fire	\$75,008	
Parking Meter	\$150	
Other		(\$1,608,609)
	\$8,655,166	(\$1,656,544)
Difference	\$6,998,622	

General Fund (favorable variance) is \$7.0 million above the amount forecasted through September in the FY 2022 Budget. This also represents the end of the first quarter of the fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

- 1. General Property Tax (favorable variance) is up \$1.7 million.** Revenue is greater than projected as a result of higher assessed property values utilized by the County Auditor.
- 2. Income Tax (favorable variance) is \$3.9 million** above the forecasted amount. However, businesses that filed for extensions of their net profit returns in April may be eligible for refunds in October which would affect the favorable variance. The Administration is still monitoring income tax trends very closely due to the shift to remote work.
- 3. Local Government Fund (favorable variance) is up \$588k.** The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.
- 4. Casino (favorable variance) is \$566k** above the forecasted amount. The casino revenue is outperforming current estimates, which have been set at pre-pandemic levels.

II. RESTRICTED FUNDS

- A. Parking System Facilities (favorable variance) is \$257k** above estimate. Parking revenue reflects more venues and businesses opening back up from the pandemic and more patronage around the City. The fiscal year estimates are conservative due to the uncertainty of the COVID-19 variants.
- B. Municipal Golf (favorable variance) is \$774k** above the forecasted amount. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as the weather has been more than favorable this summer for the sport.
- C. Recreation Special Activities (unfavorable variance) is down \$360,000.** The Cincinnati Recreation Commission has experienced a reduction in revenue due to the cancellation of some team sports due to a shortage of game officials.
- D. Hazard Abatement (unfavorable variance) is \$228k** below the forecasted amount. The Vacant Buildings Maintenance License revenue is down due to the increased number of license waivers requested during the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures processed during the pandemic.

EXPENDITURES

The following provides an update on the City of Cincinnati's operating budget position as of the month ending September 30, 2021. The attached Fund Summary Report provides the current budget, expenditures, and commitments of each appropriated fund. This report is presented on a year to date basis.

I. GENERAL FUND 050

As shown on the attached report, total expenditures are 23.2% of budget, and commitments are 29.0% of budget in the General Fund 050 as compared to the estimated period ending September 30, 2021, or 25% of the fiscal year. "Non-personnel expenses" are trending higher at 50.7% committed year to date due to encumbering twelve months of expenditures for certain commodities such as gas and electric costs, contractual services, and materials and supplies. This is not unusual for this reporting period.

The majority of departments have indicated their FY 2022 General Fund 050 appropriation will meet their budgetary needs through the end of the fiscal year. However, budget transfers may be necessary to move funds from divisions and programs with savings to others within the respective departments that have budget

needs. These transfers will be included in the Final Adjustment Ordinance (FAO), which will be presented to the City Council in May 2022.

A. Budget Savings Identified

At this time, no General Fund 050 departments are projecting a savings at the end of FY 2022. Any savings identified will be available to support budget needs in other departments and programs as necessary. Interdepartmental transfers of funds from one department to another will be included in the FAO as appropriate.

B. Budget Needs Identified

Based on current expenditure projections, the following General Fund 050 departments are forecasting a budget need in FY 2022. The departments have been advised to manage their appropriated resources so that supplemental appropriations will not be required. However, the Administration will continue to closely monitor these budgets in the coming months and work with the respective departments to mitigate the need for supplemental appropriations. As appropriate, any remaining budget needs will be addressed in the FAO.

1. Cincinnati Fire Department (\$11.8 million)

Through September 30, 2021, attrition has trended six times higher than expected due to unanticipated sworn separations. Increased attrition has necessitated the use of overtime to backfill vacant positions. Additionally, the COVID-19 pandemic continues to impact sick leave usage. Sick leave pay has increased nearly 30% compared to pre-pandemic levels. This is due to COVID-19 diagnoses, exposure, or mandatory quarantine periods required while waiting for test results. COVID-19 related sick leave has been further exacerbated by the close living and working conditions of sworn staff in fire houses. However, overtime is expected to decline starting in January 2022 when Recruit Class #118 graduates. If overtime trends do not curtail, the Cincinnati Fire Department projects a need of up to \$11.8 million by fiscal year end due to higher than anticipated lump sum payments and increased overtime. These items have also impacted wage-based fringe benefit expenses. Both the department and the Office of Budget and Evaluation will continue to closely monitor staffing trends and overtime needs.

2. Cincinnati Police Department (\$1.0 million)

The Cincinnati Police Department projects an overall need of \$1.0 million due to increased overtime as the result of higher rates of sworn position vacancies and the request for additional Police Visibility Overtime (PVO). Due to the increased vacancy rate, higher levels of overtime are expected for the remainder of the fiscal year. It is anticipated that increased position vacancy savings will partially mitigate these increased costs. The total liability will be adjusted as the fiscal year progresses. Lastly, lump sum payments have exceeded expectations due to higher

levels of retirement. The total budget impact of these increases will be closely monitored.

3. Department of Economic Inclusion (\$85,000)

The Department of Economic Inclusion projects a non-personnel need related to a prior year leveraged support obligation that has required the utilization of the majority of their FY 2022 non-personnel appropriation. Council has passed a supplemental appropriation to address this need.

C. Within Budget, Intradepartmental Budget Transfers May Be Needed

Numerous General Fund 050 departments have indicated the ability to manage their resources within their appropriation. However, budget adjustments within their departments may be required. These transfers are referred to as Intradepartmental Budget Transfers. Unless noted otherwise, these Intradepartmental Budget Transfers will be included in the FAO, which will be presented to the City Council for approval in May 2022.

1. Clerk of Council

The Clerk of Council's Office projects no budget savings or need at this time.

2. Enterprise Technology Solutions

The Department of Enterprise Technology Solutions projects no budget savings or need at this time.

3. City Manager's Office: Office of Communications

The Office of Communications projects no budget savings or need at this time.

4. City Manager's Office: Office of Human Relations

The Office of Human Relations projects a \$14,000 need related to the final pension obligation payment to the United Way for Community Outreach Advocates. This is a one-time need; it is expected that this need can be offset by vacancy savings in the City Manager's Office.

5. City Manager's Office: Office of Budget and Evaluation

The Office of Budget and Evaluation does not project a savings or need at this time, pending reimbursement processing.

6. City Manager's Office: Emergency Communications Center (ECC)

The Emergency Communications Center projects no budget savings or need at this time.

7. City Manager's Office: Office of Environment and Sustainability

The Office of Environment and Sustainability projects no budget savings or need at this time. However, the recycling budget faces shortages annually and will be monitored during the fiscal year to address any needs.

8. City Manager’s Office: Office of Procurement

The Office of Procurement projects a possible contractual services need due to the Law Department billing for collection fees, which was not budgeted. This need will be monitored.

9. City Manager’s Office: Office of Performance and Data Analytics (OPDA)

The Office of Performance and Data Analytics projects no budget savings or need at this time.

10. City Manager’s Office: Internal Audit

Internal Audit projects no budget savings or need at this time.

11. Department of Law

At this time, the Department of Law projects no budget savings or need for FY 2022. However, the department has incurred some unplanned non-personnel expenses related to outside counsel on various cases which may create a budget shortfall.

12. Department of Human Resources

The Department of Human Resources projects no budget savings or need at this time. However, as the HR centralization process is implemented, there may be some non-personnel needs that will need to be addressed.

13. Department of Finance

The Department of Finance projects a possible fringe benefits need, pending the processing of reimbursements. This need will be monitored.

14. Department of Community and Economic Development (DCED)

The Department of Community and Economic Development projects no budget savings or need at this time.

15. Department of City Planning and Engagement

The Department of City Planning and Engagement projects no budget savings or need at this time. However, a potential non-personnel need may arise due to membership fees and postage. Additionally, the department may not be able to fully meet their budgeted reimbursements by fiscal year-end due to unexpected position vacancies, which would create a personnel shortfall as well.

On August 4, 2021, the City Council passed Ordinance No. 0331-2021 to transfer the Zoning Administration Division from the Department of Buildings and

Inspections to the Department of City Planning and Engagement. The division transfer is effective October 3, 2021. The General Fund resources associated with this division will be monitored closely for the remainder of FY 2022.

16. Citizen Complaint Authority

The Citizen Complaint Authority projects a possible personnel savings due to an unexpected position vacancy.

17. Cincinnati Recreation Commission

The Cincinnati Recreation Commission projects no budget savings or need at this time.

18. Cincinnati Parks Department

The Parks Department projects no budget savings or need at this time.

19. Department of Buildings and Inspections

The Department of Buildings and Inspections projects no budget savings or need at this time. The department has several reimbursements that will be processed in October.

20. Department of Transportation & Engineering

The Department of Transportation and Engineering projects savings and needs within the department's appropriation. The department is behind on processing reimbursements. The department will continue to monitor all expenses but is confident that any needs can be settled within their current appropriation.

21. Department of Public Services

The Department of Public Services projects a personnel savings due to position vacancies. These savings are partially offset by increased utility costs due to stormwater rate increases. Over the previous three calendar years, stormwater rate increases have resulted in expenses outpacing budgeted resources for utility expenses at city-owned buildings. Based on current billings, utility expenses could create a budget need of approximately \$45,500. These savings and needs will be monitored closely as the fiscal year continues.

II. ENTERPRISE FUNDS

Enterprise Funds account for any activity for which a fee is charged to external users for goods or services. If an activity's principal revenue source meets any one of the following criteria, it is required to be reported as an enterprise fund: (1) an activity financed with debt that is secured solely by pledge of the net revenues from fees and charges for the activity; (2) laws or regulations which require that the activity's costs of providing services, including capital costs, be recovered with fees and charges,

rather than with taxes or similar revenues; or (3) pricing policies which establish fees and charges designed to recover the activity's costs.

A. Water Works Fund 101

Water Works Fund 101 is 16.5% expended year to date. The Greater Cincinnati Water Works (GCWW) projects a net need of \$584,000 primarily due to the Lick Run emergency water main repair and higher than anticipated contract services costs. However, these non-personnel needs may be partially offset by position vacancy savings.

B. Parking System Facilities Fund 102

Parking System Facilities Fund 102 includes the budget for off-street parking enterprises (including garages). Fund 102 is currently 7.5% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects a net savings of \$150,000 due to lower than expected contractual services expenses.

C. Duke Energy Convention Center Fund 103

Duke Energy Convention Center Fund 103 is 13.8% expended year to date. The Finance Department projects no budget savings or need for FY 2022.

D. General Aviation Fund 104

General Aviation Fund 104 is 14.7% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 104 due to position vacancies, which will be monitored.

E. Municipal Golf Fund 105

Municipal Golf Fund 105 is 25.0% expended year to date, which reflects expenses for the calendar year (CY) 2021 golf season, which meet expectations. The Cincinnati Recreation Commission projects no budget savings or need.

F. Stormwater Management Fund 107

Stormwater Management Fund 107 provides resources to various City departments. The major recipient of resources from this fund is the Stormwater Management Utility (SMU). The Department of Public Services, the Parks Department, and the Department of Buildings and Inspections also receive appropriations from this fund. The Stormwater Management Fund is 13.5% expended year to date. SMU, the Parks Department, and the Department of Buildings and Inspections project no budget savings or need at this time. The Department of Public Services projects a personnel savings due to position vacancies.

III. DEBT SERVICE FUND

Debt Service Funds account for the accumulation of resources for, and the payment of, principal and interest on the City's bonds issued in support of governmental activities.

A. Bond Retirement Fund 151

Bond Retirement Fund 151 is 3.2% expended year to date. The Finance Department projects no budget savings or need for FY 2022.

IV. APPROPRIATED SPECIAL REVENUE FUNDS

Special Revenue Funds account for the proceeds of specific revenue sources (other than trusts for individuals, private organizations, or other governments, or for major capital projects) that are legally restricted to expenditures for specific purposes.

The Office of Budget and Evaluation, in cooperation with various City departments, reviewed appropriated special revenue funds to ensure the Approved FY 2022 Budget remains in balance. Based on expenditures and revenues through September 30, 2021, most special revenue funds are on target with regards to their budget and require no additional appropriations at this time. Any identified issues are highlighted in the narrative summaries provided below. If warranted, budget adjustments will be addressed in the FAO later in the fiscal year.

A. Street Construction, Maintenance & Repair Fund 301

Street Construction, Maintenance & Repair Fund 301 is 14.0% expended year to date. The Department of Transportation and Engineering projects no budget savings or need in FY 2022. The Department of Public Services anticipates personnel and fringe benefit savings in Fund 301; however, these savings may be partially offset by increased winter emergency operation expenses depending on the weather conditions over the next few months.

B. Income Tax-Infrastructure Fund 302

Income Tax-Infrastructure Fund 302 provides resources to several City departments. The Department of Transportation and Engineering is the largest recipient of resources from this fund. The Department of Public Services also receives Income Tax-Infrastructure resources. Fund 302 is 15.8% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 302 due to position vacancies, which will be monitored. The Department of Public Services projects no budget savings or need at this time.

C. Parking Meter Fund 303

Parking Meter Fund 303 includes the budget for on-street parking enterprises (including parking meters). Fund 303 is currently 17.4% expended year to date. The Division of Parking Facilities within the Department of Community and

Economic Development projects a net savings of \$50,000 due to lower than expected traffic control supplies expenses.

D. Municipal Motor Vehicle License Tax Fund 306

Municipal Motor Vehicle License Tax Fund 306 is 12.2% expended year to date. The Department of Public Services projects a personnel savings in Fund 306 due to position vacancies; however, these savings may be offset by increased winter emergency operation expenses depending on the weather conditions over the next few months.

E. Sawyer Point Fund 318

Sawyer Point Fund 318 is 8.4% expended year to date. The Parks Department projects no budget savings or need in Fund 318.

F. Recreation Special Activities Fund 323

Fund 323 is currently 13.7% expended year to date. The Cincinnati Recreation Commission projects no budget savings or need in Fund 323.

G. Cincinnati Riverfront Park Fund 329

Cincinnati Riverfront Park Fund 329 is the appropriated fund that is for Smale Park. Fund 329 is currently 2.5% expended year to date. The Parks Department projects no budget savings or need in Fund 329.

H. Hazard Abatement Fund 347

Hazard Abatement Fund 347 is 6.4% expended year to date. The Department of Buildings and Inspections projects no budget savings or need at this time.

I. Bond Hill Roselawn Stabilization & Revitalization Operations Fund 358

Bond Hill Roselawn Stabilization & Revitalization Operations Fund 358 was established in FY 2016 as a \$1.0 million contract over five years for the Bond Hill Roselawn neighborhood. The full remaining fund balance of \$250,000 was appropriated in FY 2022. Once the funds are exhausted, the fund will be eliminated. This fund is 100.00% committed for FY 2022.

J. 9-1-1 Cell Phone Fees Fund 364

9-1-1 Cell Phone Fees Fund 364 is the appropriated fund that governs the City portion of state collected revenue from mobile device fees. Fund 364 is currently 1.3% expended year to date. The Emergency Communications Center projects no budget savings or need in Fund 364.

K. Safe and Clean Fund 377

Safe and Clean Fund 377 is the appropriated fund that collects revenue associated with billboard leases. These resources are allocated to Keep Cincinnati Beautiful

(KCB) expenditures. This fund is currently 1.6% expended year to date. The Department of Public Services projects no budget savings or need.

L. Community Health Center Activities Fund 395

Community Health Center Activities Fund 395 is 19.7% expended year to date. The Cincinnati Health Department (CHD) projects a personnel and fringe benefit need in health centers. However, CHD anticipates these needs will be offset by a personnel and fringe benefit savings anticipated from school-based services. The department has several staff members assigned to COVID-19 related tasks; therefore, the department will pursue American Rescue Plan (ARP) Act reimbursements and Federal Emergency Management Agency (FEMA) reimbursements for eligible expenses as well. Transfers may be required as part of the FAO.

M. Cincinnati Health District Fund 416

General operational support to the Cincinnati Health Department is provided by Cincinnati Health District Fund 416. This fund is 20.8% expended year to date. The Cincinnati Health Department (CHD) projects a net need of \$271,000 primarily due to COVID-19 related expenditures and an increase in contractual service costs for security services. CHD also anticipates a need in personnel and fringe benefits due to COVID-19 related overtime. Eligible COVID-19 expenses will be reimbursed by the American Rescue Plan (ARP) Act and Federal Emergency Management Agency (FEMA) funding. The Department also identified position vacancy savings that will be used to partially offset expected needs. Transfers may be required as part of the FAO.

N. Cincinnati Area Geographic Information System (CAGIS) Fund 449

Cincinnati Area Geographic Information System Fund 449 is 21.5% expended year to date. Enterprise Technology Solutions projects no budget savings or need at this time.

O. Streetcar Operations Fund 455

Streetcar Operations Fund 455 is 15.5% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 455 due to position vacancies, which will be monitored.

P. County Law Enforcement Applied Regionally (CLEAR) Fund 457

The CLEAR Fund is 10.4% expended year to date. Enterprise Technology Solutions projects no budget savings or need for FY 2022.

Summary

Through September 30, 2021, major budget issues include the Fire Department's staffing and overtime needs, Police and Fire lump sum payments, revenue decline in Community Health Center Activities Fund 395 and Parking Meter Fund 303,

unbudgeted wage items resulting from collective bargaining agreements, and COVID-19 related impacts to the supply chain and the costs of various goods and services. Departments have identified possible savings and shortfalls, which will continue to be monitored and updated monthly.

Submitted herewith are the following Office of Budget & Evaluation reports:

1. Fund Summary Report for the month ended September 30, 2021.

Submitted herewith are the following Department of Finance reports:

2. Comparative Statement of Revenue (Actuals, Forecast and Prior Year) as of September 30, 2021.
3. Audit of the City Treasurer's Report for the month ended August 31, 2021.
4. Statement of Balances in the various funds as of September 30, 2021.

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

cc: William "Billy" Weber, Assistant City Manager
Karen Alder, Finance Director
Andrew M. Dudas, Budget Director

Attachments

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2022
AS OF 09/30/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
050	General	PERSONNEL SERVICES	261,816,834	59,830,507	22.9%	861,352	60,691,859	23.2%	201,124,975
		EMPLOYEE BENEFITS	92,027,302	25,405,749	27.6%	503,259	25,909,009	28.2%	66,118,293
		NON-PERSONNEL EXPENSES	74,525,202	14,347,066	19.3%	23,408,556	37,755,622	50.7%	36,769,580
		PROPERTIES	25,600		0.0%			0.0%	25,600
		*TOTAL FUND_CD 050	428,394,938	99,583,322	23.2%	24,773,167	124,356,489	29.0%	304,038,449
101	Water Works	PERSONNEL SERVICES	41,340,370	7,445,454	18.0%		7,445,454	18.0%	33,894,916
		EMPLOYEE BENEFITS	17,618,190	3,292,232	18.7%		3,292,232	18.7%	14,325,958
		NON-PERSONNEL EXPENSES	44,541,240	4,025,630	9.0%	16,370,730	20,396,361	45.8%	24,144,879
		DEBT SERVICE	45,232,610	9,714,964	21.5%		9,714,964	21.5%	35,517,646
		*TOTAL FUND_CD 101	148,732,410	24,478,281	16.5%	16,370,730	40,849,011	27.5%	107,883,399
102	Parking System Facilities	PERSONNEL SERVICES	367,860	73,584	20.0%		73,584	20.0%	294,276
		EMPLOYEE BENEFITS	139,830	33,006	23.6%		33,006	23.6%	106,824
		NON-PERSONNEL EXPENSES	4,937,900	465,325	9.4%	2,688,095	3,153,421	63.9%	1,784,479
		DEBT SERVICE	2,218,940		0.0%			0.0%	2,218,940
		*TOTAL FUND_CD 102	7,664,530	571,915	7.5%	2,688,095	3,260,010	42.5%	4,404,520
103	Convention-Exposition Center	PERSONNEL SERVICES	69,420	16,177	23.3%		16,177	23.3%	53,243
		EMPLOYEE BENEFITS	40,340	5,582	13.8%		5,582	13.8%	34,758
		NON-PERSONNEL EXPENSES	9,559,090	1,350,935	14.1%	1,701,341	3,052,276	31.9%	6,506,814
		DEBT SERVICE	306,320		0.0%			0.0%	306,320
		*TOTAL FUND_CD 103	9,975,170	1,372,694	13.8%	1,701,341	3,074,034	30.8%	6,901,136
104	General Aviation	PERSONNEL SERVICES	869,140	170,117	19.6%		170,117	19.6%	699,023
		EMPLOYEE BENEFITS	379,360	70,908	18.7%		70,908	18.7%	308,452
		NON-PERSONNEL EXPENSES	926,430	85,621	9.2%	134,630	220,251	23.8%	706,179
		DEBT SERVICE	51,270		0.0%			0.0%	51,270
		*TOTAL FUND_CD 104	2,226,200	326,647	14.7%	134,630	461,277	20.7%	1,764,923
105	Municipal Golf	PERSONNEL SERVICES	219,950	18,306	8.3%		18,306	8.3%	201,644
		EMPLOYEE BENEFITS	78,610	5,677	7.2%		5,677	7.2%	72,933
		NON-PERSONNEL EXPENSES	4,917,610	1,363,141	27.7%	527,586	1,890,726	38.4%	3,026,884
		DEBT SERVICE	325,630		0.0%			0.0%	325,630
		*TOTAL FUND_CD 105	5,541,800	1,387,123	25.0%	527,586	1,914,709	34.6%	3,627,091

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2022
AS OF 09/30/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	PERCENT EXPENDED	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
107	Stormwater Management	PERSONNEL SERVICES	9,162,390	13.8%	1,265,492			1,265,492	13.8%	7,896,898
		EMPLOYEE BENEFITS	3,985,700	12.7%	505,756			505,756	12.7%	3,479,944
		NON-PERSONNEL EXPENSES	11,101,610	15.9%	1,761,362		2,635,905	4,397,267	39.6%	6,704,343
		PROPERTIES	190,000	0.0%					0.0%	190,000
		DEBT SERVICE	1,699,480	0.0%					0.0%	1,699,480
		*TOTAL FUND_CD 107	26,139,180	13.5%	3,532,610		2,635,905	6,168,514	23.6%	19,970,666
151	Bond Retirement - City	PERSONNEL SERVICES	300,200	6.9%	20,731			20,731	6.9%	279,469
		EMPLOYEE BENEFITS	125,620	6.0%	7,523			7,523	6.0%	118,097
		NON-PERSONNEL EXPENSES	3,436,380	0.1%	4,926		37,500	42,426	1.2%	3,393,954
		DEBT SERVICE	180,341,590	3.2%	5,845,182			5,845,182	3.2%	174,496,408
		*TOTAL FUND_CD 151	184,203,790	3.2%	5,878,363		37,500	5,915,863	3.2%	178,287,927
301	Street Construction Maintenance & Repair	PERSONNEL SERVICES	6,477,260	15.5%	1,006,949			1,006,949	15.5%	5,470,311
		EMPLOYEE BENEFITS	3,022,210	16.4%	496,394			496,394	16.4%	2,525,816
		NON-PERSONNEL EXPENSES	6,781,730	11.6%	783,697		1,504,436	2,288,133	33.7%	4,493,597
		PROPERTIES								
		*TOTAL FUND_CD 301	16,281,200	14.0%	2,287,041		1,504,436	3,791,477	23.3%	12,489,723
302	Income Tax-Infrastructure	PERSONNEL SERVICES	12,522,540	17.9%	2,237,673			2,237,673	17.9%	10,284,867
		EMPLOYEE BENEFITS	4,755,640	20.2%	962,898			962,898	20.2%	3,792,742
		NON-PERSONNEL EXPENSES	5,171,670	6.6%	343,041		957,958	1,300,999	25.2%	3,870,671
		*TOTAL FUND_CD 302	22,449,850	15.8%	3,543,612		957,958	4,501,570	20.1%	17,948,280
303	Parking Meter	PERSONNEL SERVICES	1,744,870	17.2%	300,038			300,038	17.2%	1,444,832
		EMPLOYEE BENEFITS	729,570	20.3%	148,427			148,427	20.3%	581,143
		NON-PERSONNEL EXPENSES	2,299,210	16.6%	381,062		917,081	1,298,142	56.5%	1,001,068
		*TOTAL FUND_CD 303	4,773,650	17.4%	829,527		917,081	1,746,607	36.6%	3,027,043
306	Municipal Motor Vehicle License Tax	PERSONNEL SERVICES	1,479,640	19.4%	286,903			286,903	19.4%	1,192,737
		EMPLOYEE BENEFITS	707,360	19.8%	139,787			139,787	19.8%	567,573
		NON-PERSONNEL EXPENSES	1,594,820	2.2%	35,591		84,940	120,531	7.6%	1,474,289
		*TOTAL FUND_CD 306	3,781,820	12.2%	462,281		84,940	547,221	14.5%	3,234,599

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2022
AS OF 09/30/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
318	Sawyer Point	PERSONNEL SERVICES	401,850	32,526	8.1%		32,526	8.1%	369,324
		EMPLOYEE BENEFITS	58,780	9,639	16.4%		9,639	16.4%	49,141
		NON-PERSONNEL EXPENSES	713,830	56,545	7.9%	179,825	236,369	33.1%	477,461
		*TOTAL FUND_CD 318	1,174,460	98,709	8.4%	179,825	278,534	23.7%	895,926
323	Recreation Special Activities	PERSONNEL SERVICES	3,569,460	579,545	16.2%		579,545	16.2%	2,989,915
		EMPLOYEE BENEFITS	267,180	39,230	14.7%		39,230	14.7%	227,950
		NON-PERSONNEL EXPENSES	1,822,690	159,147	8.7%	126,467	285,614	15.7%	1,537,076
		PROPERTIES	13,580		0.0%			0.0%	13,580
		*TOTAL FUND_CD 323	5,672,910	777,922	13.7%	126,467	904,389	15.9%	4,768,521
329	Cincinnati Riverfront Park	PERSONNEL SERVICES	779,920	14,647	1.9%		14,647	1.9%	765,273
		EMPLOYEE BENEFITS	365,450	8,375	2.3%		8,375	2.3%	357,075
		NON-PERSONNEL EXPENSES	436,810	16,030	3.7%	40,399	56,429	12.9%	380,381
		*TOTAL FUND_CD 329	1,582,180	39,052	2.5%	40,399	79,451	5.0%	1,502,729
347	Hazard Abatement	PERSONNEL SERVICES	444,680	65,025	14.6%		65,025	14.6%	379,655
		EMPLOYEE BENEFITS	218,590	34,369	15.7%		34,369	15.7%	184,221
		NON-PERSONNEL EXPENSES	911,570	1,716	0.2%	16,059	17,775	1.9%	893,795
		*TOTAL FUND_CD 347	1,574,840	101,110	6.4%	16,059	117,169	7.4%	1,457,671
358	Bond Hill Roselawn Stabilization & Revitalization Operations	NON-PERSONNEL EXPENSES	250,000	89,441	35.8%	160,559	250,000	100.0%	
		*TOTAL FUND_CD 358	250,000	89,441	35.8%	160,559	250,000	100.0%	
364	9-1-1 Cell Phone Fees	PERSONNEL SERVICES	970,010		0.0%			0.0%	970,010
		EMPLOYEE BENEFITS							
		NON-PERSONNEL EXPENSES	639,760	20,401	3.2%	16,125	36,526	5.7%	603,234
		*TOTAL FUND_CD 364	1,609,770	20,401	1.3%	16,125	36,526	2.3%	1,573,244
377	Safe & Clean	NON-PERSONNEL EXPENSES	51,520	807	1.6%	50,713	51,520	100.0%	
		*TOTAL FUND_CD 377	51,520	807	1.6%	50,713	51,520	100.0%	

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2022
AS OF 09/30/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
395	Community Health Center Activities	PERSONNEL SERVICES	12,281,009	2,526,380	20.6%		2,526,380	20.6%	9,754,629
		EMPLOYEE BENEFITS	5,096,791	1,144,978	22.5%		1,144,978	22.5%	3,951,813
		NON-PERSONNEL EXPENSES	8,447,920	1,415,819	16.8%	4,334,120	5,749,939	68.1%	2,697,981
		*TOTAL FUND_CD 395	25,825,720	5,087,177	19.7%	4,334,120	9,421,297	36.5%	16,404,423
416	Cincinnati Health District	PERSONNEL SERVICES	11,971,330	2,560,125	21.4%		2,560,125	21.4%	9,411,205
		EMPLOYEE BENEFITS	4,881,800	978,289	20.0%		978,289	20.0%	3,903,511
		NON-PERSONNEL EXPENSES	1,327,030	250,694	18.9%	370,627	621,321	46.8%	705,709
		PROPERTIES	2,950		0.0%			0.0%	2,950
		*TOTAL FUND_CD 416	18,183,110	3,789,108	20.8%	370,627	4,159,735	22.9%	14,023,375
449	Cincinnati Area Geographic Information Systems (CAGIS)	PERSONNEL SERVICES	1,845,320	344,277	18.7%		344,277	18.7%	1,501,043
		EMPLOYEE BENEFITS	694,580	132,617	19.1%		132,617	19.1%	561,963
		NON-PERSONNEL EXPENSES	2,156,530	534,261	24.8%	42,879	577,141	26.8%	1,579,389
		*TOTAL FUND_CD 449	4,696,430	1,011,156	21.5%	42,879	1,054,035	22.4%	3,642,395
455	Streetcar Operations	PERSONNEL SERVICES	669,604	109,052	16.3%		109,052	16.3%	560,552
		EMPLOYEE BENEFITS	188,830	-4,407	-2.3%		-4,407	-2.3%	193,237
		NON-PERSONNEL EXPENSES	4,177,038	675,303	16.2%	3,200,678	3,875,981	92.8%	301,057
		*TOTAL FUND_CD 455	5,035,472	779,948	15.5%	3,200,678	3,980,626	79.1%	1,054,846
457	County Law Enforcement Applied Regionally (CLEAR)	PERSONNEL SERVICES	1,488,680	167,353	11.2%		167,353	11.2%	1,321,327
		EMPLOYEE BENEFITS	490,610	58,438	11.9%		58,438	11.9%	432,172
		NON-PERSONNEL EXPENSES	3,458,880	341,054	9.9%	491,385	832,439	24.1%	2,626,441
		*TOTAL FUND_CD 457	5,438,170	566,845	10.4%	491,385	1,058,230	19.5%	4,379,940
TOTAL			931,259,120	156,615,088	16.8%	61,363,205	217,978,293	23.4%	713,280,827

January 20, 2022

To: Mayor and Members of City Council

From: Paula Boggs Muething, City Manager **202200122**

Subject: Finance and Budget Monitoring Report for the Period Ending October 31, 2021

The purpose of this report is to provide the City Council with the status of the City's Fiscal Year (FY) 2022 financial and operating budget conditions as of October 31, 2021, to note any significant variances, identify potential budget issues, and provide recommendations. The report is divided in two sections: revenues and expenditures. Various supplemental reports are attached to reflect forecasted revenue, actual revenue, expenditures, and commitments through October 31, 2021.

The following Citywide issues may impact the General Fund 050, Special Revenue Funds, and Enterprise Funds.

1. General Fund revenues are greater than projected by \$8.7 million through the end of October. However, this report highlights increased potential expenditure needs in the amount of \$12.0 million.
2. Cincinnati Fire Department attrition through October 2021 was four times higher than expected, which necessitated the use of overtime to backfill sworn positions. Additionally, Fire overtime usage has been further exacerbated by the use of sick leave as a result of the COVID-19 pandemic as well as mandatory leave related to non-attestation of COVID-19 testing under the City's COVID-19 Vaccination Policy for Employees and Onsite Contractors. The additional overtime need for Fire is currently projected at up to \$11.0 million.
3. Historically, Police and Fire lump sum payments have exceeded budgeted amounts due to the unanticipated retirements of long-time sworn public safety employees as well as actual attrition outpacing projections. Attrition and lump sum payments will be closely monitored. Supplemental appropriations may be required.
4. The Approved FY 2022 Budget included a 2.0% cost of living adjustment (COLA) for non-sworn employees (i.e., Non-Represented, American Federation of State, County and Municipal Employees (AFSCME), American Federation

of State, County and Municipal Employees Municipal Workers (AFSCME MWs), Buildings Trades, Teamsters, and Cincinnati Organized and Dedicated Employees (CODE)). A new AFSCME labor agreement was passed by the City Council on November 10, 2021, through Ordinance No. 0430-2021. Lastly, the collective bargaining agreement with CODE will expire during FY 2022. Negotiations will start with CODE closer to their contract's expiration date in March 2022. Any agreements that exceed budgeted COLA amounts and provide additional wage item increases may result in a budget deficit for departments. If necessary, a supplemental appropriation may be required.

5. The new AFSCME labor agreement through a Letter of Agreement included a one-time premium, also called hazard, payment in the amount of \$1,000 per employee to be paid in December 2021. Some of the payments to employees are eligible for reimbursement under the American Rescue Plan (ARP) Act based on guidance from the United States Department of the Treasury. The non-reimbursable payments may result in a personnel shortfall and may require a supplemental appropriation for certain departments. Eligible non-AFSCME employees will also receive a one-time hazard payment per Ordinance No. 0453-2021, but these expenses will be fully reimbursed and will not result in a personnel shortfall.
6. Community Health Center Activities Fund 395 revenues continue to be negatively impacted by COVID-19. Healthcare workers remain in high demand, which has resulted in a staffing shortage in nurses and medical assistants working in health centers. These staffing issues have impacted appointment availability and related revenue. The Cincinnati Health Department is continuing the hiring of temporary staff to alleviate staffing needs until the department can fill the permanent position vacancies. Revenue trends will continue to be closely monitored. American Rescue Plan Act reimbursements and Federal Emergency Management Agency (FEMA) reimbursements are being pursued for eligible COVID-19 related expenses.
7. Parking meter usage has not fully returned to pre-pandemic levels, which has negatively impacted revenue in Parking Meter Fund 303. However, many contractual service expenditures are based on revenue, so less revenue results in lower expenses in some cases. This will partially offset the reduction in revenue. The fund will be monitored closely to ensure expenditures do not outpace revenues.
8. The COVID-19 pandemic continues to impact supply chains and the costs of various goods and services. Departments report several areas of concern, including energy costs, water treatment chemical costs, vehicle repair and maintenance costs, and the supply of new vehicles. Trends in the energy sector show an increase in costs for natural gas, petroleum, etc. Water treatment

chemical costs have also increased as supply is impacted by transportation logistics issues. Supply chain issues have also resulted in the shortage of vehicle parts and semiconductor chips. Fleet repairs are becoming more difficult and more expensive in certain cases. The acquisition of new vehicles has also been affected by these issues. Fleet Services anticipates that new vehicles will be significantly delayed which may result in an operating budget need for vehicle leases until new vehicles become available and increased repair costs as older vehicles will remain in service for a longer than anticipated period of time. The supply chain issues are not expected to subside until the summer of 2022. These issues will be monitored closely for budgetary and operational impacts.

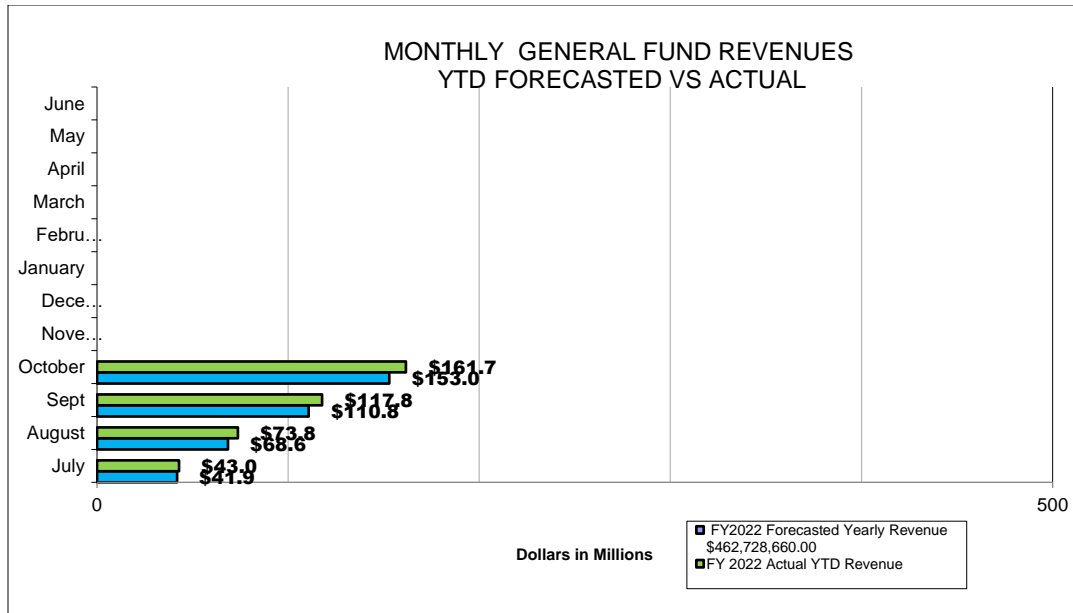
REVENUE

The following section provides an update on the City of Cincinnati's financial condition as of the month ending October 31, 2021. Variances are based on current year estimates and prior year activity in the attached schedules.

A more detailed explanation of revenues is attached for review, including reports comparing current year actual revenue versus forecasted revenue and prior year actual revenue versus current year actual revenue. Both of those reports are presented on a monthly and year to date basis.

I. GENERAL FUND 050

The chart below portrays the performance of actual revenue collected against the forecasted revenue collected through October 31, 2021 and shows that actual revenue of \$161.7 million was above forecasted revenue of \$153.0 million by \$8.7 million.



The major revenue components of the General Fund are listed in the table below. This table highlights the year-to-date variance (favorable and unfavorable) in General Fund revenue collections as compared to forecasted revenue collections. Each major category that differs significantly from forecasted collections will be discussed in further detail.

GENERAL FUND REVENUE SOURCES		
	FAVORABLE VARIANCE	(UNFAVORABLE) VARIANCE
General Property Tax	\$1,885,361	
City Income Tax	\$4,362,780	
Admissions Tax	\$1,129,322	
Short Term Rental Excise Tax	\$155,439	
Licenses & Permits	\$605,606	
Fines, Forfeitures, & Penalties	\$59,773	
Investment Income	\$367,592	
Local Government	\$877,369	
Casino	\$1,149,373	
Police		(\$136,667)
Buildings and Inspections	\$193,464	
Fire	\$52,740	
Parking Meter	\$200	
Other		(\$1,955,773)
	\$10,839,019	(\$2,092,440)
Difference	\$8,746,580	

General Fund (favorable variance) is \$8.7 million above the amount forecasted through October in the FY 2022 Budget. What follows is an explanation of significant variances of individual General Fund revenue components.

1. **General Property Tax (favorable variance) is up \$1.9 million.** Revenue is currently greater than projected as a result of higher assessed property values utilized by the County Auditor. However, since the millage rate is lower starting in CY 2022, property tax revenue is expected to be at or near the estimate.
2. **Income Tax (favorable variance) is \$4.4 million** above the forecasted amount. Business refunds requested in October were lower than budgeted thus resulting in more net revenue than expected in October. The amount of withholding refunds due in the spring of CY 2022 are still unknown, which could affect the variance. Administration is still watching income tax trends very closely due to the shift to remote work.
3. **Admissions Tax (favorable variance) is up \$1.1 million.** The FY 2022 estimates are conservative due to the unknown level of response to the ongoing pandemic. The return of events since the pandemic and new entertainment venues have both contributed to the favorable variance.
4. **License & Permits (favorable variance) is \$606k** above the forecasted estimate. Building permits are trending toward pre-pandemic levels. The FY 2022 estimate was conservative. Administration will continue to monitor the activity.
5. **Local Government Fund (favorable variance) is up \$877k.** The favorable variance is the result of increased revenue collection from the State of Ohio General Revenue tax sources.
6. **Casino (favorable variance) is \$1.1 million** above the forecasted amount. The casino revenue is outperforming current estimates, which have been set at pre-pandemic levels.
7. **Other (unfavorable variance) is \$1.9 million** below forecast. This category is made up of many small sources of revenue that fluctuate from time to time. Finance will continue to monitor these various revenue sources.

II. RESTRICTED FUNDS

- A. **Parking System Facilities (favorable variance) is up \$230k.** Above estimate Parking revenue reflects more venues and businesses opening back from the pandemic and more patronage around the City. The Fiscal Year estimates are

conservative due to the uncertainty of the COVID-19 variants.

- B. Municipal Golf (favorable variance) is \$792k** above the forecasted amount. The Cincinnati Recreation Commission has experienced an increase in the utilization of the golf courses as the weather was more than favorable this summer and fall for the sport.
- C. Recreation Special (unfavorable variance) is down \$592k.** The Cincinnati Recreation Commission has experienced a reduction in revenue due to the cancellation of some team sports due to a shortage of game officials.
- D. Hazard Abatement (unfavorable variance) is \$328k** below the forecasted amount. The Vacant Buildings Maintenance License revenue is down due to the increased number of license waivers requested during the pandemic. In addition, Vacant Foreclosure License revenue is below estimate as a result of the reduced number of foreclosures processed during the pandemic.

EXPENDITURES

The following provides an update on the City of Cincinnati's operating budget position as of the month ending October 31, 2021. The attached Fund Summary Report provides the current budget, expenditures, and commitments of each appropriated fund. This report is presented on a year to date basis.

I. GENERAL FUND 050

As shown on the attached report, total expenditures are 30.4% of budget, and commitments are 36.0% of budget in the General Fund 050 as compared to the estimated period ending October 31, 2021, or 33.3% of the fiscal year. "Non-personnel expenses" are trending higher at 56.0% committed year to date due to encumbering twelve months of expenditures for certain commodities such as gas and electric costs, contractual services, and materials and supplies. This is not unusual for this reporting period.

The majority of departments have indicated their FY 2022 General Fund 050 appropriation will meet their budgetary needs through the end of the fiscal year. However, budget transfers may be necessary to move funds from divisions and programs with savings to others within the respective departments that have budget needs. These transfers will be included in the Final Adjustment Ordinance (FAO), which will be presented to the City Council in May 2022.

A. Budget Savings Identified

At this time, no General Fund 050 departments are projecting a savings at the end of FY 2022. Any savings identified will be available to support budget needs in other departments and programs as necessary. Interdepartmental transfers of funds from one department to another will be included in the FAO as appropriate.

B. Budget Needs Identified

Based on current expenditure projections, the following General Fund 050 departments are forecasting a budget need in FY 2022. The departments have been advised to manage their appropriated resources so that supplemental appropriations will not be required. However, the Administration will continue to closely monitor these budgets in the coming months and work with the respective departments to mitigate the need for supplemental appropriations. As appropriate, any remaining budget needs will be addressed in the FAO.

1. Cincinnati Fire Department (\$11.0 million)

Through October 31, 2021, attrition has trended four times higher than expected due to unanticipated sworn separations. Increased attrition has necessitated the use of overtime to backfill vacant positions. Additionally, the COVID-19 pandemic continues to impact sick leave usage. Sick leave pay has increased nearly 30% compared to pre-pandemic levels. This is due to COVID-19 diagnoses, exposure, mandatory quarantine periods required while waiting for test results, or mandatory leave due to non-attestation of testing under the City's COVID-19 Vaccination Policy for Employees and Onsite Contractors. COVID-19 related sick leave has been further exacerbated by the close living and working conditions of sworn staff in fire houses. However, overtime is expected to decline starting in December 2021 after Recruit Class #118 graduates. If overtime trends do not curtail, the Cincinnati Fire Department projects a need of up to \$11.0 million by fiscal year end due to higher than anticipated lump sum payments and increased overtime. These items have also impacted wage-based fringe benefit expenses. Both the department and the Office of Budget and Evaluation will continue to closely monitor staffing trends and overtime needs. Lastly, the department also indicated a potential non-personnel need related to COVID-19 related supply chain issues, which have impacted the cost of materials and supplies.

2. Cincinnati Police Department (\$1.0 million)

The Cincinnati Police Department projects an overall need of \$1.0 million due to increased overtime as the result of higher rates of sworn position vacancies and the request for additional Police Visibility Overtime (PVO). Due to the increased vacancy rate, higher levels of overtime are expected for the remainder of the fiscal year. It is anticipated that increased position vacancy savings will partially mitigate these increased costs. The total liability will be adjusted as the fiscal year

progresses. Lastly, lump sum payments have exceeded expectations due to higher levels of retirement. The total budget impact of these increases will be closely monitored.

C. Within Budget, Intradepartmental Budget Transfers May Be Needed

Numerous General Fund 050 departments have indicated the ability to manage their resources within their appropriation. However, budget adjustments within their departments may be required. These transfers are referred to as Intradepartmental Budget Transfers. Unless noted otherwise, these Intradepartmental Budget Transfers will be included in the FAO, which will be presented to the City Council for approval in May 2022.

1. Clerk of Council

The Clerk of Council's Office projects no budget savings or need at this time.

2. Enterprise Technology Solutions

The Department of Enterprise Technology Solutions projects a potential personnel need depending on when vacant positions are filled. The Office of Budget and Evaluation will closely monitor personnel expenses and staffing trends over the next several months.

3. City Manager's Office: Office of Communications

The Office of Communications projects no budget savings or need at this time.

4. City Manager's Office: Office of Human Relations

The Office of Human Relations projects a \$14,000 need related to the final pension obligation payment to the United Way for Community Outreach Advocates. This is a one-time need; it is expected that this need can be offset by vacancy savings in the City Manager's Office.

5. City Manager's Office: Office of Budget and Evaluation

The Office of Budget and Evaluation does not project a savings or need at this time, pending reimbursement processing.

6. City Manager's Office: Emergency Communications Center (ECC)

The Emergency Communications Center projects no budget savings or need at this time.

7. City Manager's Office: Office of Environment and Sustainability

The Office of Environment and Sustainability projects no budget savings or need at this time. However, the recycling budget faces shortages annually and will be monitored during the fiscal year to address any needs.

8. City Manager’s Office: Office of Procurement

The Office of Procurement projects a possible contractual services need due to the Law Department billing for collection fees, which was not budgeted. This need will be monitored.

9. City Manager’s Office: Office of Performance and Data Analytics (OPDA)

The Office of Performance and Data Analytics projects no budget savings or need at this time.

10. City Manager’s Office: Internal Audit

Internal Audit projects no budget savings or need at this time.

11. Department of Law

The department incurred some unplanned non-personnel expenses related to outside counsel on various cases. Council passed Ordinance No. 0466-2021 on December 8, 2021, which transferred \$35,000 within the General Fund to the Department of Law to address this need. At this time, the Department of Law projects no budget savings or need for FY 2022.

12. Department of Human Resources

The Department of Human Resources projects no budget savings or need at this time. However, as the HR centralization process is implemented, there may be some non-personnel needs that will need to be addressed.

13. Department of Finance

The Department of Finance projects no budget savings or need at this time.

14. Department of Community and Economic Development (DCED)

The Department of Community and Economic Development projects no budget savings or need at this time.

15. Department of City Planning and Engagement

The Department of City Planning and Engagement projects no budget savings or need at this time. However, a potential non-personnel need may arise due to membership fees and postage. Additionally, the department may not be able to fully meet their budgeted reimbursements by fiscal year-end due to unexpected position vacancies, which would create a personnel shortfall as well.

On August 4, 2021, the City Council passed Ordinance No. 0331-2021 to transfer the Zoning Administration Division from the Department of Buildings and Inspections to the Department of City Planning and Engagement. The division transfer was effective October 3, 2021. The General Fund resources associated with this division will be monitored closely for the remainder of FY 2022.

16. Citizen Complaint Authority

The Citizen Complaint Authority projects a possible personnel savings due to an unexpected position vacancy. The department expects to be fully staffed in January 2022.

17. Cincinnati Recreation Commission

The Cincinnati Recreation Commission projects no budget savings or need at this time.

18. Cincinnati Parks Department

The Parks Department projects no budget savings or need at this time.

19. Department of Buildings and Inspections

The Department of Buildings and Inspections projects no budget savings or need at this time. The department has several reimbursements that will be processed in November. Overtime has increased due to position vacancies and related hiring timelines. The department will continue to monitor overtime trends and position vacancy allowance.

20. Department of Transportation & Engineering

The Department of Transportation and Engineering projects savings and needs within the department's appropriation. The department is behind on processing reimbursements. The department will continue to monitor all expenses but is confident that any needs can be settled within their current appropriation.

21. Department of Public Services

The Department of Public Services reports neither a need nor a savings in the General Fund. Although the department anticipates personnel savings due to position vacancies, these savings may be partially offset by increased utility costs due to stormwater rate increases. Over the previous three calendar years, stormwater rate increases have resulted in expenses outpacing budgeted resources for utility expenses at city-owned buildings. Based on current billings, utility expenses could create a budget need of approximately \$45,500. These savings and needs will be monitored closely as the fiscal year continues.

22. Department of Economic Inclusion

The Department of Economic Inclusion previously projected a non-personnel need related to a prior year leveraged support obligation that required the use of the majority of their FY 2022 non-personnel appropriation. However, the department has realized position vacancy savings to partially offset this need. Council passed Ordinance No. 0466-2021 on December 8, 2021, which transferred personnel savings to non-personnel to partially address the prior year leveraged support obligation. Any remaining needs will be addressed in the FAO.

II. ENTERPRISE FUNDS

Enterprise Funds account for any activity for which a fee is charged to external users for goods or services. If an activity's principal revenue source meets any one of the following criteria, it is required to be reported as an enterprise fund: (1) an activity financed with debt that is secured solely by pledge of the net revenues from fees and charges for the activity; (2) laws or regulations which require that the activity's costs of providing services, including capital costs, be recovered with fees and charges, rather than with taxes or similar revenues; or (3) pricing policies which establish fees and charges designed to recover the activity's costs.

A. Water Works Fund 101

Water Works Fund 101 is 26.1% expended year to date. The Greater Cincinnati Water Works (GCWW) projects a need of up to \$1.7 million primarily due to higher than expected utility costs and information technology costs. Additionally, the department anticipates a need for laboratory chemicals and supplies due to COVID-19 related supply chain issues. However, these non-personnel needs may be partially offset by position vacancy savings.

B. Parking System Facilities Fund 102

Parking System Facilities Fund 102 includes the budget for off-street parking enterprises (including garages). Fund 102 is currently 12.0% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects a net savings of \$45,000 due to lower than expected contractual services expenses.

C. Duke Energy Convention Center Fund 103

Duke Energy Convention Center Fund 103 is 26.3% expended year to date. The Finance Department projects no budget savings or need for FY 2022.

D. General Aviation Fund 104

General Aviation Fund 104 is 24.2% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 104 due to position vacancies, which will be monitored.

E. Municipal Golf Fund 105

Municipal Golf Fund 105 is 33.0% expended year to date, which reflects expenses for the calendar year (CY) 2021 golf season and meets expectations. The Cincinnati Recreation Commission projects no budget savings or need.

F. Stormwater Management Fund 107

Stormwater Management Fund 107 provides resources to various City departments. The major recipient of resources from this fund is the Stormwater

Management Utility (SMU). The Department of Public Services, the Parks Department, and the Department of Buildings and Inspections also receive appropriations from this fund. The Stormwater Management Fund is 21.8% expended year to date. SMU, the Parks Department, and the Department of Buildings and Inspections project no budget savings or need at this time. The Department of Public Services projects a personnel savings due to position vacancies.

III. DEBT SERVICE FUND

Debt Service Funds account for the accumulation of resources for, and the payment of, principal and interest on the City's bonds issued in support of governmental activities.

A. Bond Retirement Fund 151

Bond Retirement Fund 151 is 6.7% expended year to date. The Finance Department projects no budget savings or need for FY 2022.

IV. APPROPRIATED SPECIAL REVENUE FUNDS

Special Revenue Funds account for the proceeds of specific revenue sources (other than trusts for individuals, private organizations, or other governments, or for major capital projects) that are legally restricted to expenditures for specific purposes.

The Office of Budget and Evaluation, in cooperation with various City departments, reviewed appropriated special revenue funds to ensure the Approved FY 2022 Budget remains in balance. Based on expenditures and revenues through October 31, 2021, most special revenue funds are on target with regards to their budget and require no additional appropriations at this time. Any identified issues are highlighted in the narrative summaries provided below. If warranted, budget adjustments will be addressed in the FAO later in the fiscal year.

A. Street Construction, Maintenance & Repair Fund 301

Street Construction, Maintenance & Repair Fund 301 is 20.5% expended year to date. The Department of Transportation and Engineering projects no budget savings or need in FY 2022. The Department of Public Services anticipates personnel and fringe benefit savings in Fund 301; however, these savings may be partially offset by increased winter emergency operation expenses depending on the weather conditions over the next few months.

B. Income Tax-Infrastructure Fund 302

Income Tax-Infrastructure Fund 302 provides resources to several City departments. The Department of Transportation and Engineering is the largest recipient of resources from this fund. The Department of Public Services also

receives Income Tax-Infrastructure resources. Fund 302 is 29.2% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 302 due to position vacancies, which will be monitored. The Department of Public Services projects no budget savings or need at this time.

C. Parking Meter Fund 303

Parking Meter Fund 303 includes the budget for on-street parking enterprises (including parking meters). Fund 303 is currently 27.2% expended year to date. The Division of Parking Facilities within the Department of Community and Economic Development projects a net savings of \$50,000 due to lower than expected traffic control supplies expenses.

D. Municipal Motor Vehicle License Tax Fund 306

Municipal Motor Vehicle License Tax Fund 306 is 19.7% expended year to date. The Department of Public Services projects a personnel savings in Fund 306 due to position vacancies; however, these savings may be offset by increased winter emergency operation expenses depending on the weather conditions over the next few months.

E. Sawyer Point Fund 318

Sawyer Point Fund 318 is 16.8% expended year to date. The Parks Department projects no budget savings or need in Fund 318.

F. Recreation Special Activities Fund 323

Fund 323 is currently 23.3% expended year to date. The Cincinnati Recreation Commission projects no budget savings or need in Fund 323.

G. Cincinnati Riverfront Park Fund 329

Cincinnati Riverfront Park Fund 329 is the appropriated fund that is for Smale Park. Fund 329 is currently 6.9% expended year to date. The Parks Department projects no budget savings or need in Fund 329.

H. Hazard Abatement Fund 347

Hazard Abatement Fund 347 is 8.6% expended year to date. The Department of Buildings and Inspections projects no budget savings or need at this time.

I. Bond Hill Roselawn Stabilization & Revitalization Operations Fund 358

Bond Hill Roselawn Stabilization & Revitalization Operations Fund 358 was established in FY 2016 as a \$1.0 million contract over five years for the Bond Hill Roselawn neighborhood. The full remaining fund balance of \$250,000 was appropriated in FY 2022. Once the funds are exhausted, the fund will be eliminated. This fund is 100.00% committed for FY 2022.

J. 9-1-1 Cell Phone Fees Fund 364

9-1-1 Cell Phone Fees Fund 364 is the appropriated fund that governs the City portion of state collected revenue from mobile device fees. Fund 364 is currently 2.6% expended year to date. The Emergency Communications Center projects no budget savings or need in Fund 364.

K. Safe and Clean Fund 377

Safe and Clean Fund 377 is the appropriated fund that collects revenue associated with billboard leases. These resources are allocated to Keep Cincinnati Beautiful (KCB) expenditures. This fund is currently 2.2% expended year to date. The Department of Public Services projects no budget savings or need.

L. Community Health Center Activities Fund 395

Community Health Center Activities Fund 395 is 31.6% expended year to date. The Cincinnati Health Department (CHD) projects a personnel and fringe benefit need in health centers. However, CHD anticipates these needs will be offset by a personnel and fringe benefit savings anticipated from school-based services. The department has several staff members assigned to COVID-19 related tasks; therefore, the department will pursue American Rescue Plan (ARP) Act reimbursements and Federal Emergency Management Agency (FEMA) reimbursements for eligible expenses as well. Transfers may be required as part of the FAO.

M. Cincinnati Health District Fund 416

General operational support to the Cincinnati Health Department is provided by Cincinnati Health District Fund 416. This fund is 28.9% expended year to date. The Cincinnati Health Department (CHD) projects a net need of \$176,200 primarily due to COVID-19 related expenditures and an increase in contractual service costs for security services. CHD also anticipates a need in personnel and fringe benefits due to COVID-19 related overtime. Eligible COVID-19 expenses will be reimbursed by the American Rescue Plan (ARP) Act and Federal Emergency Management Agency (FEMA) funding. The Department also identified position vacancy savings that will be used to partially offset expected needs. Transfers may be required as part of the FAO.

N. Cincinnati Area Geographic Information System (CAGIS) Fund 449

Cincinnati Area Geographic Information System Fund 449 is 29.6% expended year to date. Enterprise Technology Solutions projects no budget savings or need at this time.

O. Streetcar Operations Fund 455

Streetcar Operations Fund 455 is 17.5% expended year to date. The Department of Transportation and Engineering may have personnel and fringe benefits savings in Fund 455 due to position vacancies, which will be monitored.

P. County Law Enforcement Applied Regionally (CLEAR) Fund 457

The CLEAR Fund is 16.3% expended year to date. Enterprise Technology Solutions projects no budget savings or need for FY 2022.

Summary

Through October 31, 2021, major budget issues include the Fire Department's staffing and overtime needs, Police and Fire lump sum payments, revenue decline in Community Health Center Activities Fund 395 and Parking Meter Fund 303, unbudgeted wage items resulting from collective bargaining agreements, and COVID-19 related impacts to the supply chain and the costs of various goods and services. Departments have identified possible savings and shortfalls, which will continue to be monitored and updated monthly.

Submitted herewith are the following Office of Budget & Evaluation reports:

1. Fund Summary Report for the month ended October 31, 2021.

Submitted herewith are the following Department of Finance reports:

2. Comparative Statement of Revenue (Actuals, Forecast and Prior Year) as of October 31, 2021.
3. Audit of the City Treasurer's Report for the month ended September 30, 2021.
4. Statement of Balances in the various funds as of October 31, 2021.

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

cc: William "Billy" Weber, Assistant City Manager
Karen Alder, Finance Director
Andrew M. Dudas, Budget Director

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2022
AS OF 10/31/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	PERCENT EXPENDED	PERCENT EXPENDED	TOTAL ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
050	General	PERSONNEL SERVICES	262,299,834.00	79,374,261.42	30.3%	861,351.74	80,235,613.16	30.6%	182,064,220.84
		EMPLOYEE BENEFITS	106,276,799.00	36,839,066.96	34.7%	503,259.20	37,342,326.16	35.1%	68,934,472.84
		NON-PERSONNEL EXPENSES	75,607,939.00	18,774,986.48	24.8%	23,529,587.65	42,304,574.13	56.0%	33,303,364.87
		PROPERTIES	47,600.00	.00	0.0%	.00	.00	0.0%	47,600.00
		*TOTAL FUND_CD 050	444,232,172.00	134,988,314.86	30.4%	24,894,198.59	159,882,513.45	36.0%	284,349,658.55
101	Water Works	PERSONNEL SERVICES	41,340,370.00	10,088,856.86	24.4%	.00	10,088,856.86	24.4%	31,251,513.14
		EMPLOYEE BENEFITS	17,618,190.00	4,903,104.92	27.8%	.00	4,903,104.92	27.8%	12,715,085.08
		NON-PERSONNEL EXPENSES	44,541,240.00	10,836,731.62	24.3%	15,057,440.95	25,894,172.57	58.1%	18,647,067.43
		DEBT SERVICE	45,232,610.00	12,953,285.88	28.6%	.00	12,953,285.88	28.6%	32,279,324.12
		*TOTAL FUND_CD 101	148,732,410.00	38,781,979.28	26.1%	15,057,440.95	53,839,420.23	36.2%	94,892,989.77
102	Parking System Facilities	PERSONNEL SERVICES	367,860.00	97,777.54	26.6%	.00	97,777.54	26.6%	270,082.46
		EMPLOYEE BENEFITS	139,830.00	49,027.02	35.1%	.00	49,027.02	35.1%	90,802.98
		NON-PERSONNEL EXPENSES	4,937,900.00	774,864.60	15.7%	2,444,673.98	3,219,538.58	65.2%	1,718,361.42
		DEBT SERVICE	2,218,940.00	.00	0.0%	.00	.00	0.0%	2,218,940.00
		*TOTAL FUND_CD 102	7,664,530.00	921,669.16	12.0%	2,444,673.98	3,366,343.14	43.9%	4,298,186.86
103	Convention-Exposition Center	PERSONNEL SERVICES	69,420.00	16,177.03	23.3%	.00	16,177.03	23.3%	53,242.97
		EMPLOYEE BENEFITS	40,340.00	5,581.76	13.8%	.00	5,581.76	13.8%	34,758.24
		NON-PERSONNEL EXPENSES	9,559,090.00	2,604,619.00	27.2%	1,497,656.64	4,102,275.64	42.9%	5,456,814.36
		DEBT SERVICE	306,320.00	.00	0.0%	.00	.00	0.0%	306,320.00
		*TOTAL FUND_CD 103	9,975,170.00	2,626,377.79	26.3%	1,497,656.64	4,124,034.43	41.3%	5,851,135.57
104	General Aviation	PERSONNEL SERVICES	869,140.00	225,330.45	25.9%	.00	225,330.45	25.9%	643,809.55
		EMPLOYEE BENEFITS	379,360.00	105,988.80	27.9%	.00	105,988.80	27.9%	273,371.20
		NON-PERSONNEL EXPENSES	926,430.00	208,427.41	22.5%	116,458.68	324,886.09	35.1%	601,543.91
		DEBT SERVICE	51,270.00	.00	0.0%	.00	.00	0.0%	51,270.00
		*TOTAL FUND_CD 104	2,226,200.00	539,746.66	24.2%	116,458.68	656,205.34	29.5%	1,569,994.66
105	Municipal Golf	PERSONNEL SERVICES	219,950.00	24,465.38	11.1%	.00	24,465.38	11.1%	195,484.62
		EMPLOYEE BENEFITS	78,610.00	9,675.39	12.3%	.00	9,675.39	12.3%	68,934.61
		NON-PERSONNEL EXPENSES	4,917,610.00	1,792,111.67	36.4%	504,211.47	2,296,323.14	46.7%	2,621,286.86
		DEBT SERVICE	325,630.00	.00	0.0%	.00	.00	0.0%	325,630.00
		*TOTAL FUND_CD 105	5,541,800.00	1,826,252.44	33.0%	504,211.47	2,330,463.91	42.1%	3,211,336.09

**CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2022
AS OF 10/31/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT		PERCENT	ENCUMBERED	TOTAL	PERCENT	REMAINING
			BUDGET	EXPENDED	EXPENDED		COMMITTED	COMMITTED	BALANCE
107	Stormwater Management	PERSONNEL SERVICES	9,162,390.00	1,836,294.59	20.0%	.00	1,836,294.59	20.0%	7,326,095.41
		EMPLOYEE BENEFITS	3,985,700.00	849,178.88	21.3%	.00	849,178.88	21.3%	3,136,521.12
		NON-PERSONNEL EXPENSES	11,101,610.00	3,006,652.21	27.1%	2,458,104.89	5,464,757.10	49.2%	5,636,852.90
		PROPERTIES	190,000.00	.00	0.0%	44,612.00	44,612.00	23.5%	145,388.00
		DEBT SERVICE	1,699,480.00	.00	0.0%	.00	.00	0.0%	1,699,480.00
		*TOTAL FUND_CD 107	26,139,180.00	5,692,125.68	21.8%	2,502,716.89	8,194,842.57	31.4%	17,944,337.43
151	Bond Retirement - City	PERSONNEL SERVICES	300,200.00	39,292.84	13.1%	.00	39,292.84	13.1%	260,907.16
		EMPLOYEE BENEFITS	125,620.00	16,357.43	13.0%	.00	16,357.43	13.0%	109,262.57
		NON-PERSONNEL EXPENSES	3,436,380.00	267,603.83	7.8%	177,500.00	445,103.83	13.0%	2,991,276.17
		DEBT SERVICE	180,341,590.00	11,996,639.72	6.7%	.00	11,996,639.72	6.7%	168,344,950.28
		*TOTAL FUND_CD 151	184,203,790.00	12,319,893.82	6.7%	177,500.00	12,497,393.82	6.8%	171,706,396.18
301	Street Construction Maintenance & Repair	PERSONNEL SERVICES	6,477,260.00	1,433,917.55	22.1%	.00	1,433,917.55	22.1%	5,043,342.45
		EMPLOYEE BENEFITS	3,022,210.00	758,947.47	25.1%	.00	758,947.47	25.1%	2,263,262.53
		NON-PERSONNEL EXPENSES	6,781,730.00	1,142,666.10	16.8%	1,451,904.91	2,594,571.01	38.3%	4,187,158.99
		PROPERTIES	.00	.00		.00	.00		.00
		*TOTAL FUND_CD 301	16,281,200.00	3,335,531.12	20.5%	1,451,904.91	4,787,436.03	29.4%	11,493,763.97
302	Income Tax-Infrastructure	PERSONNEL SERVICES	12,567,540.00	3,194,052.51	25.4%	.00	3,194,052.51	25.4%	9,373,487.49
		EMPLOYEE BENEFITS	4,710,640.00	1,487,406.64	31.6%	.00	1,487,406.64	31.6%	3,223,233.36
		NON-PERSONNEL EXPENSES	5,171,670.00	1,868,860.24	36.1%	1,076,559.38	2,945,419.62	57.0%	2,226,250.38
		*TOTAL FUND_CD 302	22,449,850.00	6,550,319.39	29.2%	1,076,559.38	7,626,878.77	34.0%	14,822,971.23
303	Parking Meter	PERSONNEL SERVICES	1,744,870.00	407,124.80	23.3%	.00	407,124.80	23.3%	1,337,745.20
		EMPLOYEE BENEFITS	729,570.00	219,359.00	30.1%	.00	219,359.00	30.1%	510,211.00
		NON-PERSONNEL EXPENSES	2,299,210.00	670,759.21	29.2%	854,106.10	1,524,865.31	66.3%	774,344.69
		*TOTAL FUND_CD 303	4,773,650.00	1,297,243.01	27.2%	854,106.10	2,151,349.11	45.1%	2,622,300.89
306	Municipal Motor Vehicle License Tax	PERSONNEL SERVICES	1,479,640.00	381,287.79	25.8%	.00	381,287.79	25.8%	1,098,352.21
		EMPLOYEE BENEFITS	707,360.00	201,088.98	28.4%	.00	201,088.98	28.4%	506,271.02
		NON-PERSONNEL EXPENSES	1,594,820.00	163,401.78	10.2%	110,293.00	273,694.78	17.2%	1,321,125.22
		*TOTAL FUND_CD 306	3,781,820.00	745,778.55	19.7%	110,293.00	856,071.55	22.6%	2,925,748.45

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FOR FISCAL YEAR 2022
AS OF 10/31/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
318	Sawyer Point	PERSONNEL SERVICES	401,850.00	42,543.15	10.6%	.00	42,543.15	10.6%	359,306.85
		EMPLOYEE BENEFITS	58,780.00	20,570.64	35.0%	.00	20,570.64	35.0%	38,209.36
		NON-PERSONNEL EXPENSES	713,830.00	133,910.70	18.8%	188,881.23	322,791.93	45.2%	391,038.07
		*TOTAL FUND_CD 318	1,174,460.00	197,024.49	16.8%	188,881.23	385,905.72	32.9%	788,554.28
323	Recreation Special Activities	PERSONNEL SERVICES	3,569,460.00	706,254.97	19.8%	.00	706,254.97	19.8%	2,863,205.03
		EMPLOYEE BENEFITS	267,180.00	84,703.60	31.7%	.00	84,703.60	31.7%	182,476.40
		NON-PERSONNEL EXPENSES	1,822,690.00	531,036.24	29.1%	115,613.36	646,649.60	35.5%	1,176,040.40
		PROPERTIES	13,580.00	.00	0.0%	.00	.00	0.0%	13,580.00
		*TOTAL FUND_CD 323	5,672,910.00	1,321,994.81	23.3%	115,613.36	1,437,608.17	25.3%	4,235,301.83
329	Cincinnati Riverfront Park	PERSONNEL SERVICES	779,920.00	19,728.23	2.5%	.00	19,728.23	2.5%	760,191.77
		EMPLOYEE BENEFITS	365,450.00	18,995.86	5.2%	.00	18,995.86	5.2%	346,454.14
		NON-PERSONNEL EXPENSES	436,810.00	70,935.35	16.2%	48,441.40	119,376.75	27.3%	317,433.25
		*TOTAL FUND_CD 329	1,582,180.00	109,659.44	6.9%	48,441.40	158,100.84	10.0%	1,424,079.16
347	Hazard Abatement Fund	PERSONNEL SERVICES	444,680.00	87,156.21	19.6%	.00	87,156.21	19.6%	357,523.79
		EMPLOYEE BENEFITS	218,590.00	44,548.47	20.4%	.00	44,548.47	20.4%	174,041.53
		NON-PERSONNEL EXPENSES	911,570.00	3,432.63	0.4%	16,059.00	19,491.63	2.1%	892,078.37
		*TOTAL FUND_CD 347	1,574,840.00	135,137.31	8.6%	16,059.00	151,196.31	9.6%	1,423,643.69
358	Bond Hill Roselawn Stabilization & Revitalization Operations	NON-PERSONNEL EXPENSES	250,000.00	161,845.18	64.7%	88,154.82	250,000.00	100.0%	.00
		*TOTAL FUND_CD 358	250,000.00	161,845.18	64.7%	88,154.82	250,000.00	100.0%	.00
364	9-1-1 Cell Phone Fees	PERSONNEL SERVICES	970,010.00	.00	0.0%	.00	.00	0.0%	970,010.00
		EMPLOYEE BENEFITS	.00	.00		.00	.00		.00
		NON-PERSONNEL EXPENSES	639,760.00	41,587.08	6.5%	149,852.06	191,439.14	29.9%	448,320.86
		*TOTAL FUND_CD 364	1,609,770.00	41,587.08	2.6%	149,852.06	191,439.14	11.9%	1,418,330.86
377	Safe & Clean	NON-PERSONNEL EXPENSES	.00	.00		.00	.00		.00
		NON-PERSONNEL EXPENSES	51,520.00	1,151.82	2.2%	50,368.18	51,520.00	100.0%	.00
		*TOTAL FUND_CD 377	51,520.00	1,151.82	2.2%	50,368.18	51,520.00	100.0%	.00

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FOR FISCAL YEAR 2022
AS OF 10/31/2021**

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
395	Community Health Center Activities	PERSONNEL SERVICES	12,281,009.00	3,463,077.55	28.2%	.00	3,463,077.55	28.2%	8,817,931.45
		EMPLOYEE BENEFITS	5,096,791.00	1,690,536.63	33.2%	.00	1,690,536.63	33.2%	3,406,254.37
		NON-PERSONNEL EXPENSES	8,447,920.00	3,019,478.87	35.7%	4,371,167.40	7,390,646.27	87.5%	1,057,273.73
		*TOTAL FUND_CD 395	25,825,720.00	8,173,093.05	31.6%	4,371,167.40	12,544,260.45	48.6%	13,281,459.55
416	Cincinnati Health District	PERSONNEL SERVICES	11,971,330.00	3,430,957.69	28.7%	.00	3,430,957.69	28.7%	8,540,372.31
		EMPLOYEE BENEFITS	4,881,800.00	1,473,952.60	30.2%	.00	1,473,952.60	30.2%	3,407,847.40
		NON-PERSONNEL EXPENSES	1,327,030.00	356,652.09	26.9%	480,190.02	836,842.11	63.1%	490,187.89
		PROPERTIES	2,950.00	.00	0.0%	.00	.00	0.0%	2,950.00
		*TOTAL FUND_CD 416	18,183,110.00	5,261,562.38	28.9%	480,190.02	5,741,752.40	31.6%	12,441,357.60
449	Cincinnati Area Geographic Information Systems (CAGIS)	PERSONNEL SERVICES	1,845,320.00	472,770.37	25.6%	.00	472,770.37	25.6%	1,372,549.63
		EMPLOYEE BENEFITS	694,580.00	201,105.98	29.0%	.00	201,105.98	29.0%	493,474.02
		NON-PERSONNEL EXPENSES	2,156,530.00	713,974.29	33.1%	71,309.28	785,283.57	36.4%	1,371,246.43
		*TOTAL FUND_CD 449	4,696,430.00	1,387,850.64	29.6%	71,309.28	1,459,159.92	31.1%	3,237,270.08
455	Streetcar Operations	PERSONNEL SERVICES	669,604.00	153,873.21	23.0%	.00	153,873.21	23.0%	515,730.79
		EMPLOYEE BENEFITS	188,830.00	3,458.02	1.8%	.00	3,458.02	1.8%	185,371.98
		NON-PERSONNEL EXPENSES	4,177,038.00	725,755.10	17.4%	3,188,429.11	3,914,184.21	93.7%	262,853.79
		*TOTAL FUND_CD 455	5,035,472.00	883,086.33	17.5%	3,188,429.11	4,071,515.44	80.9%	963,956.56
457	County Law Enforcement Applied Regionally (CLEAR)	PERSONNEL SERVICES	1,488,680.00	227,439.39	15.3%	.00	227,439.39	15.3%	1,261,240.61
		EMPLOYEE BENEFITS	490,610.00	89,928.99	18.3%	.00	89,928.99	18.3%	400,681.01
		NON-PERSONNEL EXPENSES	3,458,880.00	568,174.38	16.4%	400,679.34	968,853.72	28.0%	2,490,026.28
		*TOTAL FUND_CD 457	5,438,170.00	885,542.76	16.3%	400,679.34	1,286,222.10	23.7%	4,151,947.90
		TOTAL	947,096,354.00	228,184,767.05	24.1%	59,856,865.79	288,041,632.84	30.4%	659,054,721.16

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
050 General FUND	.00	15,004,688.39	9,274,769.10	5,729,919.29	4,484,066.76	1,245,852.53	.00
101 Water Works FUND	.00	11,997,364.13	3,813,050.28	8,184,313.85	8,127,907.73	56,406.12	.00
102 Parking System Facilities FUND	.00	1,476,002.79	304,627.58	1,171,375.21	899,316.24	272,058.97	.00
103 Convention-Exposition Center FUND	.00	863,479.74	.00	863,479.74	.00	863,479.74	.00
104 General Aviation FUND	.00	160,860.59	71,184.12	89,676.47	84,806.75	4,869.72	.00
105 Municipal Golf FUND	.00	63,008.59	11,730.06	51,278.53	40,271.15	11,007.38	.00
107 Stormwater Management FUND	.00	2,899,123.79	1,572,811.32	1,326,312.47	1,154,028.10	172,284.37	.00
151 Bond Retirement - City FUND	.00	226,096.37	29,973.93	196,122.44	14,224.64	181,897.80	.00
301 Street Const Maintenance & Rep FUND	.00	2,030,296.43	348,844.45	1,681,451.98	1,392,314.28	289,137.70	.00
302 Income Tax Infrastructure FUND	.00	609,935.69	232,788.05	377,147.64	359,803.32	17,344.32	.00
303 Parking Meter FUND	.00	687,911.54	53,418.81	634,492.73	623,849.72	10,643.01	.00
306 Municipal Motor Vehicle Lic Tx FUND	.00	340,376.99	86,867.51	253,509.48	243,183.50	10,325.98	.00
318 Sawyer Point FUND	.00	89,894.75	26,094.95	63,799.80	49,504.95	14,294.85	.00
323 Recreation Special Activities FUND	.00	219,518.45	97,506.91	122,011.54	108,058.20	13,953.34	.00
329 Cincinnati Riverfront Park FUND	.00	66,966.02	26,893.48	40,072.54	39,974.62	97.92	.00
347 Hazard Abatement Fund FUND	.00	391,720.82	10,672.99	381,047.83	381,047.83	.00	.00
364 911 Cell Phone Fees FUND	.00	509,527.45	108,441.54	401,085.91	401,085.91	.00	.00
377 Citizen Safety FUND	.00	31,266.08	13,092.26	18,173.82	18,173.82	.00	.00
395 Community Health Center FUND	.00	1,572,616.76	429,730.19	1,142,886.57	1,142,886.57	.00	.00

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
416 Cincinnati Health District FUND	.00	149,633.44	77,090.92	72,542.52	22,714.28	49,828.24	.00
449 Cinti Area Geographic Info Sys FUND	.00	583,949.08	65,939.43	518,009.65	517,274.03	735.62	.00
455 Streetcar Operations FUND	.00	1,129,627.37	593,327.13	536,300.24	536,126.16	174.08	.00
457 CLEAR FUND	.00	317,304.62	66,364.53	250,940.09	250,940.09	.00	.00
701 Metropolitan Sewer District FUND	.00	236,234,587.50	61,859,707.33	174,374,880.17	19,769,072.93	154,605,807.24	1,125,401.47

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
050 General FUND	441,620,305.00	444,382,172.00	134,988,314.86	309,393,857.14	24,894,198.59	284,499,658.55	231,684.56
PERCENT EXPENDED:	30.4	PERCENT EXPENDED AND ENCUMBERED:					
				36.0			

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	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>
101 Water Works FUND							
	148,732,410.00	148,732,410.00	38,781,979.28	109,950,430.72	15,057,440.95	94,892,989.77	550,586.31
PERCENT EXPENDED:	26.1	PERCENT EXPENDED AND ENCUMBERED:		36.2			

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	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>
102 Parking System Facilities FUND							
	7,664,530.00	7,664,530.00	921,669.16	6,742,860.84	2,444,673.98	4,298,186.86	.00
PERCENT EXPENDED:	12.0	PERCENT EXPENDED AND ENCUMBERED:		43.9			

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	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>
103 Convention-Exposition Center FUND							
	9,975,170.00	9,975,170.00	2,626,377.79	7,348,792.21	1,497,656.64	5,851,135.57	.00
PERCENT EXPENDED:	26.3	PERCENT EXPENDED AND ENCUMBERED:		41.3			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
104 General Aviation FUND							
	2,226,200.00	2,226,200.00	539,746.66	1,686,453.34	116,458.68	1,569,994.66	33,200.00
PERCENT EXPENDED:	24.2	PERCENT EXPENDED AND ENCUMBERED:		29.5			

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	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>
105 Municipal Golf FUND	5,541,800.00	5,541,800.00	1,826,252.44	3,715,547.56	504,211.47	3,211,336.09	.00
PERCENT EXPENDED:	33.0	PERCENT EXPENDED AND ENCUMBERED:		42.1			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
107 Stormwater Management FUND							
	26,099,180.00	26,139,180.00	5,692,125.68	20,447,054.32	2,502,716.89	17,944,337.43	3,000.00
PERCENT EXPENDED:	21.8	PERCENT EXPENDED AND ENCUMBERED:		31.4			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
151 Bond Retirement - City FUND	184,203,790.00	184,203,790.00	12,319,893.82	171,883,896.18	177,500.00	171,706,396.18	.00
PERCENT EXPENDED:	6.7	PERCENT EXPENDED AND ENCUMBERED:		6.8			

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	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>
301 Street Const Maintenance & Rep FUND							
	16,281,200.00	16,281,200.00	3,335,531.12	12,945,668.88	1,451,904.91	11,493,763.97	.00
PERCENT EXPENDED:	20.5	PERCENT EXPENDED AND ENCUMBERED:		29.4			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
302 Income Tax Infrastructure FUND							
	22,269,850.00	22,449,850.00	6,550,319.39	15,899,530.61	1,076,559.38	14,822,971.23	7,104.00
PERCENT EXPENDED:	29.2	PERCENT EXPENDED AND ENCUMBERED:					
					34.0		

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
303 Parking Meter FUND							
	4,773,650.00	4,773,650.00	1,297,243.01	3,476,406.99	854,106.10	2,622,300.89	.00
PERCENT EXPENDED:	27.2	PERCENT EXPENDED AND ENCUMBERED:					
				45.1			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
306 Municipal Motor Vehicle Lic Tx FUND							
	3,781,820.00	3,781,820.00	745,778.55	3,036,041.45	110,293.00	2,925,748.45	.00
PERCENT EXPENDED:	19.7	PERCENT EXPENDED AND ENCUMBERED:		22.6			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
318 Sawyer Point FUND							
	1,174,460.00	1,174,460.00	197,024.49	977,435.51	188,881.23	788,554.28	1,750.00
PERCENT EXPENDED:	16.8	PERCENT EXPENDED AND ENCUMBERED:		32.9			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
323 Recreation Special Activities FUND							
	5,672,910.00	5,672,910.00	1,321,994.81	4,350,915.19	115,613.36	4,235,301.83	.00
PERCENT EXPENDED:	23.3	PERCENT EXPENDED AND ENCUMBERED:		25.3			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
329 Cincinnati Riverfront Park FUND							
	1,582,180.00	1,582,180.00	109,659.44	1,472,520.56	48,441.40	1,424,079.16	4,680.00
PERCENT EXPENDED:	6.9	PERCENT EXPENDED AND ENCUMBERED:		10.0			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
347 Hazard Abatement Fund FUND	1,574,840.00	1,574,840.00	135,137.31	1,439,702.69	16,059.00	1,423,643.69	2,950.00
PERCENT EXPENDED:	8.6	PERCENT EXPENDED AND ENCUMBERED:		9.6			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
358 Bond Hill Roselawn Stabilization & Revitalization Operations FUND							
	151,470.00	250,000.00	161,845.18	88,154.82	88,154.82	.00	.00
PERCENT EXPENDED: 64.7 PERCENT EXPENDED AND ENCUMBERED:				100.0			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
364 911 Cell Phone Fees FUND							
	1,609,770.00	1,609,770.00	41,587.08	1,568,182.92	149,852.06	1,418,330.86	39,600.00
PERCENT EXPENDED:	2.6	PERCENT EXPENDED AND ENCUMBERED:		11.9			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
377 Safe & Clean FUND							
	51,520.00	51,520.00	1,151.82	50,368.18	50,368.18	.00	.00
PERCENT EXPENDED:	2.2	PERCENT EXPENDED AND ENCUMBERED:		100.0			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
395 Community Health Center FUND	25,825,720.00	25,825,720.00	8,173,093.05	17,652,626.95	4,371,167.40	13,281,459.55	27,961.50
PERCENT EXPENDED:	31.6	PERCENT EXPENDED AND ENCUMBERED:		48.6			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
416 Cincinnati Health District FUND							
	18,183,110.00	18,183,110.00	5,261,562.38	12,921,547.62	480,190.02	12,441,357.60	5,985.00
PERCENT EXPENDED:	28.9	PERCENT EXPENDED AND ENCUMBERED:		31.6			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
449 Cinti Area Geographic Info Sys FUND							
	4,696,430.00	4,696,430.00	1,387,850.64	3,308,579.36	71,309.28	3,237,270.08	.00
PERCENT EXPENDED:	29.6	PERCENT EXPENDED AND ENCUMBERED:		31.1			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
455 Streetcar Operations FUND							
	5,035,472.00	5,035,472.00	883,086.33	4,152,385.67	3,188,429.11	963,956.56	.00
PERCENT EXPENDED:	17.5	PERCENT EXPENDED AND ENCUMBERED:		80.9			

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	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
457 CLEAR FUND	5,438,170.00	5,438,170.00	885,542.76	4,552,627.24	400,679.34	4,151,947.90	.00
PERCENT EXPENDED:	16.3	PERCENT EXPENDED AND ENCUMBERED:		23.7			

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<u>FY</u>	<u>FND</u>	<u>AGY</u>	<u>OBJT</u>	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>	
449 Cinti Area Geographic Info Sys FUND											
090 Enterprise Technology Solution											
091 Enterprise Technology Solutions											
2017	449	091	7200	.00	441,863.94	.00	441,863.94	441,863.94	.00	.00	
DIVISION TOTALS:				.00	441,863.94	.00	441,863.94	441,863.94	.00	.00	
DEPARTMENT TOTALS:				.00	441,863.94	.00	441,863.94	441,863.94	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
050 General FUND											
210 Dept Of Bldgs & Inspections											
212 Bldg & Inspections, Licenses & Permits											
2018	050	212	7400	.00	80,699.29	80,699.29	.00	.00	.00	.00	
DIVISION TOTALS:				.00	80,699.29	80,699.29	.00	.00	.00	.00	
DEPARTMENT TOTALS:				.00	80,699.29	80,699.29	.00	.00	.00	.00	
PERCENT EXPENDED:				100.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
101 Water Works FUND											
300 Department Of Water Works											
301 Water Works, Business Service											
2018	101	301	7400	.00	650,000.00	.00	650,000.00	650,000.00	.00	.00	
DIVISION TOTALS:				.00	650,000.00	.00	650,000.00	650,000.00	.00	.00	
DEPARTMENT TOTALS:				.00	650,000.00	.00	650,000.00	650,000.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
347 Hazard Abatement Fund FUND											
210 Dept Of Bldgs & Inspections											
212 Bldg & Inspections, Licenses & Permits											
2018	347	212	7200	.00	41,305.00	.00	41,305.00	41,305.00	.00	.00	
DIVISION TOTALS:				.00	41,305.00	.00	41,305.00	41,305.00	.00	.00	
DEPARTMENT TOTALS:				.00	41,305.00	.00	41,305.00	41,305.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
449 Cinti Area Geographic Info Sys FUND											
090 Enterprise Technology Solution											
091 Enterprise Technology Solutions											
2018	449	091	7200	.00	21,379.53	8,250.00	13,129.53	13,129.53	.00	.00	
DIVISION TOTALS:				.00	21,379.53	8,250.00	13,129.53	13,129.53	.00	.00	
DEPARTMENT TOTALS:				.00	21,379.53	8,250.00	13,129.53	13,129.53	.00	.00	
PERCENT EXPENDED:				38.6	PERCENT EXPENDED AND ENCUMBERED:						100.0

BY FND	AGY	OBJT	AUTHORIZATION	ORIGINAL	ADJUSTED	EXPENDITURES	UNEXPENDED	ENCUMBRANCE	UNENCUMBERED	PRE-ENCUMBERED
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				050 General FUND						
				100 Office of The City Manager						
				104 Office of Environment & Sustainability						
				2019 050 104 7400	.00	2,800.00	2,800.00	2,800.00	2,800.00	.00
				DIVISION TOTALS:	.00	2,800.00	2,800.00	2,800.00	2,800.00	.00
				DEPARTMENT TOTALS:	.00	2,800.00	2,800.00	2,800.00	2,800.00	.00
				PERCENT EXPENDED:	0	PERCENT EXPENDED AND ENCUMBERED:	100.0			

				110 Department of Law						
				111 CIVIL						
				2019 050 111 7400	.00	780.80	780.80	780.80	780.80	.00
				DIVISION TOTALS:	.00	780.80	780.80	780.80	780.80	.00
				DEPARTMENT TOTALS:	.00	780.80	780.80	780.80	780.80	.00
				PERCENT EXPENDED:	0	PERCENT EXPENDED AND ENCUMBERED:	100.0			

				120 Department Of Human Resources						
				2019 050 121 7200	.00	47,699.32	47,699.32	47,699.32	47,699.32	.00
				DIVISION TOTALS:	.00	47,699.32	47,699.32	47,699.32	47,699.32	.00
				DEPARTMENT TOTALS:	.00	47,699.32	47,699.32	47,699.32	47,699.32	.00
				PERCENT EXPENDED:	0	PERCENT EXPENDED AND ENCUMBERED:	100.0			

				130 Department Of Finance						
				137 Finance, Purchasing						
				2019 050 137 7200	.00	835.70	835.70	835.70	835.70	.00
				DIVISION TOTALS:	.00	835.70	835.70	835.70	835.70	.00
				DEPARTMENT TOTALS:	.00	835.70	835.70	835.70	835.70	.00
				PERCENT EXPENDED:	0	PERCENT EXPENDED AND ENCUMBERED:	100.0			

				210 Dept Of Bldgs & Inspections						
				211 Bldg & Inspections, Director						
				2019 050 211 7300	.00	13,343.09	13,343.09	13,343.09	13,343.09	.00
				DIVISION TOTALS:	.00	13,343.09	13,343.09	13,343.09	13,343.09	.00
				212 Bldg & Inspections, Licenses & Permits						
				2019 050 212 7200	.00	480.00	480.00	320.00	320.00	.00
				2019 050 212 7300	.00	57,200.00	57,200.00	57,200.00	57,200.00	.00
				DIVISION TOTALS:	.00	57,680.00	160.00	57,520.00	57,520.00	.00
				DEPARTMENT TOTALS:	.00	71,023.09	160.00	70,863.09	70,863.09	.00
				PERCENT EXPENDED:	2	PERCENT EXPENDED AND ENCUMBERED:	100.0			

				950 Miscellaneous Accounts						
				952 Enterprise Software and Licenses						
				2019 050 952 7400	.00	139,683.32	139,683.32	139,683.32	139,683.32	.00
				DIVISION TOTALS:	.00	139,683.32	139,683.32	139,683.32	139,683.32	.00
				DEPARTMENT TOTALS:	.00	139,683.32	139,683.32	139,683.32	139,683.32	.00
				PERCENT EXPENDED:	0	PERCENT EXPENDED AND ENCUMBERED:	100.0			

				DEPARTMENT TOTALS:	.00	139,683.32	139,683.32	139,683.32	139,683.32	.00
				PERCENT EXPENDED:	0	PERCENT EXPENDED AND ENCUMBERED:	100.0			

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101 Water Works FUND											
300 Department Of Water Works											
301 Water Works, Business Service											
2019	101	301	7400	.00	850,000.00	.00	850,000.00	850,000.00	.00	.00	
DIVISION TOTALS:				.00	850,000.00	.00	850,000.00	850,000.00	.00	.00	
DEPARTMENT TOTALS:				.00	850,000.00	.00	850,000.00	850,000.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
105 Municipal Golf FUND											
190 Dept Of Public Recreation											
195 Recreation Golf											
2019	105	195	7200	.00	19,857.00	.00	19,857.00	19,857.00	.00	.00	
DIVISION TOTALS:				.00	19,857.00	.00	19,857.00	19,857.00	.00	.00	
DEPARTMENT TOTALS:				.00	19,857.00	.00	19,857.00	19,857.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
302 Income Tax Infrastructure FUND											
920 Employee Benefits (Cont)											
924 Lump Sum Payment											
2019	302	924	7100	.00	129,277.69	.00	129,277.69	129,277.69	.00	.00	
DIVISION TOTALS:				.00	129,277.69	.00	129,277.69	129,277.69	.00	.00	
DEPARTMENT TOTALS:				.00	129,277.69	.00	129,277.69	129,277.69	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
347 Hazard Abatement Fund FUND											
210 Dept Of Bldgs & Inspections											
212 Bldg & Inspections, Licenses & Permits											
2019	347	212	7200	.00	110,991.00	.00	110,991.00	110,991.00	.00	.00	
DIVISION TOTALS:				.00	110,991.00	.00	110,991.00	110,991.00	.00	.00	
DEPARTMENT TOTALS:				.00	110,991.00	.00	110,991.00	110,991.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
701 Metropolitan Sewer District FUND											
480 MSD SBU Program											
480 MSD SBU Program											
2019	701	480	7400	.00	1,589,509.39	.00	1,589,509.39	.00	1,589,509.39	.00	
DIVISION TOTALS:				.00	1,589,509.39	.00	1,589,509.39	.00	1,589,509.39	.00	
DEPARTMENT TOTALS:				.00	1,589,509.39	.00	1,589,509.39	.00	1,589,509.39	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
050 General FUND										
100 Office Of The City Manager										
101 City Manager's Office										
2020	050	101	7200	.00	80,630.30	5,961.13	74,669.17	74,669.17	.00	.00
2020	050	101	7300	.00	749,863.92	2,143.50	747,720.42	7,720.42	740,000.00	.00
DIVISION TOTALS:				.00	830,494.22	8,104.63	822,389.59	82,389.59	740,000.00	.00
DEPARTMENT TOTALS:				.00	830,494.22	8,104.63	822,389.59	82,389.59	740,000.00	.00
PERCENT EXPENDED:				1.0	PERCENT EXPENDED AND ENCUMBERED: 10.9					
110 Department Of Law										
111 Civil										
2020	050	111	7200	.00	24,893.92	4,500.00	20,393.92	20,393.92	.00	.00
2020	050	111	7400	.00	5,410.69	694.54	4,716.15	4,716.15	.00	.00
DIVISION TOTALS:				.00	30,304.61	5,194.54	25,110.07	25,110.07	.00	.00
112 Administrative Hearings & Prosecution										
2020	050	112	7200	.00	10,000.00	250.00	9,750.00	9,750.00	.00	.00
DIVISION TOTALS:				.00	10,000.00	250.00	9,750.00	9,750.00	.00	.00
DEPARTMENT TOTALS:				.00	40,304.61	5,444.54	34,860.07	34,860.07	.00	.00
PERCENT EXPENDED:				13.5	PERCENT EXPENDED AND ENCUMBERED: 100.0					
120 Department Of Human Resources										
121 Department Of Human Resources										
2020	050	121	7200	.00	11,436.74	.00	11,436.74	11,436.74	.00	.00
DIVISION TOTALS:				.00	11,436.74	.00	11,436.74	11,436.74	.00	.00
DEPARTMENT TOTALS:				.00	11,436.74	.00	11,436.74	11,436.74	.00	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: 100.0					
130 Department Of Finance										
136 Finance, Income Tax										
2020	050	136	7200	.00	31,405.59	17,009.61	14,395.98	14,395.98	.00	.00
DIVISION TOTALS:				.00	31,405.59	17,009.61	14,395.98	14,395.98	.00	.00
137 Finance, Purchasing										
2020	050	137	7300	.00	5,015.50	.00	5,015.50	5,015.50	.00	.00
DIVISION TOTALS:				.00	5,015.50	.00	5,015.50	5,015.50	.00	.00
DEPARTMENT TOTALS:				.00	36,421.09	17,009.61	19,411.48	19,411.48	.00	.00
PERCENT EXPENDED:				46.7	PERCENT EXPENDED AND ENCUMBERED: 100.0					
190 Dept Of Public Recreation										
194 Recreation Maintenance										
2020	050	194	7200	.00	7,776.48	1,482.64	6,293.84	.00	6,293.84	.00
DIVISION TOTALS:				.00	7,776.48	1,482.64	6,293.84	.00	6,293.84	.00
DEPARTMENT TOTALS:				.00	7,776.48	1,482.64	6,293.84	.00	6,293.84	.00
PERCENT EXPENDED:				19.1	PERCENT EXPENDED AND ENCUMBERED: 19.1					
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2020	050	211	7200	.00	18,648.94	830.50	17,818.44	17,818.44	.00	.00
DIVISION TOTALS:				.00	18,648.94	830.50	17,818.44	17,818.44	.00	.00

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212 Bldg & Inspections, Licenses & Permits											
2020	050	212	7200	.00	1,993.20	.00	1,993.20	1,993.20	.00	.00	
DIVISION TOTALS:				.00	1,993.20	.00	1,993.20	1,993.20	.00	.00	
DEPARTMENT TOTALS:				.00	20,642.14	830.50	19,811.64	19,811.64	.00	.00	
PERCENT EXPENDED:				4.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
250 Dept Of Public Services											
251 Office Of The Director											
2020	050	251	7200	.00	8,400.00	8,400.00	.00	.00	.00	.00	
DIVISION TOTALS:				.00	8,400.00	8,400.00	.00	.00	.00	.00	
253 Div Of Neighborhood Operations											
2020	050	253	7200	.00	3,800.00	3,800.00	.00	.00	.00	.00	
DIVISION TOTALS:				.00	3,800.00	3,800.00	.00	.00	.00	.00	
255 Div Of City Facility Mgmt											
2020	050	255	7200	.00	19,670.57	.00	19,670.57	.00	19,670.57	.00	
DIVISION TOTALS:				.00	19,670.57	.00	19,670.57	.00	19,670.57	.00	
DEPARTMENT TOTALS:				.00	31,870.57	12,200.00	19,670.57	.00	19,670.57	.00	
PERCENT EXPENDED:				38.3	PERCENT EXPENDED AND ENCUMBERED:						38.3
270 Department Of Fire											
271 Fire - Response											
2020	050	271	7200	.00	6,725.00	.00	6,725.00	6,725.00	.00	.00	
2020	050	271	7300	.00	42,333.56	8,302.99	34,030.57	34,030.57	.00	.00	
DIVISION TOTALS:				.00	49,058.56	8,302.99	40,755.57	40,755.57	.00	.00	
272 Fire - Support Services											
2020	050	272	7200	.00	2,022.93	.00	2,022.93	2,022.93	.00	.00	
2020	050	272	7300	.00	6,284.06	2,417.00	3,867.06	3,867.06	.00	.00	
DIVISION TOTALS:				.00	8,306.99	2,417.00	5,889.99	5,889.99	.00	.00	
DEPARTMENT TOTALS:				.00	57,365.55	10,719.99	46,645.56	46,645.56	.00	.00	
PERCENT EXPENDED:				18.7	PERCENT EXPENDED AND ENCUMBERED:						100.0
940 Govt'Al & Prof'Al Services											
941 Audit And Examiner's Fees											
2020	050	941	7200	.00	845.00	.00	845.00	845.00	.00	.00	
DIVISION TOTALS:				.00	845.00	.00	845.00	845.00	.00	.00	
DEPARTMENT TOTALS:				.00	845.00	.00	845.00	845.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
950 Miscellaneous Accounts											
952 Enterprise Software and Licenses											
2020	050	952	7200	.00	491.00	.00	491.00	491.00	.00	.00	
2020	050	952	7400	.00	30,000.00	.00	30,000.00	30,000.00	.00	.00	
DIVISION TOTALS:				.00	30,491.00	.00	30,491.00	30,491.00	.00	.00	
DEPARTMENT TOTALS:				.00	30,491.00	.00	30,491.00	30,491.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0

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101 Water Works FUND										
300 Department Of Water Works										
301 Water Works, Business Service										
2020	101	301	7200	.00	117,660.00	102,299.00	15,361.00	15,361.00	.00	.00
DIVISION TOTALS:				.00	117,660.00	102,299.00	15,361.00	15,361.00	.00	.00
302 Water Works, Commercial Services										
2020	101	302	7300	.00	2,165.10	.00	2,165.10	2,165.10	.00	.00
DIVISION TOTALS:				.00	2,165.10	.00	2,165.10	2,165.10	.00	.00
303 Water Works, Div Of Supply										
2020	101	303	7200	.00	236,318.65	.00	236,318.65	236,318.65	.00	.00
DIVISION TOTALS:				.00	236,318.65	.00	236,318.65	236,318.65	.00	.00
306 Water Works, Div Of Engineering										
2020	101	306	7200	.00	19,588.46	17,092.13	2,496.33	2,496.33	.00	.00
DIVISION TOTALS:				.00	19,588.46	17,092.13	2,496.33	2,496.33	.00	.00
DEPARTMENT TOTALS:				.00	375,732.21	119,391.13	256,341.08	256,341.08	.00	.00
PERCENT EXPENDED:				31.8	PERCENT EXPENDED AND ENCUMBERED: 100.0					
102 Parking System Facilities FUND										
130 Department Of Finance										
134 Finance, Treasury										
2020	102	134	7200	.00	481.62	.00	481.62	.00	481.62	.00
DIVISION TOTALS:				.00	481.62	.00	481.62	.00	481.62	.00
DEPARTMENT TOTALS:				.00	481.62	.00	481.62	.00	481.62	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: .0					
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2020	102	248	7200	.00	436,531.62	.00	436,531.62	436,531.62	.00	.00
2020	102	248	7300	.00	285.97	.00	285.97	285.97	.00	.00
2020	102	248	7400	.00	23,048.98	.00	23,048.98	23,048.98	.00	.00
DIVISION TOTALS:				.00	459,866.57	.00	459,866.57	459,866.57	.00	.00
DEPARTMENT TOTALS:				.00	459,866.57	.00	459,866.57	459,866.57	.00	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: 100.0					
103 Convention-Exposition Center FUND										
240 Dept. Of Enterprise Services										
243 Duke Energy Center										
2020	103	243	7200	.00	581,453.52	.00	581,453.52	.00	581,453.52	.00
DIVISION TOTALS:				.00	581,453.52	.00	581,453.52	.00	581,453.52	.00
DEPARTMENT TOTALS:				.00	581,453.52	.00	581,453.52	.00	581,453.52	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: .0					

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<u>FY FND</u>	<u>AGY</u>	<u>OBJT</u>	<u>ORIGINAL</u> <u>AUTHORIZATION</u>	<u>ADJUSTED</u> <u>AUTHORIZATION</u>	<u>EXPENDITURES</u> <u>AMOUNT</u>	<u>UNEXPENDED</u> <u>BALANCE</u>	<u>ENCUMBRANCE</u> <u>AMOUNT</u>	<u>UNENCUMBERED</u> <u>BALANCE</u>	<u>PRE-ENCUMBERED</u> <u>AMOUNT</u>	
104 General Aviation FUND										
230 Dept Of Transportation & Engin										
234 Div Of Aviation										
2020 104	234	7200	.00	38,287.04	.00	38,287.04	38,046.04	241.00	.00	
2020 104	234	7300	.00	1,739.54	.00	1,739.54	1,704.33	35.21	.00	
2020 104	234	7400	.00	874.04	.00	874.04	374.04	500.00	.00	
DIVISION TOTALS:			.00	40,900.62	.00	40,900.62	40,124.41	776.21	.00	
DEPARTMENT TOTALS:			.00	40,900.62	.00	40,900.62	40,124.41	776.21	.00	
PERCENT EXPENDED:			.0	PERCENT EXPENDED AND ENCUMBERED:						98.1
107 Stormwater Management FUND										
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2020 107	253	7200	.00	9,632.50	600.00	9,032.50	9,032.50	.00	.00	
DIVISION TOTALS:			.00	9,632.50	600.00	9,032.50	9,032.50	.00	.00	
DEPARTMENT TOTALS:			.00	9,632.50	600.00	9,032.50	9,032.50	.00	.00	
PERCENT EXPENDED:			6.2	PERCENT EXPENDED AND ENCUMBERED:						100.0
310 Open										
311 Stormwater Management Utility										
2020 107	311	7200	.00	158,278.04	.00	158,278.04	50,755.00	107,523.04	.00	
DIVISION TOTALS:			.00	158,278.04	.00	158,278.04	50,755.00	107,523.04	.00	
DEPARTMENT TOTALS:			.00	158,278.04	.00	158,278.04	50,755.00	107,523.04	.00	
PERCENT EXPENDED:			.0	PERCENT EXPENDED AND ENCUMBERED:						32.1
151 Bond Retirement - City FUND										
130 Department Of Finance										
134 Finance, Treasury										
2020 151	134	7200	.00	141,482.83	.00	141,482.83	.00	141,482.83	.00	
DIVISION TOTALS:			.00	141,482.83	.00	141,482.83	.00	141,482.83	.00	
DEPARTMENT TOTALS:			.00	141,482.83	.00	141,482.83	.00	141,482.83	.00	
PERCENT EXPENDED:			.0	PERCENT EXPENDED AND ENCUMBERED:						.0
301 Street Const Maintenance & Rep FUND										
230 Dept Of Transportation & Engin										
239 Division Of Traffic Engineer										
2020 301	239	7200	.00	104,728.71	1,683.82	103,044.89	103,044.89	.00	.00	
2020 301	239	7300	.00	2,585.85	.00	2,585.85	2,585.85	.00	.00	
2020 301	239	7600	.00	102,974.40	54,348.00	48,626.40	48,626.40	.00	.00	
DIVISION TOTALS:			.00	210,288.96	56,031.82	154,257.14	154,257.14	.00	.00	
DEPARTMENT TOTALS:			.00	210,288.96	56,031.82	154,257.14	154,257.14	.00	.00	
PERCENT EXPENDED:			26.6	PERCENT EXPENDED AND ENCUMBERED:						100.0

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
250 Dept Of Public Services										
252 Traffic And Road Operations										
2020	301	252	7200	.00	24,775.49	.00	24,775.49	24,775.49	.00	.00
2020	301	252	7300	.00	33,042.27	.00	33,042.27	32,308.43	733.84	.00
2020	301	252	7400	.00	84.10	.00	84.10	84.10	.00	.00
DIVISION TOTALS:				.00	57,901.86	.00	57,901.86	57,168.02	733.84	.00
253 Div Of Neighborhood Operations										
2020	301	253	7200	.00	1,700.00	.00	1,700.00	1,700.00	.00	.00
DIVISION TOTALS:				.00	1,700.00	.00	1,700.00	1,700.00	.00	.00
DEPARTMENT TOTALS:				.00	59,601.86	.00	59,601.86	58,868.02	733.84	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:		98.8			
302 Income Tax Infrastructure FUND										
100 Office Of The City Manager										
102 Office Of Budget & Evaluation										
2020	302	102	7400	.00	61.31	.00	61.31	61.31	.00	.00
DIVISION TOTALS:				.00	61.31	.00	61.31	61.31	.00	.00
DEPARTMENT TOTALS:				.00	61.31	.00	61.31	61.31	.00	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:		100.0			
230 Dept Of Transportation & Engin										
233 Division Of Engineering										
2020	302	233	7200	.00	11,975.81	6,926.43	5,049.38	5,049.38	.00	.00
DIVISION TOTALS:				.00	11,975.81	6,926.43	5,049.38	5,049.38	.00	.00
239 Division Of Traffic Engineer										
2020	302	239	7200	.00	830.00	.00	830.00	830.00	.00	.00
2020	302	239	7300	.00	18,538.24	.00	18,538.24	18,538.24	.00	.00
DIVISION TOTALS:				.00	19,368.24	.00	19,368.24	19,368.24	.00	.00
DEPARTMENT TOTALS:				.00	31,344.05	6,926.43	24,417.62	24,417.62	.00	.00
PERCENT EXPENDED:				22.1	PERCENT EXPENDED AND ENCUMBERED:		100.0			
250 Dept Of Public Services										
252 Traffic And Road Operations										
2020	302	252	7200	.00	1,700.00	1,700.00	.00	.00	.00	.00
2020	302	252	7300	.00	23,350.21	.00	23,350.21	22,408.81	941.40	.00
DIVISION TOTALS:				.00	25,050.21	1,700.00	23,350.21	22,408.81	941.40	.00
255 Div Of City Facility Mgmt										
2020	302	255	7200	.00	15,939.08	6,700.00	9,239.08	9,239.08	.00	.00
DIVISION TOTALS:				.00	15,939.08	6,700.00	9,239.08	9,239.08	.00	.00
DEPARTMENT TOTALS:				.00	40,989.29	8,400.00	32,589.29	31,647.89	941.40	.00
PERCENT EXPENDED:				20.5	PERCENT EXPENDED AND ENCUMBERED:		97.7			

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303 Parking Meter FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2020	303	248	7200	.00	70,317.81	.00	70,317.81	59,674.80	10,643.01	.00
2020	303	248	7300	.00	21,665.42	.00	21,665.42	21,665.42	.00	.00
2020	303	248	7400	.00	287.87	.00	287.87	287.87	.00	.00
DIVISION TOTALS:				.00	92,271.10	.00	92,271.10	81,628.09	10,643.01	.00
DEPARTMENT TOTALS:				.00	92,271.10	.00	92,271.10	81,628.09	10,643.01	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: 88.5					
306 Municipal Motor Vehicle Lic Tx FUND										
250 Dept Of Public Services										
252 Traffic And Road Operations										
2020	306	252	7200	.00	15,970.69	3,300.00	12,670.69	2,670.69	10,000.00	.00
2020	306	252	7300	.00	3,534.84	.00	3,534.84	3,534.84	.00	.00
DIVISION TOTALS:				.00	19,505.53	3,300.00	16,205.53	6,205.53	10,000.00	.00
DEPARTMENT TOTALS:				.00	19,505.53	3,300.00	16,205.53	6,205.53	10,000.00	.00
PERCENT EXPENDED:				16.9	PERCENT EXPENDED AND ENCUMBERED: 48.7					
318 Sawyer Point FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2020	318	202	7200	.00	6,392.00	.00	6,392.00	6,392.00	.00	.00
DIVISION TOTALS:				.00	6,392.00	.00	6,392.00	6,392.00	.00	.00
DEPARTMENT TOTALS:				.00	6,392.00	.00	6,392.00	6,392.00	.00	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: 100.0					
323 Recreation Special Activities FUND										
190 Dept Of Public Recreation										
191 Recreation West Region										
2020	323	191	7200	.00	1,234.17	.00	1,234.17	1,234.17	.00	.00
DIVISION TOTALS:				.00	1,234.17	.00	1,234.17	1,234.17	.00	.00
192 Recreation East Region										
2020	323	192	7200	.00	1,608.06	.00	1,608.06	1,608.06	.00	.00
2020	323	192	7300	.00	31.68	.00	31.68	31.68	.00	.00
DIVISION TOTALS:				.00	1,639.74	.00	1,639.74	1,639.74	.00	.00
193 Recreation Central Region										
2020	323	193	7200	.00	1,234.16	.00	1,234.16	1,234.16	.00	.00
2020	323	193	7300	.00	.50	.00	.50	.50	.00	.00
DIVISION TOTALS:				.00	1,234.66	.00	1,234.66	1,234.66	.00	.00
197 Recreation Athletics										
2020	323	197	7200	.00	21,945.75	.00	21,945.75	16,661.75	5,284.00	.00
2020	323	197	7300	.00	1,061.90	.00	1,061.90	1,061.90	.00	.00
DIVISION TOTALS:				.00	23,007.65	.00	23,007.65	17,723.65	5,284.00	.00

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199 Recreation Administration											
2020	323	199	7200	.00	3,200.00	.00	3,200.00	3,200.00	.00	.00	
2020	323	199	7600	.00	59,410.00	59,410.00	.00	.00	.00	.00	
DIVISION TOTALS:				.00	62,610.00	59,410.00	3,200.00	3,200.00	.00	.00	
DEPARTMENT TOTALS:				.00	89,726.22	59,410.00	30,316.22	25,032.22	5,284.00	.00	
PERCENT EXPENDED:				66.2	PERCENT EXPENDED AND ENCUMBERED:						94.1
329 Cincinnati Riverfront Park FUND											
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2020	329	202	7200	.00	20,860.50	.00	20,860.50	20,860.50	.00	.00	
DIVISION TOTALS:				.00	20,860.50	.00	20,860.50	20,860.50	.00	.00	
DEPARTMENT TOTALS:				.00	20,860.50	.00	20,860.50	20,860.50	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
347 Hazard Abatement Fund FUND											
210 Dept Of Bldgs & Inspections											
212 Bldg & Inspections, Licenses & Permits											
2020	347	212	7200	.00	143,072.08	.00	143,072.08	143,072.08	.00	.00	
DIVISION TOTALS:				.00	143,072.08	.00	143,072.08	143,072.08	.00	.00	
DEPARTMENT TOTALS:				.00	143,072.08	.00	143,072.08	143,072.08	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
395 Community Health Center FUND											
260 Department Of Public Health											
265 Primary Health Care - H.C.											
2020	395	265	7200	.00	31,286.00	.00	31,286.00	31,286.00	.00	.00	
2020	395	265	7300	.00	3,970.00	.00	3,970.00	3,970.00	.00	.00	
2020	395	265	7400	.00	1,542.00	.00	1,542.00	1,542.00	.00	.00	
DIVISION TOTALS:				.00	36,798.00	.00	36,798.00	36,798.00	.00	.00	
DEPARTMENT TOTALS:				.00	36,798.00	.00	36,798.00	36,798.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
416 Cincinnati Health District FUND											
260 Department Of Public Health											
264 Primary Health Care - S.P.											
2020	416	264	7300	.00	205.00	.00	205.00	205.00	.00	.00	
DIVISION TOTALS:				.00	205.00	.00	205.00	205.00	.00	.00	
DEPARTMENT TOTALS:				.00	205.00	.00	205.00	205.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0

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449 Cinti Area Geographic Info Sys FUND											
090 Enterprise Technology Solution											
092 ETS-CAGIS											
2020	449	092	7200	.00	828.75	.00	828.75	828.75	.00	.00	
2020	449	092	7300	.00	1,349.90	.00	1,349.90	1,349.90	.00	.00	
2020	449	092	7400	.00	7,654.98	.00	7,654.98	7,654.98	.00	.00	
DIVISION TOTALS:				.00	9,833.63	.00	9,833.63	9,833.63	.00	.00	
DEPARTMENT TOTALS:				.00	9,833.63	.00	9,833.63	9,833.63	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
455 Streetcar Operations FUND											
080 SORTA											
081 SORTA Operations											
2020	455	081	7200	.00	173,837.28	.00	173,837.28	173,837.28	.00	.00	
DIVISION TOTALS:				.00	173,837.28	.00	173,837.28	173,837.28	.00	.00	
DEPARTMENT TOTALS:				.00	173,837.28	.00	173,837.28	173,837.28	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
110 Department Of Law											
111 Civil											
2020	455	111	7200	.00	104,927.56	.00	104,927.56	104,927.56	.00	.00	
DIVISION TOTALS:				.00	104,927.56	.00	104,927.56	104,927.56	.00	.00	
DEPARTMENT TOTALS:				.00	104,927.56	.00	104,927.56	104,927.56	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
230 Dept Of Transportation & Engin											
231 Trans & Eng, Director											
2020	455	231	7200	.00	84,105.35	.00	84,105.35	84,105.35	.00	.00	
DIVISION TOTALS:				.00	84,105.35	.00	84,105.35	84,105.35	.00	.00	
DEPARTMENT TOTALS:				.00	84,105.35	.00	84,105.35	84,105.35	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
457 CLEAR FUND											
090 Enterprise Technology Solution											
093 ETS-CLEAR											
2020	457	093	7200	.00	64,709.16	.00	64,709.16	64,709.16	.00	.00	
2020	457	093	7300	.00	3,000.00	.00	3,000.00	3,000.00	.00	.00	
2020	457	093	7400	.00	20,906.00	18,756.00	2,150.00	2,150.00	.00	.00	
DIVISION TOTALS:				.00	88,615.16	18,756.00	69,859.16	69,859.16	.00	.00	
DEPARTMENT TOTALS:				.00	88,615.16	18,756.00	69,859.16	69,859.16	.00	.00	
PERCENT EXPENDED:				21.2	PERCENT EXPENDED AND ENCUMBERED:						100.0

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701 Metropolitan Sewer District FUND										
410 Dept. of Sewers Director's Off										
410 Dept. of Sewers Director's Office										
2020	701	410	7200	.00	323,279.32	49,956.33	273,322.99	64,309.27	209,013.72	.00
2020	701	410	7300	.00	10,063.81	.00	10,063.81	.00	10,063.81	.00
DIVISION TOTALS:				.00	333,343.13	49,956.33	283,386.80	64,309.27	219,077.53	.00
DEPARTMENT TOTALS:				.00	333,343.13	49,956.33	283,386.80	64,309.27	219,077.53	.00
PERCENT EXPENDED:				15.0	PERCENT EXPENDED AND ENCUMBERED: 34.3					
420 MSD Div Of Wastewater Engineer										
420 MSD Div Of Wastewater Engineering										
2020	701	420	7200	.00	48,516.20	19,413.30	29,102.90	.00	29,102.90	.00
2020	701	420	7300	.00	26,262.63	.00	26,262.63	.00	26,262.63	.00
2020	701	420	7400	.00	23,798.36	.00	23,798.36	.00	23,798.36	.00
DIVISION TOTALS:				.00	98,577.19	19,413.30	79,163.89	.00	79,163.89	.00
DEPARTMENT TOTALS:				.00	98,577.19	19,413.30	79,163.89	.00	79,163.89	.00
PERCENT EXPENDED:				19.7	PERCENT EXPENDED AND ENCUMBERED: 19.7					
430 MSD Div Of Wastewater Admin										
430 MSD Div Of Wastewater Admin										
2020	701	430	7200	.00	13,756.56	.00	13,756.56	.00	13,756.56	.00
2020	701	430	7300	.00	4,128.04	.00	4,128.04	.00	4,128.04	.00
2020	701	430	7400	.00	3,530.90	.00	3,530.90	.00	3,530.90	.00
DIVISION TOTALS:				.00	21,415.50	.00	21,415.50	.00	21,415.50	.00
431 MSD Division of Information Technology										
2020	701	431	7200	.00	65,079.38	.00	65,079.38	.00	65,079.38	.00
2020	701	431	7300	.00	15,551.76	.00	15,551.76	.00	15,551.76	.00
2020	701	431	7400	.00	45,482.00	.00	45,482.00	.00	45,482.00	.00
DIVISION TOTALS:				.00	126,113.14	.00	126,113.14	.00	126,113.14	.00
DEPARTMENT TOTALS:				.00	147,528.64	.00	147,528.64	.00	147,528.64	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED: .0					
440 MSD Div Of Wastewater Treatmen										
441 MSD Office Of Superintendent										
2020	701	441	7200	.00	2,506.84	.00	2,506.84	.00	2,506.84	.00
2020	701	441	7300	.00	424.23	.00	424.23	.00	424.23	.00
DIVISION TOTALS:				.00	2,931.07	.00	2,931.07	.00	2,931.07	.00
442 MSD Millcreek Section										
2020	701	442	7200	.00	1,227,832.14	.00	1,227,832.14	.00	1,227,832.14	.00
2020	701	442	7300	.00	1,179,210.89	108,636.26	1,070,574.63	.00	1,070,574.63	.00
2020	701	442	7400	.00	30,548.13	.00	30,548.13	.00	30,548.13	.00
DIVISION TOTALS:				.00	2,437,591.16	108,636.26	2,328,954.90	.00	2,328,954.90	.00
443 MSD Little Miami Section										
2020	701	443	7200	.00	357,168.72	.00	357,168.72	.00	357,168.72	.00
2020	701	443	7300	.00	139,157.21	35,548.00	103,609.21	.00	103,609.21	.00
DIVISION TOTALS:				.00	496,325.93	35,548.00	460,777.93	.00	460,777.93	.00

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444 MSD Muddy Creek Section									
2020	701	444	7200	.00	184,257.06	.00	184,257.06	.00	.00
2020	701	444	7300	.00	49,232.38	.00	49,232.38	.00	.00
DIVISION TOTALS:			.00	233,489.44	.00	233,489.44	.00	233,489.44	.00
445 MSD Sycamore Section									
2020	701	445	7200	.00	167,091.28	.00	167,091.28	.00	.00
2020	701	445	7300	.00	63,469.69	.00	63,469.69	.00	.00
2020	701	445	7400	.00	262.56	.00	262.56	.00	.00
DIVISION TOTALS:			.00	230,823.53	.00	230,823.53	.00	230,823.53	.00
446 MSD Taylor Creek Section									
2020	701	446	7200	.00	133,740.22	.00	133,740.22	.00	.00
2020	701	446	7300	.00	23,752.90	.00	23,752.90	872.76	.00
DIVISION TOTALS:			.00	157,493.12	.00	157,493.12	872.76	156,620.36	.00
447 MSD Polk Run Section									
2020	701	447	7200	.00	45,819.33	.00	45,819.33	.00	.00
2020	701	447	7300	.00	37,416.39	.00	37,416.39	.00	.00
2020	701	447	7400	.00	211.24	.00	211.24	.00	.00
DIVISION TOTALS:			.00	83,446.96	.00	83,446.96	.00	83,446.96	.00
449 MSD Maintenance Section									
2020	701	449	7200	.00	246,914.79	.00	246,914.79	.00	.00
2020	701	449	7300	.00	98,804.13	.00	98,804.13	.00	.00
2020	701	449	7400	.00	34,118.00	.00	34,118.00	.00	.00
DIVISION TOTALS:			.00	379,836.92	.00	379,836.92	.00	379,836.92	.00
DEPARTMENT TOTALS:			.00	4,021,938.13	144,184.26	3,877,753.87	872.76	3,876,881.11	.00
PERCENT EXPENDED:			3.6	PERCENT EXPENDED AND ENCUMBERED:			3.6		
450 MSD Div Of Wastewater Collecti									
450 MSD Div Of Wastewater Collection									
2020	701	450	7200	.00	1,467,527.57	231,362.27	1,236,165.30	.00	1,236,165.30
2020	701	450	7300	.00	580,799.07	.00	580,799.07	.00	580,799.07
2020	701	450	7400	.00	14,394.96	.00	14,394.96	.00	14,394.96
DIVISION TOTALS:			.00	2,062,721.60	231,362.27	1,831,359.33	.00	1,831,359.33	.00
DEPARTMENT TOTALS:			.00	2,062,721.60	231,362.27	1,831,359.33	.00	1,831,359.33	.00
PERCENT EXPENDED:			11.2	PERCENT EXPENDED AND ENCUMBERED:			11.2		
460 MSD Div Of Industrial Waste									
460 MSD Div Of Industrial Waste									
2020	701	460	7200	.00	526,645.73	23,857.52	502,788.21	8,797.06	493,991.15
2020	701	460	7300	.00	331,994.40	5,827.61	326,166.79	30,389.01	295,777.78
2020	701	460	7400	.00	3,985.08	.00	3,985.08	.00	3,985.08
DIVISION TOTALS:			.00	862,625.21	29,685.13	832,940.08	39,186.07	793,754.01	.00
DEPARTMENT TOTALS:			.00	862,625.21	29,685.13	832,940.08	39,186.07	793,754.01	.00
PERCENT EXPENDED:			3.4	PERCENT EXPENDED AND ENCUMBERED:			8.0		

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470 MSD Watershed Operations											
470 MSD Watershed Operations											
2020	701	470	7200	.00	1,013,745.22	.00	1,013,745.22	.00	1,013,745.22	.00	
2020	701	470	7300	.00	121,161.03	704.96	120,456.07	.00	120,456.07	.00	
2020	701	470	7400	.00	22,667.87	.00	22,667.87	.00	22,667.87	.00	
DIVISION TOTALS:				.00	1,157,574.12	704.96	1,156,869.16	.00	1,156,869.16	.00	
DEPARTMENT TOTALS:				.00	1,157,574.12	704.96	1,156,869.16	.00	1,156,869.16	.00	
PERCENT EXPENDED:				.1	PERCENT EXPENDED AND ENCUMBERED:						.1
480 MSD SBU Program											
480 MSD SBU Program											
2020	701	480	7200	.00	2,525,174.77	22,310.35	2,502,864.42	.00	2,502,864.42	.00	
DIVISION TOTALS:				.00	2,525,174.77	22,310.35	2,502,864.42	.00	2,502,864.42	.00	
DEPARTMENT TOTALS:				.00	2,525,174.77	22,310.35	2,502,864.42	.00	2,502,864.42	.00	
PERCENT EXPENDED:				.9	PERCENT EXPENDED AND ENCUMBERED:						.9
980 Capital Outlay Accounts											
982 Office & Technical Equip											
2020	701	982	7600	.00	607,755.32	15,634.85	592,120.47	.00	592,120.47	.00	
DIVISION TOTALS:				.00	607,755.32	15,634.85	592,120.47	.00	592,120.47	.00	
DEPARTMENT TOTALS:				.00	607,755.32	15,634.85	592,120.47	.00	592,120.47	.00	
PERCENT EXPENDED:				2.6	PERCENT EXPENDED AND ENCUMBERED:						2.6
050 General FUND											
010 City Council											
015 Councilmember D. Mann											
2021	050	015	7200	.00	3,400.00	.00	3,400.00	3,400.00	.00	.00	
DIVISION TOTALS:				.00	3,400.00	.00	3,400.00	3,400.00	.00	.00	
026 Councilmember S Goodin											
2021	050	026	7200	.00	150.00	.00	150.00	150.00	.00	.00	
DIVISION TOTALS:				.00	150.00	.00	150.00	150.00	.00	.00	
041 Office Of The Clerk Of Council											
2021	050	041	7200	.00	12,429.88	317.46	12,112.42	12,112.42	.00	.00	
2021	050	041	7300	.00	32,000.00	.00	32,000.00	32,000.00	.00	.00	
DIVISION TOTALS:				.00	44,429.88	317.46	44,112.42	44,112.42	.00	.00	
DEPARTMENT TOTALS:				.00	47,979.88	317.46	47,662.42	47,662.42	.00	.00	
PERCENT EXPENDED:				.7	PERCENT EXPENDED AND ENCUMBERED:						100.0
090 Enterprise Technology Solution											
091 Enterprise Technology Solutions											
2021	050	091	7200	.00	13,710.78	.00	13,710.78	13,710.78	.00	.00	
2021	050	091	7300	.00	24,034.07	8,232.45	15,801.62	15,801.62	.00	.00	
2021	050	091	7400	.00	23,140.37	21,971.24	1,169.13	1,169.13	.00	.00	
DIVISION TOTALS:				.00	60,885.22	30,203.69	30,681.53	30,681.53	.00	.00	
DEPARTMENT TOTALS:				.00	60,885.22	30,203.69	30,681.53	30,681.53	.00	.00	
PERCENT EXPENDED:				49.6	PERCENT EXPENDED AND ENCUMBERED:						100.0

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100 Office Of The City Manager										
101 City Manager's Office										
2021	050	101	7200	.00	576,371.10	348,226.25	228,144.85	228,144.85	.00	.00
2021	050	101	7300	.00	31,457.20	25,911.77	5,545.43	5,545.43	.00	.00
2021	050	101	7400	.00	13,768.65	11,458.75	2,309.90	2,309.90	.00	.00
DIVISION TOTALS:				.00	621,596.95	385,596.77	236,000.18	236,000.18	.00	.00
102 Office Of Budget & Evaluation										
2021	050	102	7400	.00	459.11	76.17	382.94	382.94	.00	.00
DIVISION TOTALS:				.00	459.11	76.17	382.94	382.94	.00	.00
103 Emergency Communications										
2021	050	103	7200	.00	11,067.80	7,609.71	3,458.09	3,458.09	.00	.00
2021	050	103	7300	.00	19,021.01	17,490.81	1,530.20	1,530.20	.00	.00
2021	050	103	7400	.00	2,290.23	654.81	1,635.42	1,635.42	.00	.00
DIVISION TOTALS:				.00	32,379.04	25,755.33	6,623.71	6,623.71	.00	.00
104 Office Of Environment & Sustainability										
2021	050	104	7200	.00	510,161.54	394,467.90	115,693.64	115,693.64	.00	.00
2021	050	104	7300	.00	1,467.06	143.25	1,323.81	1,323.81	.00	.00
2021	050	104	7400	.00	28,642.07	26,427.25	2,214.82	2,214.82	.00	.00
DIVISION TOTALS:				.00	540,270.67	421,038.40	119,232.27	119,232.27	.00	.00
108 Dept of Performance & Data Analytics										
2021	050	108	7200	.00	86,500.00	12,500.00	74,000.00	74,000.00	.00	.00
2021	050	108	7300	.00	3,873.97	2,373.97	1,500.00	1,500.00	.00	.00
DIVISION TOTALS:				.00	90,373.97	14,873.97	75,500.00	75,500.00	.00	.00
109 Internal Audit										
2021	050	109	7200	.00	.36	.00	.36	.36	.00	.00
2021	050	109	7300	.00	728.29	402.37	325.92	325.92	.00	.00
DIVISION TOTALS:				.00	728.65	402.37	326.28	326.28	.00	.00
DEPARTMENT TOTALS:				.00	1,285,808.39	847,743.01	438,065.38	438,065.38	.00	.00
PERCENT EXPENDED:				65.9	PERCENT EXPENDED AND ENCUMBERED: 100.0					
110 Department Of Law										
111 Civil										
2021	050	111	7200	.00	187,850.41	80,989.77	106,860.64	106,860.64	.00	.00
2021	050	111	7300	.00	13,065.60	2,198.07	10,867.53	10,867.53	.00	.00
2021	050	111	7400	.00	5,574.33	1,956.50	3,617.83	3,617.83	.00	.00
DIVISION TOTALS:				.00	206,490.34	85,144.34	121,346.00	121,346.00	.00	.00
112 Administrative Hearings & Prosecution										
2021	050	112	7300	.00	1,436.01	.00	1,436.01	1,436.01	.00	.00
2021	050	112	7400	.00	11,728.08	2,091.24	9,636.84	9,636.84	.00	.00
DIVISION TOTALS:				.00	13,164.09	2,091.24	11,072.85	11,072.85	.00	.00
DEPARTMENT TOTALS:				.00	219,654.43	87,235.58	132,418.85	132,418.85	.00	.00
PERCENT EXPENDED:				39.7	PERCENT EXPENDED AND ENCUMBERED: 100.0					

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
120 Department Of Human Resources											
121 Department Of Human Resources											
2021	050	121	7200	.00	165,857.00	51,735.97	114,121.03	114,121.03	.00	.00	
2021	050	121	7300	.00	12,873.04	12,246.66	626.38	626.38	.00	.00	
2021	050	121	7400	.00	1,000.00	.00	1,000.00	1,000.00	.00	.00	
DIVISION TOTALS:				.00	179,730.04	63,982.63	115,747.41	115,747.41	.00	.00	
DEPARTMENT TOTALS:				.00	179,730.04	63,982.63	115,747.41	115,747.41	.00	.00	
PERCENT EXPENDED:				35.6	PERCENT EXPENDED AND ENCUMBERED:						100.0
130 Department Of Finance											
131 Finance, Office Of Director											
2021	050	131	7200	.00	14,200.00	13,970.84	229.16	.00	229.16	.00	
2021	050	131	7300	.00	4,098.08	2,071.68	2,026.40	2,000.00	26.40	.00	
2021	050	131	7400	.00	356.42	249.75	106.67	8.46	98.21	.00	
DIVISION TOTALS:				.00	18,654.50	16,292.27	2,362.23	2,008.46	353.77	.00	
133 Finance, Accounts & Audits											
2021	050	133	7200	.00	2,600.00	2,340.00	260.00	.00	260.00	.00	
2021	050	133	7300	.00	4,853.14	.00	4,853.14	4,853.14	.00	.00	
2021	050	133	7400	.00	548.88	352.58	196.30	.00	196.30	.00	
DIVISION TOTALS:				.00	8,002.02	2,692.58	5,309.44	4,853.14	456.30	.00	
134 Finance, Treasury											
2021	050	134	7200	.00	42,079.43	17,923.62	24,155.81	9,881.38	14,274.43	.00	
2021	050	134	7300	.00	19,338.39	1,784.19	17,554.20	8,623.20	8,931.00	.00	
2021	050	134	7400	.00	672.56	367.51	305.05	250.00	55.05	.00	
DIVISION TOTALS:				.00	62,090.38	20,075.32	42,015.06	18,754.58	23,260.48	.00	
136 Finance, Income Tax											
2021	050	136	7200	.00	52,638.00	1,494.00	51,144.00	51,144.00	.00	.00	
2021	050	136	7300	.00	515.32	405.66	109.66	109.66	.00	.00	
2021	050	136	7400	.00	103.76	59.47	44.29	44.29	.00	.00	
DIVISION TOTALS:				.00	53,257.08	1,959.13	51,297.95	51,297.95	.00	.00	
137 Finance, Purchasing											
2021	050	137	7200	.00	31,473.46	25,649.91	5,823.55	5,823.55	.00	.00	
2021	050	137	7300	.00	103,744.71	3,924.48	99,820.23	99,820.23	.00	.00	
2021	050	137	7400	.00	2,192.17	1,479.30	712.87	45.00	667.87	.00	
DIVISION TOTALS:				.00	137,410.34	31,053.69	106,356.65	105,688.78	667.87	.00	
DEPARTMENT TOTALS:				.00	279,414.32	72,072.99	207,341.33	182,602.91	24,738.42	.00	
PERCENT EXPENDED:				25.8	PERCENT EXPENDED AND ENCUMBERED:						91.1
160 Community Developmt											
161 Comm Dvlp, Office Of The Director											
2021	050	161	7200	.00	912.25	.00	912.25	.00	912.25	.00	
2021	050	161	7300	.00	714.66	.00	714.66	714.66	.00	.00	
2021	050	161	7400	.00	25,873.10	18,458.33	7,414.77	4,000.00	3,414.77	.00	
DIVISION TOTALS:				.00	27,500.01	18,458.33	9,041.68	4,714.66	4,327.02	.00	
162 Comm Dvlp, Division Of Housing Devel											
2021	050	162	7400	.00	283,758.00	195,691.00	88,067.00	88,067.00	.00	.00	
DIVISION TOTALS:				.00	283,758.00	195,691.00	88,067.00	88,067.00	.00	.00	

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FY FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
164 Division Of Community Devel										
2021	050	164	7200	.00	6,088.43	1,022.66	5,065.77	5,065.77	.00	.00
2021	050	164	7300	.00	29,171.78	171.78	29,000.00	29,000.00	.00	.00
2021	050	164	7400	.00	67,360.02	67,360.02	.00	.00	.00	.00
DIVISION TOTALS:				.00	102,620.23	68,554.46	34,065.77	34,065.77	.00	.00
DEPARTMENT TOTALS:				.00	413,878.24	282,703.79	131,174.45	126,847.43	4,327.02	.00
PERCENT EXPENDED:				68.3	PERCENT EXPENDED AND ENCUMBERED:					99.0
170 Department Of Planning & Build										
171 City Planning										
2021	050	171	7200	.00	3,542.36	3,542.36	.00	.00	.00	.00
2021	050	171	7300	.00	2,042.68	1,693.38	349.30	.00	349.30	.00
2021	050	171	7400	.00	3,696.51	3,696.51	.00	.00	.00	.00
DIVISION TOTALS:				.00	9,281.55	8,932.25	349.30	.00	349.30	.00
DEPARTMENT TOTALS:				.00	9,281.55	8,932.25	349.30	.00	349.30	.00
PERCENT EXPENDED:				96.2	PERCENT EXPENDED AND ENCUMBERED:					96.2
180 Citizens' Complaint Authority										
181 Citizens' Complaint Authority										
2021	050	181	7200	.00	14,733.78	4,433.10	10,300.68	10,300.68	.00	.00
2021	050	181	7300	.00	14,412.02	7,861.00	6,551.02	6,551.02	.00	.00
2021	050	181	7400	.00	223.78	54.96	168.82	.00	168.82	.00
DIVISION TOTALS:				.00	29,369.58	12,349.06	17,020.52	16,851.70	168.82	.00
DEPARTMENT TOTALS:				.00	29,369.58	12,349.06	17,020.52	16,851.70	168.82	.00
PERCENT EXPENDED:				42.0	PERCENT EXPENDED AND ENCUMBERED:					99.4
190 Dept Of Public Recreation										
191 Recreation West Region										
2021	050	191	7200	.00	27,352.79	15,648.43	11,704.36	2,022.58	9,681.78	.00
2021	050	191	7300	.00	678.26	463.36	214.90	86.86	128.04	.00
DIVISION TOTALS:				.00	28,031.05	16,111.79	11,919.26	2,109.44	9,809.82	.00
192 Recreation East Region										
2021	050	192	7200	.00	17,605.87	11,619.97	5,985.90	1,544.90	4,441.00	.00
2021	050	192	7300	.00	4,566.02	568.06	3,997.96	3,997.96	.00	.00
2021	050	192	7400	.00	45.64	.00	45.64	.00	45.64	.00
DIVISION TOTALS:				.00	22,217.53	12,188.03	10,029.50	5,542.86	4,486.64	.00
193 Recreation Central Region										
2021	050	193	7200	.00	61,223.99	50,620.07	10,603.92	882.39	9,721.53	.00
2021	050	193	7300	.00	2,660.36	236.60	2,423.76	2,423.76	.00	.00
DIVISION TOTALS:				.00	63,884.35	50,856.67	13,027.68	3,306.15	9,721.53	.00
194 Recreation Maintenance										
2021	050	194	7200	.00	27,220.45	12,497.97	14,722.48	200.00	14,522.48	.00
2021	050	194	7300	.00	68,062.78	52,822.82	15,239.96	2,750.50	12,489.46	.00
2021	050	194	7400	.00	2,079.17	1,037.98	1,041.19	.00	1,041.19	.00
DIVISION TOTALS:				.00	97,362.40	66,358.77	31,003.63	2,950.50	28,053.13	.00
197 Recreation Athletics										
2021	050	197	7200	.00	28,398.48	11,352.63	17,045.85	525.06	16,520.79	.00
2021	050	197	7300	.00	5,496.78	.00	5,496.78	5,484.33	12.45	.00
DIVISION TOTALS:				.00	33,895.26	11,352.63	22,542.63	6,009.39	16,533.24	.00

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199 Recreation Administration											
2021	050	199	7200	.00	8,552.75	3,825.25	4,727.50	.00	4,727.50	.00	
2021	050	199	7300	.00	2,691.58	937.88	1,753.70	1,332.55	421.15	.00	
2021	050	199	7400	.00	6,636.14	6,636.14	.00	.00	.00	.00	
DIVISION TOTALS:				.00	17,880.47	11,399.27	6,481.20	1,332.55	5,148.65	.00	
DEPARTMENT TOTALS:				.00	263,271.06	168,267.16	95,003.90	21,250.89	73,753.01	.00	
PERCENT EXPENDED:				63.9	PERCENT EXPENDED AND ENCUMBERED:						72.0
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2021	050	202	7200	.00	213,735.29	152,738.47	60,996.82	60,686.41	310.41	.00	
2021	050	202	7300	.00	111,115.32	84,895.58	26,219.74	26,193.20	26.54	.00	
2021	050	202	7400	.00	8,346.05	4,346.54	3,999.51	2,641.75	1,357.76	.00	
DIVISION TOTALS:				.00	333,196.66	241,980.59	91,216.07	89,521.36	1,694.71	.00	
203 Parks, Adm & Program Services											
2021	050	203	7200	.00	20,672.98	19,457.14	1,215.84	1,215.23	.61	.00	
2021	050	203	7300	.00	29,523.34	24,587.12	4,936.22	4,797.12	139.10	.00	
DIVISION TOTALS:				.00	50,196.32	44,044.26	6,152.06	6,012.35	139.71	.00	
DEPARTMENT TOTALS:				.00	383,392.98	286,024.85	97,368.13	95,533.71	1,834.42	.00	
PERCENT EXPENDED:				74.6	PERCENT EXPENDED AND ENCUMBERED:						99.5
210 Dept Of Bldgs & Inspections											
211 Bldg & Inspections, Director											
2021	050	211	7200	.00	17,330.54	4,130.54	13,200.00	13,200.00	.00	.00	
2021	050	211	7300	.00	23,900.42	9,942.17	13,958.25	13,281.77	676.48	.00	
2021	050	211	7400	.00	19,346.10	17,424.15	1,921.95	.00	1,921.95	.00	
DIVISION TOTALS:				.00	60,577.06	31,496.86	29,080.20	26,481.77	2,598.43	.00	
212 Bldg & Inspections, Licenses & Permits											
2021	050	212	7200	.00	18,574.18	4,420.44	14,153.74	14,153.74	.00	.00	
2021	050	212	7300	.00	15,309.59	9,593.86	5,715.73	5,715.73	.00	.00	
2021	050	212	7400	.00	246.89	246.89	.00	.00	.00	.00	
DIVISION TOTALS:				.00	34,130.66	14,261.19	19,869.47	19,869.47	.00	.00	
DEPARTMENT TOTALS:				.00	94,707.72	45,758.05	48,949.67	46,351.24	2,598.43	.00	
PERCENT EXPENDED:				48.3	PERCENT EXPENDED AND ENCUMBERED:						97.3
220 Open											
222 Department Of Police											
2021	050	222	7200	.00	811,927.16	361,088.28	450,838.88	405,754.41	45,084.47	.00	
2021	050	222	7300	.00	1,264,356.36	612,554.35	651,802.01	629,192.01	22,610.00	.00	
2021	050	222	7400	.00	63,765.83	37,542.07	26,223.76	19,492.00	6,731.76	.00	
DIVISION TOTALS:				.00	2,140,049.35	1,011,184.70	1,128,864.65	1,054,438.42	74,426.23	.00	
225 Police - Investigations											
2021	050	225	7200	.00	163,595.05	79,377.70	84,217.35	7,119.04	77,098.31	.00	
2021	050	225	7300	.00	17,491.10	8,257.36	9,233.74	4,462.60	4,771.14	.00	
2021	050	225	7400	.00	7,519.53	5,388.99	2,130.54	.00	2,130.54	.00	
DIVISION TOTALS:				.00	188,605.68	93,024.05	95,581.63	11,581.64	83,999.99	.00	

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226 Police - Support										
2021	050	226	7200	.00	598,374.70	526,651.01	71,723.69	42,166.36	29,557.33	.00
2021	050	226	7300	.00	318,010.85	284,350.41	33,660.44	6,582.67	27,077.77	.00
2021	050	226	7400	.00	89,524.12	50,711.80	38,812.32	38,332.53	479.79	.00
DIVISION TOTALS:				.00	1,005,909.67	861,713.22	144,196.45	87,081.56	57,114.89	.00
227 Police - Administration										
2021	050	227	7200	.00	46,644.09	10,302.84	36,341.25	19,385.61	16,955.64	.00
2021	050	227	7300	.00	56,681.09	38,638.50	18,042.59	13,727.94	4,314.65	.00
2021	050	227	7400	.00	2,638.75	564.13	2,074.62	.00	2,074.62	.00
DIVISION TOTALS:				.00	105,963.93	49,505.47	56,458.46	33,113.55	23,344.91	.00
228 Police - Resource Bureau										
2021	050	228	7200	.00	5,839.00	1,770.97	4,068.03	.00	4,068.03	.00
2021	050	228	7400	.00	200.56	.00	200.56	.00	200.56	.00
DIVISION TOTALS:				.00	6,039.56	1,770.97	4,268.59	.00	4,268.59	.00
DEPARTMENT TOTALS:				.00	3,446,568.19	2,017,198.41	1,429,369.78	1,186,215.17	243,154.61	.00
PERCENT EXPENDED: 58.5				PERCENT EXPENDED AND ENCUMBERED: 92.9						
230 Dept Of Transportation & Engin										
231 Trans & Eng, Director										
2021	050	231	7200	.00	1,300.00	1,300.00	.00	.00	.00	.00
2021	050	231	7300	.00	4,133.06	2,982.79	1,150.27	.00	1,150.27	.00
DIVISION TOTALS:				.00	5,433.06	4,282.79	1,150.27	.00	1,150.27	.00
232 Div Of Transportation Planning										
2021	050	232	7200	.00	53.33	.00	53.33	53.33	.00	.00
DIVISION TOTALS:				.00	53.33	.00	53.33	53.33	.00	.00
233 Division Of Engineering										
2021	050	233	7200	.00	181.52	149.35	32.17	32.17	.00	.00
2021	050	233	7400	.00	741.98	380.37	361.61	.00	361.61	.00
DIVISION TOTALS:				.00	923.50	529.72	393.78	32.17	361.61	.00
239 Division Of Traffic Engineer										
2021	050	239	7200	.00	248,927.41	157,089.61	91,837.80	7,362.92	84,474.88	.00
DIVISION TOTALS:				.00	248,927.41	157,089.61	91,837.80	7,362.92	84,474.88	.00
DEPARTMENT TOTALS:				.00	255,337.30	161,902.12	93,435.18	7,448.42	85,986.76	.00
PERCENT EXPENDED: 63.4				PERCENT EXPENDED AND ENCUMBERED: 66.3						
250 Dept Of Public Services										
251 Office Of The Director										
2021	050	251	7200	.00	7,810.24	2,708.00	5,102.24	5,052.24	50.00	.00
2021	050	251	7300	.00	10,350.19	6,609.62	3,740.57	3,740.57	.00	.00
2021	050	251	7400	.00	2,335.96	634.81	1,701.15	.00	1,701.15	.00
DIVISION TOTALS:				.00	20,496.39	9,952.43	10,543.96	8,792.81	1,751.15	.00
253 Div Of Neighborhood Operations										
2021	050	253	7200	.00	418,565.90	253,469.52	165,096.38	155,651.50	9,444.88	.00
2021	050	253	7300	.00	11,352.55	5,396.40	5,956.15	5,956.15	.00	.00
2021	050	253	7400	.00	2,079.89	234.94	1,844.95	.00	1,844.95	.00
DIVISION TOTALS:				.00	431,998.34	259,100.86	172,897.48	161,607.65	11,289.83	.00

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255 Div Of City Facility Mgmt										
2021	050	255	7200	.00	127,977.10	78,445.59	49,531.51	49,348.71	182.80	.00
2021	050	255	7300	.00	9,458.80	8,595.38	863.42	831.38	32.04	.00
DIVISION TOTALS:				.00	137,435.90	87,040.97	50,394.93	50,180.09	214.84	.00
DEPARTMENT TOTALS:				.00	589,930.63	356,094.26	233,836.37	220,580.55	13,255.82	.00
PERCENT EXPENDED: 60.4				PERCENT EXPENDED AND ENCUMBERED: 97.8						
270 Department Of Fire										
271 Fire - Response										
2021	050	271	7200	.00	261,638.21	155,063.35	106,574.86	103,694.07	2,880.79	.00
2021	050	271	7300	.00	523,970.42	439,634.70	84,335.72	82,323.05	2,012.67	.00
2021	050	271	7400	.00	8,676.76	1,316.99	7,359.77	7,359.77	.00	.00
DIVISION TOTALS:				.00	794,285.39	596,015.04	198,270.35	193,376.89	4,893.46	.00
272 Fire - Support Services										
2021	050	272	7200	.00	52,755.43	23,210.36	29,545.07	29,545.07	.00	.00
2021	050	272	7300	.00	571,328.25	432,243.96	139,084.29	139,074.02	10.27	.00
2021	050	272	7400	.00	18,070.88	4,804.57	13,266.31	13,263.98	2.33	.00
DIVISION TOTALS:				.00	642,154.56	460,258.89	181,895.67	181,883.07	12.60	.00
DEPARTMENT TOTALS:				.00	1,436,439.95	1,056,273.93	380,166.02	375,259.96	4,906.06	.00
PERCENT EXPENDED: 73.5				PERCENT EXPENDED AND ENCUMBERED: 99.7						
280										
281 Economic Inclusion										
2021	050	281	7200	.00	302,748.14	58,300.00	244,448.14	241,550.00	2,898.14	.00
2021	050	281	7300	.00	6,019.47	2,971.67	3,047.80	2,991.33	56.47	.00
2021	050	281	7400	.00	739,439.05	727,245.70	12,193.35	12,132.51	60.84	.00
DIVISION TOTALS:				.00	1,048,206.66	788,517.37	259,689.29	256,673.84	3,015.45	.00
DEPARTMENT TOTALS:				.00	1,048,206.66	788,517.37	259,689.29	256,673.84	3,015.45	.00
PERCENT EXPENDED: 75.2				PERCENT EXPENDED AND ENCUMBERED: 99.7						
920 Employee Benefits (Cont)										
923 State Unemployment Comp										
2021	050	923	7500	.00	409,422.69	56,267.03	353,155.66	353,155.66	.00	.00
DIVISION TOTALS:				.00	409,422.69	56,267.03	353,155.66	353,155.66	.00	.00
928 Tuition Reimbursement										
2021	050	928	7400	.00	99,193.94	.00	99,193.94	99,193.94	.00	.00
DIVISION TOTALS:				.00	99,193.94	.00	99,193.94	99,193.94	.00	.00
DEPARTMENT TOTALS:				.00	508,616.63	56,267.03	452,349.60	452,349.60	.00	.00
PERCENT EXPENDED: 11.1				PERCENT EXPENDED AND ENCUMBERED: 100.0						
940 Govt'Al & Prof'Al Services										
941 Audit And Examiner's Fees										
2021	050	941	7200	.00	54,280.70	17,500.00	36,780.70	35,780.70	1,000.00	.00
DIVISION TOTALS:				.00	54,280.70	17,500.00	36,780.70	35,780.70	1,000.00	.00

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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
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 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
946 Election Expense											
2021	050	946	7200	.00	50,510.00	.00	50,510.00	50,510.00	.00	.00	
2021	050	946	7400	.00	39,618.00	.00	39,618.00	39,618.00	.00	.00	
DIVISION TOTALS:				.00	90,128.00	.00	90,128.00	90,128.00	.00	.00	
DEPARTMENT TOTALS:				.00	144,408.70	17,500.00	126,908.70	125,908.70	1,000.00	.00	
PERCENT EXPENDED:				12.1	PERCENT EXPENDED AND ENCUMBERED:						99.3
950 Miscellaneous Accounts											
951 Judgments Against The City											
2021	050	951	7400	.00	62,366.29	61,802.45	563.84	563.84	.00	.00	
DIVISION TOTALS:				.00	62,366.29	61,802.45	563.84	563.84	.00	.00	
952 Enterprise Software and Licenses											
2021	050	952	7200	.00	10,953.00	6,398.00	4,555.00	4,555.00	.00	.00	
2021	050	952	7400	.00	2,051,548.31	1,984,573.81	66,974.50	66,974.50	.00	.00	
DIVISION TOTALS:				.00	2,062,501.31	1,990,971.81	71,529.50	71,529.50	.00	.00	
953 Memberships & Publications											
2021	050	953	7200	.00	25,000.00	25,000.00	.00	.00	.00	.00	
DIVISION TOTALS:				.00	25,000.00	25,000.00	.00	.00	.00	.00	
959 Manager's Office Obligations											
2021	050	959	7200	.00	46,770.40	1,000.00	45,770.40	24,970.40	20,800.00	.00	
DIVISION TOTALS:				.00	46,770.40	1,000.00	45,770.40	24,970.40	20,800.00	.00	
DEPARTMENT TOTALS:				.00	2,196,638.00	2,078,774.26	117,863.74	97,063.74	20,800.00	.00	
PERCENT EXPENDED:				94.6	PERCENT EXPENDED AND ENCUMBERED:						99.1
960 Miscellaneous Accounts (Cont)											
968 Port Authority Gr Cinti Dev											
2021	050	968	7200	.00	700,000.00	700,000.00	.00	.00	.00	.00	
DIVISION TOTALS:				.00	700,000.00	700,000.00	.00	.00	.00	.00	
DEPARTMENT TOTALS:				.00	700,000.00	700,000.00	.00	.00	.00	.00	
PERCENT EXPENDED:				100.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
101 Water Works FUND											
300 Department Of Water Works											
301 Water Works, Business Service											
2021	101	301	7200	.00	446,822.43	153,284.39	293,538.04	293,538.04	.00	.00	
2021	101	301	7300	.00	66,251.29	976.64	65,274.65	54,858.57	10,416.08	.00	
2021	101	301	7400	.00	1,710,323.92	141,455.49	1,568,868.43	1,568,868.43	.00	.00	
DIVISION TOTALS:				.00	2,223,397.64	295,716.52	1,927,681.12	1,917,265.04	10,416.08	.00	
302 Water Works, Commercial Services											
2021	101	302	7200	.00	1,373,656.05	283,973.38	1,089,682.67	1,089,682.67	.00	.00	
2021	101	302	7300	.00	38,669.67	1,249.66	37,420.01	28,258.11	9,161.90	.00	
2021	101	302	7400	.00	10,686.97	262.20	10,424.77	10,424.77	.00	.00	
DIVISION TOTALS:				.00	1,423,012.69	285,485.24	1,137,527.45	1,128,365.55	9,161.90	.00	

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
303 Water Works, Div Of Supply											
2021	101	303	7200	.00	2,348,851.44	929,958.44	1,418,893.00	1,414,161.50	4,731.50	.00	
2021	101	303	7300	.00	548,481.69	236,455.40	312,026.29	300,207.17	11,819.12	.00	
2021	101	303	7400	.00	39,552.64	5,763.07	33,789.57	30,116.62	3,672.95	.00	
DIVISION TOTALS:				.00	2,936,885.77	1,172,176.91	1,764,708.86	1,744,485.29	20,223.57	.00	
304 Water Works, Div Of Distribution											
2021	101	304	7200	.00	1,154,169.24	508,552.97	645,616.27	645,616.27	.00	.00	
2021	101	304	7300	.00	178,587.04	102,539.91	76,047.13	74,056.24	1,990.89	.00	
2021	101	304	7400	.00	13,319.40	4,706.73	8,612.67	8,612.67	.00	.00	
DIVISION TOTALS:				.00	1,346,075.68	615,799.61	730,276.07	728,285.18	1,990.89	.00	
305 Div Of Wtr Quality & Treatment											
2021	101	305	7200	.00	235,830.07	59,956.67	175,873.40	175,873.40	.00	.00	
2021	101	305	7300	.00	197,714.97	133,753.93	63,961.04	53,635.88	10,325.16	.00	
2021	101	305	7400	.00	7,258.00	2,781.00	4,477.00	4,477.00	.00	.00	
DIVISION TOTALS:				.00	440,803.04	196,491.60	244,311.44	233,986.28	10,325.16	.00	
306 Water Works, Div Of Engineering											
2021	101	306	7200	.00	24,447.27	3,944.07	20,503.20	20,503.20	.00	.00	
2021	101	306	7300	.00	10,949.41	2,198.62	8,750.79	5,040.97	3,709.82	.00	
2021	101	306	7400	.00	1,039.00	922.00	117.00	117.00	.00	.00	
DIVISION TOTALS:				.00	36,435.68	7,064.69	29,370.99	25,661.17	3,709.82	.00	
307 Water Works, Div Of Info Tech											
2021	101	307	7200	.00	300,781.80	117,927.69	182,854.11	182,854.11	.00	.00	
2021	101	307	7300	.00	17,823.16	11,287.77	6,535.39	5,956.69	578.70	.00	
2021	101	307	7400	.00	1,367,666.46	991,709.12	375,957.34	375,957.34	.00	.00	
DIVISION TOTALS:				.00	1,686,271.42	1,120,924.58	565,346.84	564,768.14	578.70	.00	
309 Water Works Debt Service											
2021	101	309	7700	.00	28,750.00	.00	28,750.00	28,750.00	.00	.00	
DIVISION TOTALS:				.00	28,750.00	.00	28,750.00	28,750.00	.00	.00	
DEPARTMENT TOTALS:				.00	10,121,631.92	3,693,659.15	6,427,972.77	6,371,566.65	56,406.12	.00	
PERCENT EXPENDED:				36.5	PERCENT EXPENDED AND ENCUMBERED:						99.4
102 Parking System Facilities FUND											
130 Department Of Finance											
134 Finance, Treasury											
2021	102	134	7200	.00	9,544.63	870.70	8,673.93	5,000.00	3,673.93	.00	
DIVISION TOTALS:				.00	9,544.63	870.70	8,673.93	5,000.00	3,673.93	.00	
DEPARTMENT TOTALS:				.00	9,544.63	870.70	8,673.93	5,000.00	3,673.93	.00	
PERCENT EXPENDED:				9.1	PERCENT EXPENDED AND ENCUMBERED:						61.5
240 Dept. Of Enterprise Services											
248 Div Of Parking Facilities											
2021	102	248	7200	.00	978,392.70	278,749.20	699,643.50	431,740.08	267,903.42	.00	
2021	102	248	7300	.00	758.92	.00	758.92	758.92	.00	.00	
2021	102	248	7400	.00	1,958.35	7.68	1,950.67	1,950.67	.00	.00	
DIVISION TOTALS:				.00	981,109.97	278,756.88	702,353.09	434,449.67	267,903.42	.00	
DEPARTMENT TOTALS:				.00	981,109.97	278,756.88	702,353.09	434,449.67	267,903.42	.00	
PERCENT EXPENDED:				28.4	PERCENT EXPENDED AND ENCUMBERED:						72.7

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
960 Miscellaneous Accounts (Cont)										
966 Cincinnati Music Hall										
2021	102	966	7400	.00	25,000.00	25,000.00	.00	.00	.00	.00
DIVISION TOTALS:				.00	25,000.00	25,000.00	.00	.00	.00	.00
DEPARTMENT TOTALS:				.00	25,000.00	25,000.00	.00	.00	.00	.00
PERCENT EXPENDED: 100.0				PERCENT EXPENDED AND ENCUMBERED: 100.0						
103 Convention-Exposition Center FUND										
240 Dept. Of Enterprise Services										
243 Duke Energy Center										
2021	103	243	7200	.00	282,026.22	.00	282,026.22	.00	282,026.22	.00
DIVISION TOTALS:				.00	282,026.22	.00	282,026.22	.00	282,026.22	.00
DEPARTMENT TOTALS:				.00	282,026.22	.00	282,026.22	.00	282,026.22	.00
PERCENT EXPENDED: .0				PERCENT EXPENDED AND ENCUMBERED: .0						
104 General Aviation FUND										
230 Dept Of Transportation & Engin										
234 Div Of Aviation										
2021	104	234	7200	.00	110,724.01	70,517.77	40,206.24	40,206.24	.00	.00
2021	104	234	7300	.00	8,013.21	340.84	7,672.37	3,689.87	3,982.50	.00
2021	104	234	7400	.00	1,222.75	325.51	897.24	786.23	111.01	.00
DIVISION TOTALS:				.00	119,959.97	71,184.12	48,775.85	44,682.34	4,093.51	.00
DEPARTMENT TOTALS:				.00	119,959.97	71,184.12	48,775.85	44,682.34	4,093.51	.00
PERCENT EXPENDED: 59.3				PERCENT EXPENDED AND ENCUMBERED: 96.6						
105 Municipal Golf FUND										
190 Dept Of Public Recreation										
195 Recreation Golf										
2021	105	195	7200	.00	37,013.61	9,020.73	27,992.88	16,985.50	11,007.38	.00
2021	105	195	7400	.00	6,137.98	2,709.33	3,428.65	3,428.65	.00	.00
DIVISION TOTALS:				.00	43,151.59	11,730.06	31,421.53	20,414.15	11,007.38	.00
DEPARTMENT TOTALS:				.00	43,151.59	11,730.06	31,421.53	20,414.15	11,007.38	.00
PERCENT EXPENDED: 27.2				PERCENT EXPENDED AND ENCUMBERED: 74.5						
107 Stormwater Management FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2021	107	202	7200	.00	7,000.00	7,000.00	.00	.00	.00	.00
DIVISION TOTALS:				.00	7,000.00	7,000.00	.00	.00	.00	.00
DEPARTMENT TOTALS:				.00	7,000.00	7,000.00	.00	.00	.00	.00
PERCENT EXPENDED: 100.0				PERCENT EXPENDED AND ENCUMBERED: 100.0						

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
210 Dept Of Bldgs & Inspections											
212 Bldg & Inspections, Licenses & Permits											
2021	107	212	7100	.00	710.80	710.80	.00	.00	.00	.00	
2021	107	212	7200	.00	268,764.87	118,006.91	150,757.96	150,757.96	.00	.00	
2021	107	212	7300	.00	1,785.52	.00	1,785.52	1,785.52	.00	.00	
DIVISION TOTALS:				.00	271,261.19	118,717.71	152,543.48	152,543.48	.00	.00	
DEPARTMENT TOTALS:				.00	271,261.19	118,717.71	152,543.48	152,543.48	.00	.00	
PERCENT EXPENDED:				43.8	PERCENT EXPENDED AND ENCUMBERED:						100.0
250 Dept Of Public Services											
253 Div Of Neighborhood Operations											
2021	107	253	7200	.00	418,366.49	179,134.26	239,232.23	223,306.40	15,925.83	.00	
2021	107	253	7300	.00	57,150.47	28,771.50	28,378.97	16,102.07	12,276.90	.00	
2021	107	253	7400	.00	.01	.00	.01	.00	.01	.00	
DIVISION TOTALS:				.00	475,516.97	207,905.76	267,611.21	239,408.47	28,202.74	.00	
DEPARTMENT TOTALS:				.00	475,516.97	207,905.76	267,611.21	239,408.47	28,202.74	.00	
PERCENT EXPENDED:				43.7	PERCENT EXPENDED AND ENCUMBERED:						94.1
310 Open											
311 Stormwater Management Utility											
2021	107	311	7200	.00	1,734,768.84	1,161,272.67	573,496.17	541,256.03	32,240.14	.00	
2021	107	311	7300	.00	40,137.16	24,979.09	15,158.07	11,970.37	3,187.70	.00	
2021	107	311	7400	.00	32,210.03	5,811.13	26,398.90	25,268.15	1,130.75	.00	
2021	107	311	7600	.00	170,319.06	46,524.96	123,794.10	123,794.10	.00	.00	
DIVISION TOTALS:				.00	1,977,435.09	1,238,587.85	738,847.24	702,288.65	36,558.59	.00	
DEPARTMENT TOTALS:				.00	1,977,435.09	1,238,587.85	738,847.24	702,288.65	36,558.59	.00	
PERCENT EXPENDED:				62.6	PERCENT EXPENDED AND ENCUMBERED:						98.2
151 Bond Retirement - City FUND											
130 Department Of Finance											
134 Finance, Treasury											
2021	151	134	7200	.00	82,888.90	29,973.93	52,914.97	12,500.00	40,414.97	.00	
2021	151	134	7300	.00	1,724.64	.00	1,724.64	1,724.64	.00	.00	
DIVISION TOTALS:				.00	84,613.54	29,973.93	54,639.61	14,224.64	40,414.97	.00	
DEPARTMENT TOTALS:				.00	84,613.54	29,973.93	54,639.61	14,224.64	40,414.97	.00	
PERCENT EXPENDED:				35.4	PERCENT EXPENDED AND ENCUMBERED:						52.2
301 Street Const Maintenance & Rep FUND											
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2021	301	202	7200	.00	10,000.00	10,000.00	.00	.00	.00	.00	
2021	301	202	7300	.00	13,853.57	12,432.27	1,421.30	1,421.30	.00	.00	
DIVISION TOTALS:				.00	23,853.57	22,432.27	1,421.30	1,421.30	.00	.00	
DEPARTMENT TOTALS:				.00	23,853.57	22,432.27	1,421.30	1,421.30	.00	.00	
PERCENT EXPENDED:				94.0	PERCENT EXPENDED AND ENCUMBERED:						100.0

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FY FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT		
230 Dept Of Transportation & Engin											
238 Division of Traffic Services											
2021	301	238	7200	.00	39,927.99	2,291.35	37,636.64	37,636.64	.00	.00	
2021	301	238	7300	.00	46,202.12	24,862.10	21,340.02	21,214.97	125.05	.00	
2021	301	238	7400	.00	443.20	296.29	146.91	.00	146.91	.00	
DIVISION TOTALS:				.00	86,573.31	27,449.74	59,123.57	58,851.61	271.96	.00	
239 Division Of Traffic Engineer											
2021	301	239	7200	.00	232,347.87	28,390.35	203,957.52	.00	203,957.52	.00	
DIVISION TOTALS:				.00	232,347.87	28,390.35	203,957.52	.00	203,957.52	.00	
DEPARTMENT TOTALS:				.00	318,921.18	55,840.09	263,081.09	58,851.61	204,229.48	.00	
PERCENT EXPENDED:			17.5	PERCENT EXPENDED AND ENCUMBERED:						36.0	
250 Dept Of Public Services											
252 Traffic And Road Operations											
2021	301	252	7200	.00	630,089.63	66,995.00	563,094.63	521,890.48	41,204.15	.00	
2021	301	252	7300	.00	538,698.34	56,630.79	482,067.55	440,362.98	41,704.57	.00	
2021	301	252	7400	.00	2,998.35	1,583.88	1,414.47	1,336.47	78.00	.00	
2021	301	252	7600	.00	100,000.00	18,645.00	81,355.00	81,355.00	.00	.00	
DIVISION TOTALS:				.00	1,271,786.32	143,854.67	1,127,931.65	1,044,944.93	82,986.72	.00	
253 Div Of Neighborhood Operations											
2021	301	253	7200	.00	125,492.82	52,502.48	72,990.34	72,232.27	758.07	.00	
2021	301	253	7300	.00	20,044.31	18,168.86	1,875.45	1,739.01	136.44	.00	
2021	301	253	7400	.00	307.41	14.26	293.15	.00	293.15	.00	
DIVISION TOTALS:				.00	145,844.54	70,685.60	75,158.94	73,971.28	1,187.66	.00	
DEPARTMENT TOTALS:				.00	1,417,630.86	214,540.27	1,203,090.59	1,118,916.21	84,174.38	.00	
PERCENT EXPENDED:			15.1	PERCENT EXPENDED AND ENCUMBERED:						94.1	
302 Income Tax Infrastructure FUND											
100 Office Of The City Manager											
102 Office Of Budget & Evaluation											
2021	302	102	7400	.00	153.04	25.39	127.65	127.65	.00	.00	
DIVISION TOTALS:				.00	153.04	25.39	127.65	127.65	.00	.00	
DEPARTMENT TOTALS:				.00	153.04	25.39	127.65	127.65	.00	.00	
PERCENT EXPENDED:			16.6	PERCENT EXPENDED AND ENCUMBERED:						100.0	
190 Dept Of Public Recreation											
194 Recreation Maintenance											
2021	302	194	7200	.00	4,112.66	.00	4,112.66	.00	4,112.66	.00	
2021	302	194	7300	.00	7,922.20	2,974.20	4,948.00	.00	4,948.00	.00	
DIVISION TOTALS:				.00	12,034.86	2,974.20	9,060.66	.00	9,060.66	.00	
DEPARTMENT TOTALS:				.00	12,034.86	2,974.20	9,060.66	.00	9,060.66	.00	
PERCENT EXPENDED:			24.7	PERCENT EXPENDED AND ENCUMBERED:						24.7	
230 Dept Of Transportation & Engin											
232 Div Of Transportation Planning											
2021	302	232	7200	.00	18,029.70	4,563.94	13,465.76	13,465.76	.00	.00	
2021	302	232	7300	.00	373.02	.00	373.02	.00	373.02	.00	
DIVISION TOTALS:				.00	18,402.72	4,563.94	13,838.78	13,465.76	373.02	.00	

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233 Division Of Engineering											
2021	302	233	7200	.00	644.19	643.99	.20	.00	.20	.00	
2021	302	233	7300	.00	2,200.58	358.04	1,842.54	84.44	1,758.10	.00	
2021	302	233	7400	.00	11,200.00	11,200.00	.00	.00	.00	.00	
DIVISION TOTALS:				.00	14,044.77	12,202.03	1,842.74	84.44	1,758.30	.00	
238 Division of Traffic Services											
2021	302	238	7200	.00	9,877.49	.00	9,877.49	9,877.49	.00	.00	
2021	302	238	7300	.00	68,170.47	46,593.13	21,577.34	21,577.34	.00	.00	
2021	302	238	7400	.00	11,251.11	10,275.62	975.49	975.49	.00	.00	
DIVISION TOTALS:				.00	89,299.07	56,868.75	32,430.32	32,430.32	.00	.00	
239 Division Of Traffic Engineer											
2021	302	239	7300	.00	690.01	240.00	450.01	.00	450.01	.00	
2021	302	239	7400	.00	1,250.74	188.82	1,061.92	.00	1,061.92	.00	
DIVISION TOTALS:				.00	1,940.75	428.82	1,511.93	.00	1,511.93	.00	
DEPARTMENT TOTALS:				.00	123,687.31	74,063.54	49,623.77	45,980.52	3,643.25	.00	
PERCENT EXPENDED:				59.9	PERCENT EXPENDED AND ENCUMBERED:						97.1
250 Dept Of Public Services											
251 Office Of The Director											
2021	302	251	7200	.00	18,270.74	.00	18,270.74	18,270.74	.00	.00	
2021	302	251	7300	.00	1,101.76	156.50	945.26	945.26	.00	.00	
2021	302	251	7400	.00	992.01	198.03	793.98	.00	793.98	.00	
DIVISION TOTALS:				.00	20,364.51	354.53	20,009.98	19,216.00	793.98	.00	
252 Traffic And Road Operations											
2021	302	252	7200	.00	83,000.00	.00	83,000.00	83,000.00	.00	.00	
2021	302	252	7300	.00	471.86	134.10	337.76	337.76	.00	.00	
DIVISION TOTALS:				.00	83,471.86	134.10	83,337.76	83,337.76	.00	.00	
255 Div Of City Facility Mgmt											
2021	302	255	7200	.00	143,407.86	121,249.42	22,158.44	19,977.88	2,180.56	.00	
2021	302	255	7300	.00	23,544.04	18,152.58	5,391.46	4,863.43	528.03	.00	
2021	302	255	7400	.00	1,599.87	507.86	1,092.01	895.57	196.44	.00	
DIVISION TOTALS:				.00	168,551.77	139,909.86	28,641.91	25,736.88	2,905.03	.00	
DEPARTMENT TOTALS:				.00	272,388.14	140,398.49	131,989.65	128,290.64	3,699.01	.00	
PERCENT EXPENDED:				51.5	PERCENT EXPENDED AND ENCUMBERED:						98.6
303 Parking Meter FUND											
130 Department Of Finance											
134 Finance, Treasury											
2021	303	134	7200	.00	5,000.00	.00	5,000.00	5,000.00	.00	.00	
DIVISION TOTALS:				.00	5,000.00	.00	5,000.00	5,000.00	.00	.00	
DEPARTMENT TOTALS:				.00	5,000.00	.00	5,000.00	5,000.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						100.0

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240 Dept. Of Enterprise Services											
248 Div Of Parking Facilities											
2021	303	248	7200	.00	563,336.12	50,407.55	512,928.57	512,928.57	.00	.00	
2021	303	248	7300	.00	27,151.03	2,980.53	24,170.50	24,170.50	.00	.00	
2021	303	248	7400	.00	153.29	30.73	122.56	122.56	.00	.00	
DIVISION TOTALS:				.00	590,640.44	53,418.81	537,221.63	537,221.63	.00	.00	
DEPARTMENT TOTALS:				.00	590,640.44	53,418.81	537,221.63	537,221.63	.00	.00	
PERCENT EXPENDED:			9.0	PERCENT EXPENDED AND ENCUMBERED:						100.0	
306 Municipal Motor Vehicle Lic Tx FUND											
230 Dept Of Transportation & Engin											
238 Division of Traffic Services											
2021	306	238	7300	.00	4,795.00	.00	4,795.00	4,795.00	.00	.00	
DIVISION TOTALS:				.00	4,795.00	.00	4,795.00	4,795.00	.00	.00	
DEPARTMENT TOTALS:				.00	4,795.00	.00	4,795.00	4,795.00	.00	.00	
PERCENT EXPENDED:			.0	PERCENT EXPENDED AND ENCUMBERED:						100.0	
250 Dept Of Public Services											
252 Traffic And Road Operations											
2021	306	252	7200	.00	229,179.16	1,075.93	228,103.23	227,845.43	257.80	.00	
2021	306	252	7300	.00	85,339.89	81,969.01	3,370.88	3,302.70	68.18	.00	
2021	306	252	7400	.00	1,557.41	522.57	1,034.84	1,034.84	.00	.00	
DIVISION TOTALS:				.00	316,076.46	83,567.51	232,508.95	232,182.97	325.98	.00	
DEPARTMENT TOTALS:				.00	316,076.46	83,567.51	232,508.95	232,182.97	325.98	.00	
PERCENT EXPENDED:			26.4	PERCENT EXPENDED AND ENCUMBERED:						99.9	
318 Sawyer Point FUND											
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2021	318	202	7200	.00	54,172.80	13,790.50	40,382.30	26,721.90	13,660.40	.00	
2021	318	202	7300	.00	29,154.29	12,128.79	17,025.50	16,391.05	634.45	.00	
2021	318	202	7400	.00	175.66	175.66	.00	.00	.00	.00	
DIVISION TOTALS:				.00	83,502.75	26,094.95	57,407.80	43,112.95	14,294.85	.00	
DEPARTMENT TOTALS:				.00	83,502.75	26,094.95	57,407.80	43,112.95	14,294.85	.00	
PERCENT EXPENDED:			31.3	PERCENT EXPENDED AND ENCUMBERED:						82.9	
323 Recreation Special Activities FUND											
190 Dept Of Public Recreation											
191 Recreation West Region											
2021	323	191	7200	.00	8,530.70	1,231.00	7,299.70	6,100.87	1,198.83	.00	
2021	323	191	7300	.00	3,920.63	2,898.04	1,022.59	1,000.49	22.10	.00	
DIVISION TOTALS:				.00	12,451.33	4,129.04	8,322.29	7,101.36	1,220.93	.00	
192 Recreation East Region											
2021	323	192	7200	.00	17,425.09	845.00	16,580.09	15,381.26	1,198.83	.00	
2021	323	192	7300	.00	4,950.16	4,898.76	51.40	.00	51.40	.00	
DIVISION TOTALS:				.00	22,375.25	5,743.76	16,631.49	15,381.26	1,250.23	.00	

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193 Recreation Central Region										
2021	323	193	7200	.00	7,412.71	113.00	7,299.71	6,100.87	1,198.84	.00
2021	323	193	7300	.00	4,081.44	3,594.61	486.83	280.14	206.69	.00
DIVISION TOTALS:				.00	11,494.15	3,707.61	7,786.54	6,381.01	1,405.53	.00
197 Recreation Athletics										
2021	323	197	7200	.00	66,042.71	8,164.76	57,877.95	54,162.35	3,715.60	.00
2021	323	197	7300	.00	13,543.84	13,491.74	52.10	.00	52.10	.00
2021	323	197	7400	.00	3,884.95	2,860.00	1,024.95	.00	1,024.95	.00
DIVISION TOTALS:				.00	83,471.50	24,516.50	58,955.00	54,162.35	4,792.65	.00
DEPARTMENT TOTALS:				.00	129,792.23	38,096.91	91,695.32	83,025.98	8,669.34	.00
PERCENT EXPENDED: 29.4				PERCENT EXPENDED AND ENCUMBERED: 93.3						
329 Cincinnati Riverfront Park FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2021	329	202	7200	.00	8,999.32	4,029.50	4,969.82	4,969.82	.00	.00
2021	329	202	7300	.00	30,856.20	21,293.98	9,562.22	9,464.30	97.92	.00
DIVISION TOTALS:				.00	39,855.52	25,323.48	14,532.04	14,434.12	97.92	.00
203 Parks, Adm & Program Services										
2021	329	203	7200	.00	6,250.00	1,570.00	4,680.00	4,680.00	.00	.00
DIVISION TOTALS:				.00	6,250.00	1,570.00	4,680.00	4,680.00	.00	.00
DEPARTMENT TOTALS:				.00	46,105.52	26,893.48	19,212.04	19,114.12	97.92	.00
PERCENT EXPENDED: 58.3				PERCENT EXPENDED AND ENCUMBERED: 99.8						
347 Hazard Abatement Fund FUND										
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2021	347	212	7200	.00	86,382.24	10,472.99	75,909.25	75,909.25	.00	.00
2021	347	212	7300	.00	9,970.50	200.00	9,770.50	9,770.50	.00	.00
DIVISION TOTALS:				.00	96,352.74	10,672.99	85,679.75	85,679.75	.00	.00
DEPARTMENT TOTALS:				.00	96,352.74	10,672.99	85,679.75	85,679.75	.00	.00
PERCENT EXPENDED: 11.1				PERCENT EXPENDED AND ENCUMBERED: 100.0						
364 911 Cell Phone Fees FUND										
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2021	364	091	7200	.00	598.00	598.00	.00	.00	.00	.00
2021	364	091	7400	.00	166.05	166.05	.00	.00	.00	.00
DIVISION TOTALS:				.00	764.05	764.05	.00	.00	.00	.00
DEPARTMENT TOTALS:				.00	764.05	764.05	.00	.00	.00	.00
PERCENT EXPENDED: 100.0				PERCENT EXPENDED AND ENCUMBERED: 100.0						

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100 Office Of The City Manager											
103 Emergency Communications											
2021	364	103	7200	.00	23,400.00	16,372.68	7,027.32	7,027.32	.00	.00	
2021	364	103	7300	.00	433,613.40	89,519.21	344,094.19	344,094.19	.00	.00	
2021	364	103	7400	.00	51,750.00	1,785.60	49,964.40	49,964.40	.00	.00	
DIVISION TOTALS:				.00	508,763.40	107,677.49	401,085.91	401,085.91	.00	.00	
DEPARTMENT TOTALS:				.00	508,763.40	107,677.49	401,085.91	401,085.91	.00	.00	
PERCENT EXPENDED:				21.2	PERCENT EXPENDED AND ENCUMBERED:						100.0
377 Citizen Safety FUND											
250 Dept Of Public Services											
253 Div Of Neighborhood Operations											
2021	377	253	7200	.00	31,266.08	13,092.26	18,173.82	18,173.82	.00	.00	
DIVISION TOTALS:				.00	31,266.08	13,092.26	18,173.82	18,173.82	.00	.00	
DEPARTMENT TOTALS:				.00	31,266.08	13,092.26	18,173.82	18,173.82	.00	.00	
PERCENT EXPENDED:				41.9	PERCENT EXPENDED AND ENCUMBERED:						100.0
395 Community Health Center FUND											
260 Department Of Public Health											
264 Primary Health Care - S.P.											
2021	395	264	7200	.00	210.00	107.50	102.50	102.50	.00	.00	
2021	395	264	7300	.00	74.70	.00	74.70	74.70	.00	.00	
DIVISION TOTALS:				.00	284.70	107.50	177.20	177.20	.00	.00	
265 Primary Health Care - H.C.											
2021	395	265	7200	.00	767,538.22	258,762.81	508,775.41	508,775.41	.00	.00	
2021	395	265	7300	.00	208,653.57	46,855.45	161,798.12	161,798.12	.00	.00	
2021	395	265	7400	.00	289,668.85	67,124.51	222,544.34	222,544.34	.00	.00	
DIVISION TOTALS:				.00	1,265,860.64	372,742.77	893,117.87	893,117.87	.00	.00	
266 School & Adolescent Health											
2021	395	266	7200	.00	177,903.00	35,981.71	141,921.29	141,921.29	.00	.00	
2021	395	266	7300	.00	32,754.52	7,355.02	25,399.50	25,399.50	.00	.00	
2021	395	266	7400	.00	59,015.90	13,543.19	45,472.71	45,472.71	.00	.00	
DIVISION TOTALS:				.00	269,673.42	56,879.92	212,793.50	212,793.50	.00	.00	
DEPARTMENT TOTALS:				.00	1,535,818.76	429,730.19	1,106,088.57	1,106,088.57	.00	.00	
PERCENT EXPENDED:				28.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
416 Cincinnati Health District FUND											
260 Department Of Public Health											
261 Health, Office Of The Commissioner											
2021	416	261	7200	.00	2,759.13	.00	2,759.13	2,759.13	.00	.00	
2021	416	261	7300	.00	780.03	9.45	770.58	770.58	.00	.00	
2021	416	261	7400	.00	3,734.49	1,704.67	2,029.82	2,029.82	.00	.00	
DIVISION TOTALS:				.00	7,273.65	1,714.12	5,559.53	5,559.53	.00	.00	

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262 Health, Technical Resources										
2021	416	262	7200	.00	44,729.54	3,104.38	41,625.16	-8,203.08	49,828.24	.00
2021	416	262	7300	.00	46,273.60	36,939.84	9,333.76	9,333.76	.00	.00
2021	416	262	7400	.00	393.58	53.76	339.82	339.82	.00	.00
DIVISION TOTALS:				.00	91,396.72	40,097.98	51,298.74	1,470.50	49,828.24	.00
263 Div Of Community Health										
2021	416	263	7200	.00	9,564.41	1,183.91	8,380.50	8,380.50	.00	.00
2021	416	263	7300	.00	2,918.42	.00	2,918.42	2,918.42	.00	.00
2021	416	263	7400	.00	125.49	125.49	.00	.00	.00	.00
DIVISION TOTALS:				.00	12,608.32	1,309.40	11,298.92	11,298.92	.00	.00
264 Primary Health Care - S.P.										
2021	416	264	7200	.00	5,796.82	4,882.52	914.30	914.30	.00	.00
2021	416	264	7300	.00	29,400.00	27,298.30	2,101.70	2,101.70	.00	.00
DIVISION TOTALS:				.00	35,196.82	32,180.82	3,016.00	3,016.00	.00	.00
265 Primary Health Care - H.C.										
2021	416	265	7200	.00	420.94	.00	420.94	420.94	.00	.00
2021	416	265	7300	.00	756.60	756.60	.00	.00	.00	.00
DIVISION TOTALS:				.00	1,177.54	756.60	420.94	420.94	.00	.00
266 School & Adolescent Health										
2021	416	266	7200	.00	1,775.39	1,032.00	743.39	743.39	.00	.00
DIVISION TOTALS:				.00	1,775.39	1,032.00	743.39	743.39	.00	.00
DEPARTMENT TOTALS:				.00	149,428.44	77,090.92	72,337.52	22,509.28	49,828.24	.00
PERCENT EXPENDED: 51.6				PERCENT EXPENDED AND ENCUMBERED: 66.7						
449 Cinti Area Geographic Info Sys FUND										
090 Enterprise Technology Solution										
092 ETS-CAGIS										
2021	449	092	7300	.00	25,571.80	22,071.80	3,500.00	3,500.00	.00	.00
2021	449	092	7400	.00	85,300.18	35,617.63	49,682.55	48,946.93	735.62	.00
DIVISION TOTALS:				.00	110,871.98	57,689.43	53,182.55	52,446.93	735.62	.00
DEPARTMENT TOTALS:				.00	110,871.98	57,689.43	53,182.55	52,446.93	735.62	.00
PERCENT EXPENDED: 52.0				PERCENT EXPENDED AND ENCUMBERED: 99.3						
455 Streetcar Operations FUND										
230 Dept Of Transportation & Engin										
236 Division of Streetcar Operations										
2021	455	236	7200	.00	766,356.13	593,082.16	173,273.97	173,255.97	18.00	.00
2021	455	236	7400	.00	401.05	244.97	156.08	.00	156.08	.00
DIVISION TOTALS:				.00	766,757.18	593,327.13	173,430.05	173,255.97	174.08	.00
DEPARTMENT TOTALS:				.00	766,757.18	593,327.13	173,430.05	173,255.97	174.08	.00
PERCENT EXPENDED: 77.4				PERCENT EXPENDED AND ENCUMBERED: 100.0						

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457 CLEAR FUND										
090 Enterprise Technology Solution										
093 ETS-CLEAR										
2021	457	093	7200	.00	214,735.46	40,684.56	174,050.90	174,050.90	.00	.00
2021	457	093	7300	.00	2,880.03	.00	2,880.03	2,880.03	.00	.00
2021	457	093	7400	.00	11,073.97	6,923.97	4,150.00	4,150.00	.00	.00
DIVISION TOTALS:				.00	228,689.46	47,608.53	181,080.93	181,080.93	.00	.00
DEPARTMENT TOTALS:				.00	228,689.46	47,608.53	181,080.93	181,080.93	.00	.00
PERCENT EXPENDED: 20.8				PERCENT EXPENDED AND ENCUMBERED: 100.0						
701 Metropolitan Sewer District FUND										
410 Dept. of Sewers Director's Off										
410 Dept. of Sewers Director's Office										
2021	701	410	7100	.00	1,762,738.00	625,288.45	1,137,449.55	.00	1,137,449.55	.00
2021	701	410	7200	.00	707,610.00	159,348.74	548,261.26	424,303.24	123,958.02	.00
2021	701	410	7300	.00	20,936.00	4,908.33	16,027.67	11,720.27	4,307.40	.00
2021	701	410	7400	.00	431,180.00	71,438.00	359,742.00	.00	359,742.00	.00
2021	701	410	7500	.00	675,835.00	212,791.48	463,043.52	.00	463,043.52	.00
DIVISION TOTALS:				.00	3,598,299.00	1,073,775.00	2,524,524.00	436,023.51	2,088,500.49	.00
DEPARTMENT TOTALS:				.00	3,598,299.00	1,073,775.00	2,524,524.00	436,023.51	2,088,500.49	.00
PERCENT EXPENDED: 29.8				PERCENT EXPENDED AND ENCUMBERED: 42.0						
420 MSD Div Of Wastewater Engineer										
420 MSD Div Of Wastewater Engineering										
2021	701	420	7100	.00	5,985,643.00	1,102,150.68	4,883,492.32	.00	4,883,492.32	.00
2021	701	420	7200	.00	582,547.00	103,738.94	478,808.06	78,425.76	400,382.30	.00
2021	701	420	7300	.00	69,732.00	13,928.71	55,803.29	18,440.09	37,363.20	.00
2021	701	420	7400	.00	227,325.00	6,865.58	220,459.42	34,037.56	186,421.86	.00
2021	701	420	7500	.00	2,014,894.00	395,552.82	1,619,341.18	.00	1,619,341.18	.00
DIVISION TOTALS:				.00	8,880,141.00	1,622,236.73	7,257,904.27	130,903.41	7,127,000.86	.00
DEPARTMENT TOTALS:				.00	8,880,141.00	1,622,236.73	7,257,904.27	130,903.41	7,127,000.86	.00
PERCENT EXPENDED: 18.3				PERCENT EXPENDED AND ENCUMBERED: 19.7						
430 MSD Div Of Wastewater Admin										
430 MSD Div Of Wastewater Admin										
2021	701	430	7100	.00	3,464,896.00	1,106,920.62	2,357,975.38	.00	2,357,975.38	.00
2021	701	430	7200	.00	6,955,707.00	2,327,019.05	4,628,687.95	1,129,478.31	3,499,209.64	.00
2021	701	430	7300	.00	30,940.00	3,781.67	27,158.33	3,430.85	23,727.48	.00
2021	701	430	7400	.00	68,270.00	6,497.10	61,772.90	7,137.88	54,635.02	.00
2021	701	430	7500	.00	1,249,481.00	363,764.94	885,716.06	.00	885,716.06	.00
DIVISION TOTALS:				.00	11,769,294.00	3,807,983.38	7,961,310.62	1,140,047.04	6,821,263.58	.00

701 431
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
431 MSD Division of Information Technology										
2021	701	431	7100	.00	1,724,110.00	733,065.90	991,044.10	.00	991,044.10	.00
2021	701	431	7200	.00	1,726,567.00	1,020,261.66	706,305.34	49,087.73	657,217.61	.00
2021	701	431	7300	.00	148,000.00	23,880.43	124,119.57	1,053.95	123,065.62	.00
2021	701	431	7400	.00	2,297,423.00	678,279.63	1,619,143.37	48,141.36	1,571,002.01	.00
2021	701	431	7500	.00	648,555.00	246,651.45	401,903.55	.00	401,903.55	.00
DIVISION TOTALS:				.00	6,544,655.00	2,702,139.07	3,842,515.93	98,283.04	3,744,232.89	.00
DEPARTMENT TOTALS:				.00	18,313,949.00	6,510,122.45	11,803,826.55	1,238,330.08	10,565,496.47	.00
PERCENT EXPENDED:				35.5	PERCENT EXPENDED AND ENCUMBERED: 42.3					
440 MSD Div Of Wastewater Treatment										
441 MSD Office Of Superintendent										
2021	701	441	7100	.00	1,629,245.00	506,418.85	1,122,826.15	.00	1,122,826.15	.00
2021	701	441	7200	.00	85,320.00	6,855.80	78,464.20	813.20	77,651.00	.00
2021	701	441	7300	.00	21,065.00	3,370.13	17,694.87	4,519.55	13,175.32	.00
2021	701	441	7400	.00	940.00	.00	940.00	.00	940.00	.00
2021	701	441	7500	.00	686,866.00	194,473.70	492,392.30	.00	492,392.30	.00
DIVISION TOTALS:				.00	2,423,436.00	711,118.48	1,712,317.52	5,332.75	1,706,984.77	.00
442 MSD Millcreek Section										
2021	701	442	7100	.00	4,540,043.00	1,523,677.94	3,016,365.06	.00	3,016,365.06	.00
2021	701	442	7200	.00	8,553,952.00	2,369,321.23	6,184,630.77	2,829,623.48	3,355,007.29	600,000.00
2021	701	442	7300	.00	5,203,041.00	1,956,562.92	3,246,478.08	1,145,906.85	2,100,571.23	225,000.00
2021	701	442	7400	.00	133,161.00	4,444.73	128,716.27	23,014.56	105,701.71	.00
2021	701	442	7500	.00	1,690,497.00	569,152.17	1,121,344.83	.00	1,121,344.83	.00
DIVISION TOTALS:				.00	20,120,694.00	6,423,158.99	13,697,535.01	3,998,544.89	9,698,990.12	825,000.00
443 MSD Little Miami Section										
2021	701	443	7100	.00	1,718,198.00	606,245.21	1,111,952.79	.00	1,111,952.79	.00
2021	701	443	7200	.00	4,340,779.00	1,171,276.13	3,169,502.87	1,195,444.31	1,974,058.56	.00
2021	701	443	7300	.00	891,426.00	315,203.77	576,222.23	246,608.79	329,613.44	.00
2021	701	443	7400	.00	109,105.00	86.90	109,018.10	627.80	108,390.30	.00
2021	701	443	7500	.00	654,633.00	251,227.11	403,405.89	.00	403,405.89	.00
DIVISION TOTALS:				.00	7,714,141.00	2,344,039.12	5,370,101.88	1,442,680.90	3,927,420.98	.00
444 MSD Muddy Creek Section										
2021	701	444	7100	.00	1,222,610.00	347,573.21	875,036.79	.00	875,036.79	.00
2021	701	444	7200	.00	1,576,516.00	488,586.04	1,087,929.96	420,657.27	667,272.69	.00
2021	701	444	7300	.00	609,769.00	233,133.74	376,635.26	184,512.65	192,122.61	.00
2021	701	444	7400	.00	31,230.00	1,107.68	30,122.32	210.33	29,911.99	.00
2021	701	444	7500	.00	520,896.00	156,183.94	364,712.06	.00	364,712.06	.00
DIVISION TOTALS:				.00	3,961,021.00	1,226,584.61	2,734,436.39	605,380.25	2,129,056.14	.00
445 MSD Sycamore Section										
2021	701	445	7100	.00	1,000,869.00	297,048.01	703,820.99	.00	703,820.99	.00
2021	701	445	7200	.00	1,003,403.00	303,762.86	699,640.14	291,629.60	408,010.54	.00
2021	701	445	7300	.00	382,856.00	59,559.19	323,296.81	113,206.00	210,090.81	.00
2021	701	445	7400	.00	20,060.00	1,720.35	18,339.65	212.91	18,126.74	.00
2021	701	445	7500	.00	497,698.00	130,949.21	366,748.79	.00	366,748.79	.00
DIVISION TOTALS:				.00	2,904,886.00	793,039.62	2,111,846.38	405,048.51	1,706,797.87	.00

701 446
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446 MSD Taylor Creek Section											
2021	701	446	7100	.00	804,268.00	265,362.63	538,905.37	.00	538,905.37	.00	
2021	701	446	7200	.00	924,889.00	349,146.58	575,742.42	186,694.32	389,048.10	.00	
2021	701	446	7300	.00	274,648.00	89,582.30	185,065.70	33,304.54	151,761.16	.00	
2021	701	446	7400	.00	15,600.00	2,081.81	13,518.19	1,582.08	11,936.11	.00	
2021	701	446	7500	.00	243,594.00	99,835.26	143,758.74	.00	143,758.74	.00	
DIVISION TOTALS:				.00	2,262,999.00	806,008.58	1,456,990.42	221,580.94	1,235,409.48	.00	
447 MSD Polk Run Section											
2021	701	447	7100	.00	597,746.00	177,008.55	420,737.45	.00	420,737.45	.00	
2021	701	447	7200	.00	673,710.00	266,827.02	406,882.98	81,383.21	325,499.77	.00	
2021	701	447	7300	.00	170,833.00	50,095.54	120,737.46	31,663.13	89,074.33	.00	
2021	701	447	7400	.00	9,185.00	792.81	8,392.19	129.77	8,262.42	.00	
2021	701	447	7500	.00	254,381.00	73,249.60	181,131.40	.00	181,131.40	.00	
DIVISION TOTALS:				.00	1,705,855.00	567,973.52	1,137,881.48	113,176.11	1,024,705.37	.00	
449 MSD Maintenance Section											
2021	701	449	7100	.00	4,379,058.00	1,447,790.59	2,931,267.41	.00	2,931,267.41	.00	
2021	701	449	7200	.00	826,853.00	167,303.81	659,549.19	50,888.86	608,660.33	.00	
2021	701	449	7300	.00	415,458.00	118,699.04	296,758.96	72,272.14	224,486.82	.00	
2021	701	449	7400	.00	1,353,300.00	1,032,894.32	320,405.68	187,719.96	132,685.72	.00	
2021	701	449	7500	.00	1,733,850.00	582,386.45	1,151,463.55	.00	1,151,463.55	.00	
DIVISION TOTALS:				.00	8,708,519.00	3,349,074.21	5,359,444.79	310,880.96	5,048,563.83	.00	
DEPARTMENT TOTALS:				.00	49,801,551.00	16,220,997.13	33,580,553.87	7,102,625.31	26,477,928.56	825,000.00	
PERCENT EXPENDED:				32.6	PERCENT EXPENDED AND ENCUMBERED:						46.8
450 MSD Div Of Wastewater Collecti											
450 MSD Div Of Wastewater Collection											
2021	701	450	7100	.00	8,498,688.00	2,803,670.81	5,695,017.19	.00	5,695,017.19	.00	
2021	701	450	7200	.00	6,837,475.00	1,458,703.35	5,378,771.65	1,753,519.07	3,625,252.58	.00	
2021	701	450	7300	.00	3,449,092.00	955,303.02	2,493,788.98	839,457.53	1,654,331.45	8,928.97	
2021	701	450	7400	.00	128,297.00	9,022.53	119,274.47	8,276.70	110,997.77	.00	
2021	701	450	7500	.00	3,982,476.00	1,127,978.46	2,854,497.54	.00	2,854,497.54	.00	
DIVISION TOTALS:				.00	22,896,028.00	6,354,678.17	16,541,349.83	2,601,253.30	13,940,096.53	8,928.97	
DEPARTMENT TOTALS:				.00	22,896,028.00	6,354,678.17	16,541,349.83	2,601,253.30	13,940,096.53	8,928.97	
PERCENT EXPENDED:				27.8	PERCENT EXPENDED AND ENCUMBERED:						39.1
460 MSD Div Of Industrial Waste											
460 MSD Div Of Industrial Waste											
2021	701	460	7100	.00	3,980,456.00	1,266,963.62	2,713,492.38	.00	2,713,492.38	.00	
2021	701	460	7200	.00	1,745,809.00	133,552.68	1,612,256.32	531,796.18	1,080,460.14	.00	
2021	701	460	7300	.00	778,444.00	285,660.13	492,783.87	132,753.49	360,030.38	.00	
2021	701	460	7400	.00	31,464.00	5,595.50	25,868.50	2,370.62	23,497.88	.00	
2021	701	460	7500	.00	1,657,204.00	507,258.95	1,149,945.05	.00	1,149,945.05	.00	
DIVISION TOTALS:				.00	8,193,377.00	2,199,030.88	5,994,346.12	666,920.29	5,327,425.83	.00	
DEPARTMENT TOTALS:				.00	8,193,377.00	2,199,030.88	5,994,346.12	666,920.29	5,327,425.83	.00	
PERCENT EXPENDED:				26.8	PERCENT EXPENDED AND ENCUMBERED:						35.0

701 470
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470 MSD Watershed Operations										
470 MSD Watershed Operations										
2021	701	470	7100	.00	2,287,383.00	798,359.99	1,489,023.01	.00	1,489,023.01	.00
2021	701	470	7200	.00	4,876,500.00	2,035,261.18	2,841,238.82	1,289,483.37	1,551,755.45	.00
2021	701	470	7300	.00	1,147,000.00	324,888.82	822,111.18	446,238.68	375,872.50	.00
2021	701	470	7400	.00	375,000.00	39,552.02	335,447.98	23,878.68	311,569.30	.00
2021	701	470	7500	.00	960,707.00	338,210.16	622,496.84	.00	622,496.84	.00
DIVISION TOTALS:				.00	9,646,590.00	3,536,272.17	6,110,317.83	1,759,600.73	4,350,717.10	.00
DEPARTMENT TOTALS:				.00	9,646,590.00	3,536,272.17	6,110,317.83	1,759,600.73	4,350,717.10	.00
PERCENT EXPENDED: 36.7				PERCENT EXPENDED AND ENCUMBERED: 54.9						
480 MSD SBU Program										
480 MSD SBU Program										
2021	701	480	7100	.00	669,061.00	167,600.09	501,460.91	.00	501,460.91	.00
2021	701	480	7200	.00	8,945,556.00	3,608,213.16	5,337,342.84	3,425,960.54	1,911,382.30	.00
2021	701	480	7300	.00	74,753.00	.00	74,753.00	.00	74,753.00	.00
2021	701	480	7400	.00	1,973,087.00	223,569.09	1,749,517.91	18,689.82	1,730,828.09	.00
2021	701	480	7500	.00	259,913.00	67,628.58	192,284.42	.00	192,284.42	.00
DIVISION TOTALS:				.00	11,922,370.00	4,067,010.92	7,855,359.08	3,444,650.36	4,410,708.72	.00
DEPARTMENT TOTALS:				.00	11,922,370.00	4,067,010.92	7,855,359.08	3,444,650.36	4,410,708.72	.00
PERCENT EXPENDED: 34.1				PERCENT EXPENDED AND ENCUMBERED: 63.0						
490 MSD Debt Service										
490 MSD Debt Service										
2021	701	490	7700	.00	83,586,000.00	17,000,687.52	66,585,312.48	306,580.59	66,278,731.89	.00
DIVISION TOTALS:				.00	83,586,000.00	17,000,687.52	66,585,312.48	306,580.59	66,278,731.89	.00
DEPARTMENT TOTALS:				.00	83,586,000.00	17,000,687.52	66,585,312.48	306,580.59	66,278,731.89	.00
PERCENT EXPENDED: 20.3				PERCENT EXPENDED AND ENCUMBERED: 20.7						
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2021	701	944	7200	.00	2,657,210.00	2,505,040.00	152,170.00	.00	152,170.00	.00
DIVISION TOTALS:				.00	2,657,210.00	2,505,040.00	152,170.00	.00	152,170.00	.00
DEPARTMENT TOTALS:				.00	2,657,210.00	2,505,040.00	152,170.00	.00	152,170.00	.00
PERCENT EXPENDED: 94.3				PERCENT EXPENDED AND ENCUMBERED: 94.3						
980 Capital Outlay Accounts										
981 Motorized & Construction Equip										
2021	701	981	7600	.00	1,777,000.00	.00	1,777,000.00	1,362,381.71	414,618.29	291,472.50
DIVISION TOTALS:				.00	1,777,000.00	.00	1,777,000.00	1,362,381.71	414,618.29	291,472.50
982 Office & Technical Equip										
2021	701	982	7600	.00	1,555,325.00	256,604.91	1,298,720.09	615,435.54	683,284.55	.00
DIVISION TOTALS:				.00	1,555,325.00	256,604.91	1,298,720.09	615,435.54	683,284.55	.00
DEPARTMENT TOTALS:				.00	3,332,325.00	256,604.91	3,075,720.09	1,977,817.25	1,097,902.84	291,472.50
PERCENT EXPENDED: 7.7				PERCENT EXPENDED AND ENCUMBERED: 67.1						

050 011
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<u>FY FND</u>	<u>AGY</u>	<u>OBJT</u>	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
050 General FUND									
010 City Council									
011 Councilmember G. Landsman									
2022 050	011	7100	122,690.00	122,690.00	29,615.74	93,074.26	60,169.81	32,904.45	.00
2022 050	011	7200	4,940.00	4,940.00	102.00	4,838.00	2,422.68	2,415.32	.00
DIVISION TOTALS:			127,630.00	127,630.00	29,717.74	97,912.26	62,592.49	35,319.77	.00
012 Councilmember L Keating									
2022 050	012	7100	122,690.00	122,690.00	29,416.20	93,273.80	60,169.81	33,103.99	.00
2022 050	012	7200	4,940.00	4,940.00	286.55	4,653.45	2,422.68	2,230.77	.00
DIVISION TOTALS:			127,630.00	127,630.00	29,702.75	97,927.25	62,592.49	35,334.76	.00
015 Councilmember D. Mann									
2022 050	015	7100	122,690.00	122,690.00	32,229.27	90,460.73	60,169.81	30,290.92	.00
2022 050	015	7200	4,940.00	3,412.00	304.00	3,108.00	2,422.68	685.32	.00
2022 050	015	7300	.00	1,528.00	.00	1,528.00	1,527.23	.77	.00
DIVISION TOTALS:			127,630.00	127,630.00	32,533.27	95,096.73	64,119.72	30,977.01	.00
016 Councilmember C. Seelbach									
2022 050	016	7100	122,690.00	122,690.00	29,026.00	93,664.00	60,169.81	33,494.19	.00
2022 050	016	7200	4,940.00	4,940.00	204.00	4,736.00	2,422.68	2,313.32	.00
DIVISION TOTALS:			127,630.00	127,630.00	29,230.00	98,400.00	62,592.49	35,807.51	.00
017 Councilmember W. Young									
2022 050	017	7100	122,690.00	122,690.00	38,300.00	84,390.00	60,169.81	24,220.19	.00
2022 050	017	7200	4,940.00	4,940.00	286.20	4,653.80	2,422.68	2,231.12	.00
DIVISION TOTALS:			127,630.00	127,630.00	38,586.20	89,043.80	62,592.49	26,451.31	.00
019 City Council									
2022 050	019	7100	564,250.00	564,250.00	230,919.48	333,330.52	.00	333,330.52	.00
2022 050	019	7500	500,390.00	500,390.00	178,171.97	322,218.03	.00	322,218.03	.00
DIVISION TOTALS:			1,064,640.00	1,064,640.00	409,091.45	655,548.55	.00	655,548.55	.00
024 Councilmember C. Smitherman									
2022 050	024	7100	122,690.00	122,690.00	31,084.94	91,605.06	60,169.81	31,435.25	.00
2022 050	024	7200	4,940.00	4,940.00	469.33	4,470.67	2,422.68	2,047.99	.00
DIVISION TOTALS:			127,630.00	127,630.00	31,554.27	96,075.73	62,592.49	33,483.24	.00
026 Councilmember S Goodin									
2022 050	026	7100	122,690.00	122,690.00	32,573.93	90,116.07	60,169.81	29,946.26	.00
2022 050	026	7200	4,940.00	4,940.00	435.33	4,504.67	2,422.68	2,081.99	.00
DIVISION TOTALS:			127,630.00	127,630.00	33,009.26	94,620.74	62,592.49	32,028.25	.00
028 Councilmember B. Sundermann									
2022 050	028	7100	122,690.00	122,690.00	33,764.54	88,925.46	60,169.81	28,755.65	.00
2022 050	028	7200	4,940.00	4,940.00	253.65	4,686.35	2,422.68	2,263.67	.00
DIVISION TOTALS:			127,630.00	127,630.00	34,018.19	93,611.81	62,592.49	31,019.32	.00
029 Councilmember J. Kearney									
2022 050	029	7100	122,690.00	122,690.00	34,764.04	87,925.96	60,169.81	27,756.15	.00
2022 050	029	7200	4,940.00	4,940.00	225.69	4,714.31	2,422.68	2,291.63	.00
DIVISION TOTALS:			127,630.00	127,630.00	34,989.73	92,640.27	62,592.49	30,047.78	.00

050 031
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
031 Office Of The Mayor											
2022	050	031	7100	652,140.00	652,140.00	162,661.97	489,478.03	319,823.45	169,654.58	.00	
2022	050	031	7200	10,940.00	10,940.00	2,630.27	6,809.73	5,364.98	1,444.75	.00	
2022	050	031	7300	5,470.00	5,470.00	239.17	5,230.83	2,682.49	2,548.34	.00	
2022	050	031	7400	.00	1,500.00	246.00	1,254.00	.00	1,254.00	.00	
2022	050	031	7500	239,670.00	239,670.00	55,987.05	183,682.95	118,753.20	64,929.75	.00	
DIVISION TOTALS:				908,220.00	908,220.00	221,764.46	686,455.54	446,624.12	239,831.42	.00	
041 Office Of The Clerk Of Council											
2022	050	041	7100	394,350.00	394,350.00	107,937.27	286,412.73	.00	286,412.73	.00	
2022	050	041	7200	114,210.00	114,210.00	13,881.13	100,328.87	7,821.02	92,507.85	.00	
2022	050	041	7300	8,780.00	8,780.00	1,070.31	7,709.69	.00	7,709.69	.00	
2022	050	041	7400	21,540.00	21,540.00	7,908.34	13,631.66	5,586.08	8,045.58	.00	
2022	050	041	7500	134,660.00	134,660.00	40,694.46	93,965.54	.00	93,965.54	.00	
DIVISION TOTALS:				673,540.00	673,540.00	171,491.51	502,048.49	13,407.10	488,641.39	.00	
DEPARTMENT TOTALS:				3,795,070.00	3,795,070.00	1,095,688.83	2,699,381.17	1,024,890.86	1,674,490.31	.00	
PERCENT EXPENDED:				28.9	PERCENT EXPENDED AND ENCUMBERED:						55.9
090 Enterprise Technology Solution											
091 Enterprise Technology Solutions											
2022	050	091	7100	4,153,060.00	4,153,060.00	1,540,478.82	2,612,581.18	.00	2,612,581.18	.00	
2022	050	091	7200	253,320.00	253,320.00	76,926.03	176,393.97	45,351.25	131,042.72	.00	
2022	050	091	7300	68,170.00	68,170.00	3,659.09	64,510.91	4,131.44	60,379.47	.00	
2022	050	091	7400	330,210.00	330,210.00	270,718.17	59,491.83	54,990.33	4,501.50	.00	
2022	050	091	7500	1,344,600.00	1,344,600.00	502,925.86	841,674.14	.00	841,674.14	.00	
DIVISION TOTALS:				6,149,360.00	6,149,360.00	2,394,707.97	3,754,652.03	104,473.02	3,650,179.01	.00	
DEPARTMENT TOTALS:				6,149,360.00	6,149,360.00	2,394,707.97	3,754,652.03	104,473.02	3,650,179.01	.00	
PERCENT EXPENDED:				38.9	PERCENT EXPENDED AND ENCUMBERED:						40.6
100 Office Of The City Manager											
101 City Manager's Office											
2022	050	101	7100	2,290,520.00	2,622,643.00	682,259.84	1,940,383.16	.00	1,940,383.16	.00	
2022	050	101	7200	1,248,540.00	2,295,407.00	179,400.91	2,116,006.09	1,175,261.99	940,744.10	.00	
2022	050	101	7300	27,920.00	767,920.00	181,609.17	586,310.83	473,521.00	112,789.83	.00	
2022	050	101	7400	7,822,610.00	8,047,610.00	2,671,599.32	5,376,010.68	3,958,584.77	1,417,425.91	.00	
2022	050	101	7500	762,880.00	762,880.00	243,193.32	519,686.68	.00	519,686.68	.00	
DIVISION TOTALS:				12,152,470.00	14,496,460.00	3,958,062.56	10,538,397.44	5,607,367.76	4,931,029.68	.00	
102 Office Of Budget & Evaluation											
2022	050	102	7100	646,380.00	646,380.00	223,441.98	422,938.02	.00	422,938.02	.00	
2022	050	102	7200	71,100.00	71,100.00	6,516.52	64,583.48	.00	64,583.48	.00	
2022	050	102	7300	2,350.00	2,350.00	28.84	2,321.16	.00	2,321.16	.00	
2022	050	102	7400	2,260.00	2,260.00	181.81	2,078.19	718.19	1,360.00	.00	
2022	050	102	7500	209,910.00	209,910.00	79,408.90	130,501.10	.00	130,501.10	.00	
DIVISION TOTALS:				932,000.00	932,000.00	309,578.05	622,421.95	718.19	621,703.76	.00	
103 Emergency Communications											
2022	050	103	7100	8,901,540.00	8,901,540.00	2,287,114.32	6,614,425.68	.00	6,614,425.68	.00	
2022	050	103	7200	108,470.00	108,470.00	21,815.02	86,654.98	8,198.95	78,456.03	.00	
2022	050	103	7300	34,860.00	34,860.00	18,784.63	16,075.37	3,573.89	12,501.48	.00	
2022	050	103	7400	17,110.00	17,110.00	3,479.05	13,630.95	792.36	12,838.59	.00	
2022	050	103	7500	4,013,180.00	4,013,180.00	947,227.12	3,065,952.88	.00	3,065,952.88	.00	
DIVISION TOTALS:				13,075,160.00	13,075,160.00	3,278,420.14	9,796,739.86	12,565.20	9,784,174.66	.00	

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FY FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
104 Office Of Environment & Sustainability										
2022	050	104	7100	547,670.00	547,670.00	141,519.09	406,150.91	.00	406,150.91	.00
2022	050	104	7200	1,633,440.00	1,795,640.00	120,432.52	1,675,207.48	505,327.50	1,169,879.98	.00
2022	050	104	7300	14,120.00	14,120.00	1,806.47	12,313.53	1,816.35	10,497.18	.00
2022	050	104	7400	124,670.00	144,670.00	4,352.59	140,317.41	861.16	139,456.25	.00
2022	050	104	7500	200,310.00	200,310.00	48,239.90	152,070.10	.00	152,070.10	.00
DIVISION TOTALS:				2,520,210.00	2,702,410.00	316,350.57	2,386,059.43	508,005.01	1,878,054.42	.00
107 Procurement										
2022	050	107	7100	750,850.00	750,850.00	255,326.91	495,523.09	.00	495,523.09	.00
2022	050	107	7200	23,580.00	23,580.00	2,699.67	20,880.33	.00	20,880.33	.00
2022	050	107	7300	89,600.00	89,600.00	1,087.78	88,512.22	2,488.83	86,023.39	.00
2022	050	107	7400	102,830.00	102,830.00	91,391.65	11,438.35	1,342.40	10,095.95	.00
2022	050	107	7500	234,110.00	234,110.00	99,595.55	134,514.45	.00	134,514.45	.00
DIVISION TOTALS:				1,200,970.00	1,200,970.00	450,101.56	750,868.44	3,831.23	747,037.21	.00
108 Dept of Performance & Data Analytics										
2022	050	108	7100	1,006,690.00	986,690.00	233,188.53	753,501.47	.00	753,501.47	.00
2022	050	108	7200	77,520.00	95,240.00	7,876.21	87,363.79	6,250.00	81,113.79	.00
2022	050	108	7300	12,380.00	12,380.00	4,822.70	7,557.30	1,152.77	6,404.53	.00
2022	050	108	7400	900.00	3,180.00	1,602.15	1,577.85	.00	1,577.85	.00
2022	050	108	7500	284,090.00	284,090.00	68,380.58	215,709.42	.00	215,709.42	.00
DIVISION TOTALS:				1,381,580.00	1,381,580.00	315,870.17	1,065,709.83	7,402.77	1,058,307.06	.00
109 Internal Audit										
2022	050	109	7100	330,850.00	330,850.00	87,121.45	243,728.55	.00	243,728.55	.00
2022	050	109	7200	10,740.00	10,340.00	2,144.30	8,195.70	129.48	8,066.22	.00
2022	050	109	7300	1,630.00	2,030.00	225.99	1,804.01	1,669.51	134.50	.00
2022	050	109	7400	1,510.00	1,510.00	1,054.06	455.94	.00	455.94	.00
2022	050	109	7500	127,720.00	127,720.00	37,214.79	90,505.21	.00	90,505.21	.00
DIVISION TOTALS:				472,450.00	472,450.00	127,760.59	344,689.41	1,798.99	342,890.42	.00
DEPARTMENT TOTALS:				31,734,840.00	34,261,030.00	8,756,143.64	25,504,886.36	6,141,689.15	19,363,197.21	.00
PERCENT EXPENDED:				25.6	PERCENT EXPENDED AND ENCUMBERED:					43.5
110 Department Of Law										
111 Civil										
2022	050	111	7100	3,341,640.00	3,341,640.00	1,004,813.22	2,336,826.78	.00	2,336,826.78	.00
2022	050	111	7200	313,030.00	308,930.00	110,814.65	198,115.35	177,699.46	20,415.89	.00
2022	050	111	7300	28,340.00	28,340.00	2,712.89	25,627.11	7,003.02	18,624.09	.00
2022	050	111	7400	177,330.00	181,430.00	70,165.36	111,264.64	45,364.64	65,900.00	.00
2022	050	111	7500	1,280,730.00	1,280,730.00	419,833.14	860,896.86	.00	860,896.86	.00
DIVISION TOTALS:				5,141,070.00	5,141,070.00	1,608,339.26	3,532,730.74	230,067.12	3,302,663.62	.00
112 Administrative Hearings & Prosecution										
2022	050	112	7100	2,580,710.00	2,580,710.00	779,721.63	1,800,988.37	.00	1,800,988.37	.00
2022	050	112	7200	95,240.00	90,240.00	16,764.88	73,475.12	.00	73,475.12	.00
2022	050	112	7300	16,140.00	16,140.00	3,405.52	12,734.48	8,172.51	4,561.97	.00
2022	050	112	7400	24,590.00	29,590.00	12,366.62	17,223.38	16,833.38	390.00	.00
2022	050	112	7500	881,680.00	881,680.00	260,083.23	621,596.77	.00	621,596.77	.00
DIVISION TOTALS:				3,598,360.00	3,598,360.00	1,072,341.88	2,526,018.12	25,005.89	2,501,012.23	.00
DEPARTMENT TOTALS:				8,739,430.00	8,739,430.00	2,680,681.14	6,058,748.86	255,073.01	5,803,675.85	.00
PERCENT EXPENDED:				30.7	PERCENT EXPENDED AND ENCUMBERED:					33.6

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
120 Department Of Human Resources											
121 Department Of Human Resources											
2022	050	121	7100	1,632,750.00	1,715,250.00	435,319.40	1,279,930.60	.00	1,279,930.60	.00	
2022	050	121	7200	358,600.00	403,837.00	95,107.80	308,729.20	199,024.32	109,704.88	.00	
2022	050	121	7300	22,600.00	22,600.00	1,005.52	21,594.48	.00	21,594.48	.00	
2022	050	121	7400	14,760.00	14,760.00	1,977.03	12,782.97	5,022.97	7,760.00	.00	
2022	050	121	7500	544,420.00	544,420.00	148,348.41	396,071.59	.00	396,071.59	.00	
DIVISION TOTALS:				2,573,130.00	2,700,867.00	681,758.16	2,019,108.84	204,047.29	1,815,061.55	.00	
DEPARTMENT TOTALS:				2,573,130.00	2,700,867.00	681,758.16	2,019,108.84	204,047.29	1,815,061.55	.00	
PERCENT EXPENDED:				25.2	PERCENT EXPENDED AND ENCUMBERED:						32.8
130 Department Of Finance											
131 Finance, Office Of Director											
2022	050	131	7100	266,730.00	266,730.00	78,729.97	188,000.03	.00	188,000.03	.00	
2022	050	131	7200	12,770.00	12,770.00	1,827.73	10,942.27	.00	10,942.27	.00	
2022	050	131	7300	2,630.00	2,630.00	868.31	1,761.69	.00	1,761.69	.00	
2022	050	131	7400	4,510.00	4,510.00	1,822.42	2,687.58	456.58	2,231.00	.00	
2022	050	131	7500	68,260.00	68,260.00	28,444.74	39,815.26	.00	39,815.26	.00	
DIVISION TOTALS:				354,900.00	354,900.00	111,693.17	243,206.83	456.58	242,750.25	.00	
133 Finance, Accounts & Audits											
2022	050	133	7100	1,170,740.00	1,110,740.00	308,891.82	801,848.18	.00	801,848.18	.00	
2022	050	133	7200	91,160.00	91,160.00	2,935.88	88,224.12	40,805.00	47,419.12	.00	
2022	050	133	7300	15,550.00	15,550.00	1,031.05	14,518.95	5,059.95	9,459.00	.00	
2022	050	133	7400	12,610.00	12,610.00	1,793.23	10,816.77	2,978.49	7,838.28	.00	
2022	050	133	7500	392,500.00	392,500.00	99,655.17	292,844.83	.00	292,844.83	.00	
DIVISION TOTALS:				1,682,560.00	1,622,560.00	414,307.15	1,208,252.85	48,843.44	1,159,409.41	.00	
134 Finance, Treasury											
2022	050	134	7100	699,280.00	699,280.00	222,916.73	476,363.27	.00	476,363.27	.00	
2022	050	134	7200	227,240.00	227,240.00	13,227.08	214,012.92	79,681.00	134,331.92	.00	
2022	050	134	7300	39,160.00	39,160.00	4,391.50	34,768.50	6,504.64	28,263.86	.00	
2022	050	134	7400	7,950.00	7,950.00	2,047.84	5,902.16	169.73	5,732.43	.00	
2022	050	134	7500	254,430.00	254,430.00	91,075.16	163,354.84	.00	163,354.84	.00	
DIVISION TOTALS:				1,228,060.00	1,228,060.00	333,658.31	894,401.69	86,355.37	808,046.32	.00	
135 Finance, Risk Management											
2022	050	135	7300	1,000.00	1,000.00	.00	1,000.00	.00	1,000.00	.00	
2022	050	135	7400	582,770.00	582,770.00	.00	582,770.00	.00	582,770.00	.00	
DIVISION TOTALS:				583,770.00	583,770.00	.00	583,770.00	.00	583,770.00	.00	
136 Finance, Income Tax											
2022	050	136	7100	2,258,950.00	2,258,950.00	664,008.39	1,594,941.61	.00	1,594,941.61	.00	
2022	050	136	7200	192,750.00	186,697.00	11,614.88	175,082.12	3,378.00	171,704.12	.00	
2022	050	136	7300	13,750.00	13,750.00	3,072.01	10,677.99	2,653.68	8,024.31	.00	
2022	050	136	7400	163,950.00	170,003.00	110,713.49	59,289.51	57,036.95	2,252.56	.00	
2022	050	136	7500	785,110.00	785,110.00	254,152.42	530,957.58	.00	530,957.58	.00	
DIVISION TOTALS:				3,414,510.00	3,414,510.00	1,043,561.19	2,370,948.81	63,068.63	2,307,880.18	.00	
137 Finance, Purchasing											
2022	050	137	7100	.00	.00	-13,993.92	13,993.92	.00	13,993.92	.00	
DIVISION TOTALS:				.00	.00	-13,993.92	13,993.92	.00	13,993.92	.00	
DEPARTMENT TOTALS:				7,263,800.00	7,203,800.00	1,889,225.90	5,314,574.10	198,724.02	5,115,850.08	.00	
PERCENT EXPENDED:				26.2	PERCENT EXPENDED AND ENCUMBERED:						29.0

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FY FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
160 Community Developmt									
161 Comm Dvlp, Office Of The Director									
2022	050	161	7100	363,470.00	348,470.00	51,516.92	296,953.08	296,953.08	.00
2022	050	161	7200	77,600.00	227,600.00	9,754.68	217,845.32	93,427.08	124,418.24
2022	050	161	7300	15,050.00	15,050.00	461.88	14,588.12	13,857.02	731.10
2022	050	161	7400	1,429,460.00	1,629,460.00	124,015.09	1,505,444.91	1,060,536.41	444,908.50
2022	050	161	7500	132,580.00	132,580.00	48,099.62	84,480.38	84,480.38	.00
DIVISION TOTALS:			2,018,160.00	2,353,160.00	233,848.19	2,119,311.81	570,057.84	1,549,253.97	.00
162 Comm Dvlp, Division Of Housing Devel									
2022	050	162	7100	71,880.00	71,880.00	36,775.42	35,104.58	35,104.58	.00
2022	050	162	7200	5,050.00	5,050.00	182.00	4,868.00	4,868.00	.00
2022	050	162	7400	645,000.00	645,000.00	374,000.00	271,000.00	189,500.00	81,500.00
2022	050	162	7500	15,870.00	15,870.00	2,067.19	13,802.81	13,802.81	.00
DIVISION TOTALS:			737,800.00	737,800.00	413,024.61	324,775.39	81,500.00	243,275.39	.00
164 Division Of Community Devel									
2022	050	164	7100	595,910.00	726,410.00	103,377.99	623,032.01	623,032.01	.00
2022	050	164	7200	178,360.00	321,260.00	20,970.15	300,289.85	300,289.85	.00
2022	050	164	7300	15,000.00	15,000.00	.00	15,000.00	14,660.70	339.30
2022	050	164	7400	830,245.00	830,245.00	.00	830,245.00	687,245.00	143,000.00
2022	050	164	7500	193,000.00	193,000.00	7,130.25	185,869.75	185,869.75	.00
DIVISION TOTALS:			1,812,515.00	2,085,915.00	131,478.39	1,954,436.61	143,339.30	1,811,097.31	.00
DEPARTMENT TOTALS:			4,568,475.00	5,176,875.00	778,351.19	4,398,523.81	794,897.14	3,603,626.67	.00
PERCENT EXPENDED:			15.0	PERCENT EXPENDED AND ENCUMBERED:					
							30.4		
170 Department Of Planning & Build									
171 City Planning									
2022	050	171	7100	362,690.00	749,450.00	96,099.46	653,350.54	653,350.54	.00
2022	050	171	7200	28,810.00	42,610.00	8,451.62	34,158.38	32,967.36	1,191.02
2022	050	171	7300	6,640.00	7,840.00	1,547.27	6,292.73	1,163.93	5,128.80
2022	050	171	7400	5,130.00	6,130.00	845.37	5,284.63	1,000.00	4,284.63
2022	050	171	7500	138,550.00	352,550.00	33,190.90	319,359.10	319,359.10	.00
DIVISION TOTALS:			541,820.00	1,158,580.00	140,134.62	1,018,445.38	10,604.45	1,007,840.93	.00
DEPARTMENT TOTALS:			541,820.00	1,158,580.00	140,134.62	1,018,445.38	10,604.45	1,007,840.93	.00
PERCENT EXPENDED:			12.1	PERCENT EXPENDED AND ENCUMBERED:					
							13.0		
180 Citizens' Complaint Authority									
181 Citizens' Complaint Authority									
2022	050	181	7100	679,240.00	864,430.00	191,636.00	672,794.00	672,794.00	.00
2022	050	181	7200	36,590.00	114,090.00	14,073.92	100,016.08	94,356.78	5,659.30
2022	050	181	7300	14,290.00	14,290.00	1,705.71	12,584.29	9,156.21	3,428.08
2022	050	181	7400	3,160.00	4,160.00	1,213.55	2,946.45	2,320.00	626.45
2022	050	181	7500	206,800.00	293,110.00	66,609.71	226,500.29	226,500.29	.00
DIVISION TOTALS:			940,080.00	1,290,080.00	275,238.89	1,014,841.11	9,713.83	1,005,127.28	.00
DEPARTMENT TOTALS:			940,080.00	1,290,080.00	275,238.89	1,014,841.11	9,713.83	1,005,127.28	.00
PERCENT EXPENDED:			21.3	PERCENT EXPENDED AND ENCUMBERED:					
							22.1		

050 191
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
190 Dept Of Public Recreation											
191 Recreation West Region											
2022	050	191	7100	2,106,480.00	2,106,480.00	552,650.90	1,553,829.10	.00	1,553,829.10	.00	
2022	050	191	7200	392,440.00	392,440.00	128,034.59	264,405.41	183,072.03	81,333.38	.00	
2022	050	191	7300	64,940.00	64,940.00	11,374.96	53,565.04	6,342.63	47,222.41	.00	
2022	050	191	7400	10,010.00	10,010.00	2,744.48	7,265.52	4,175.68	3,089.84	.00	
2022	050	191	7500	644,370.00	644,370.00	183,475.75	460,894.25	.00	460,894.25	.00	
DIVISION TOTALS:				3,218,240.00	3,218,240.00	878,280.68	2,339,959.32	193,590.34	2,146,368.98	.00	
192 Recreation East Region											
2022	050	192	7100	1,563,100.00	1,563,100.00	645,688.48	917,411.52	.00	917,411.52	.00	
2022	050	192	7200	308,090.00	308,090.00	114,526.83	193,563.17	120,929.26	72,633.91	.00	
2022	050	192	7300	72,450.00	72,450.00	14,420.61	58,029.39	4,277.60	53,751.79	.00	
2022	050	192	7400	11,320.00	11,320.00	4,306.46	7,013.54	6,157.64	855.90	.00	
2022	050	192	7500	475,930.00	475,930.00	148,596.40	327,333.60	.00	327,333.60	.00	
DIVISION TOTALS:				2,430,890.00	2,430,890.00	927,538.78	1,503,351.22	131,364.50	1,371,986.72	.00	
193 Recreation Central Region											
2022	050	193	7100	1,979,970.00	1,979,970.00	480,210.79	1,499,759.21	.00	1,499,759.21	.00	
2022	050	193	7200	310,090.00	310,090.00	120,135.28	189,954.72	149,002.72	40,952.00	.00	
2022	050	193	7300	190,830.00	190,830.00	9,548.40	181,281.60	2,028.47	179,253.13	.00	
2022	050	193	7400	8,960.00	8,960.00	2,965.09	5,994.91	4,514.88	1,480.03	.00	
2022	050	193	7500	685,640.00	685,640.00	180,355.93	505,284.07	.00	505,284.07	.00	
DIVISION TOTALS:				3,175,490.00	3,175,490.00	793,215.49	2,382,274.51	155,546.07	2,226,728.44	.00	
194 Recreation Maintenance											
2022	050	194	7100	1,770,540.00	1,770,540.00	594,763.60	1,175,776.40	.00	1,175,776.40	.00	
2022	050	194	7200	472,920.00	477,920.00	143,045.12	334,874.88	136,023.22	198,851.66	.00	
2022	050	194	7300	517,820.00	512,820.00	200,064.43	312,755.57	200,613.60	112,141.97	.00	
2022	050	194	7400	26,100.00	26,100.00	965.04	25,134.96	6,408.68	18,726.28	.00	
2022	050	194	7500	665,930.00	665,930.00	199,169.38	466,760.62	.00	466,760.62	.00	
DIVISION TOTALS:				3,453,310.00	3,453,310.00	1,138,007.57	2,315,302.43	343,045.50	1,972,256.93	.00	
197 Recreation Athletics											
2022	050	197	7100	2,333,640.00	2,259,280.00	889,378.53	1,369,901.47	.00	1,369,901.47	.00	
2022	050	197	7200	331,380.00	331,380.00	177,084.12	154,295.88	74,892.77	79,403.11	.00	
2022	050	197	7300	57,040.00	57,040.00	15,568.90	41,471.10	284.72	41,186.38	.00	
2022	050	197	7400	19,030.00	19,030.00	741.04	18,288.96	1,232.08	17,056.88	.00	
2022	050	197	7500	465,260.00	465,260.00	125,818.94	339,441.06	.00	339,441.06	.00	
DIVISION TOTALS:				3,206,350.00	3,131,990.00	1,208,591.53	1,923,398.47	76,409.57	1,846,988.90	.00	
199 Recreation Administration											
2022	050	199	7100	1,781,140.00	1,676,140.00	649,920.00	1,026,220.00	.00	1,026,220.00	.00	
2022	050	199	7200	115,810.00	115,810.00	28,170.67	87,639.33	39,117.99	48,521.34	.00	
2022	050	199	7300	25,110.00	25,110.00	14,884.65	10,225.35	4,997.47	5,227.88	.00	
2022	050	199	7400	32,250.00	32,250.00	9,513.74	22,736.26	5,715.44	17,020.82	.00	
2022	050	199	7500	630,860.00	630,860.00	245,594.29	385,265.71	.00	385,265.71	.00	
2022	050	199	7600	25,600.00	25,600.00	.00	25,600.00	.00	25,600.00	.00	
DIVISION TOTALS:				2,610,770.00	2,505,770.00	948,083.35	1,557,686.65	49,830.90	1,507,855.75	.00	
DEPARTMENT TOTALS:				18,095,050.00	17,915,690.00	5,893,717.40	12,021,972.60	949,786.88	11,072,185.72	.00	
PERCENT EXPENDED:				32.9	PERCENT EXPENDED AND ENCUMBERED:						38.2

050 201
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
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PGM ID: CFSFA104
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
200 Department Of Parks											
201 Parks, Office Of The Director											
2022	050	201	7100	411,290.00	411,290.00	70,184.35	341,105.65	.00	341,105.65	.00	
2022	050	201	7500	143,430.00	143,430.00	21,927.94	121,502.06	.00	121,502.06	.00	
DIVISION TOTALS:				554,720.00	554,720.00	92,112.29	462,607.71	.00	462,607.71	.00	
202 Parks, Operations & Facility Mgmt											
2022	050	202	7100	2,669,170.00	2,619,170.00	1,601,791.68	1,017,378.32	.00	1,017,378.32	.00	
2022	050	202	7200	1,193,300.00	1,183,300.00	235,294.55	948,005.45	402,757.86	545,247.59	8,535.00	
2022	050	202	7300	777,090.00	777,090.00	126,503.35	650,586.65	190,719.97	459,866.68	.00	
2022	050	202	7400	700,420.00	710,420.00	11,706.73	698,713.27	43,605.42	655,107.85	.00	
2022	050	202	7500	1,049,880.00	1,049,880.00	568,506.63	481,373.37	.00	481,373.37	.00	
2022	050	202	7600	.00	22,000.00	.00	22,000.00	.00	22,000.00	.00	
DIVISION TOTALS:				6,389,860.00	6,361,860.00	2,543,802.94	3,818,057.06	637,083.25	3,180,973.81	8,535.00	
203 Parks, Adm & Program Services											
2022	050	203	7100	1,250,261.00	1,250,261.00	625,418.97	624,842.03	.00	624,842.03	.00	
2022	050	203	7200	592,560.00	592,560.00	172,971.53	419,588.47	392,881.56	26,706.91	.00	
2022	050	203	7300	51,270.00	51,270.00	6,121.73	45,148.27	34,044.40	11,103.87	.00	
2022	050	203	7400	15,540.00	15,540.00	2,979.56	12,560.44	.00	12,560.44	.00	
2022	050	203	7500	400,509.00	400,509.00	209,238.74	191,270.26	.00	191,270.26	.00	
DIVISION TOTALS:				2,310,140.00	2,310,140.00	1,016,730.53	1,293,409.47	426,925.96	866,483.51	.00	
DEPARTMENT TOTALS:				9,254,720.00	9,226,720.00	3,652,645.76	5,574,074.24	1,064,009.21	4,510,065.03	8,535.00	
PERCENT EXPENDED:				39.6	PERCENT EXPENDED AND ENCUMBERED:						51.1
210 Dept Of Bldgs & Inspections											
211 Bldg & Inspections, Director											
2022	050	211	7100	5,370,160.00	5,025,400.00	1,399,835.69	3,625,564.31	.00	3,625,564.31	.00	
2022	050	211	7200	432,150.00	418,350.00	59,703.35	358,646.65	13,409.60	345,237.05	.00	
2022	050	211	7300	54,990.00	53,790.00	65.00	53,725.00	8,900.00	44,825.00	.00	
2022	050	211	7400	320,440.00	319,440.00	138,922.06	180,517.94	5,791.74	174,726.20	.00	
2022	050	211	7500	2,087,540.00	1,873,540.00	607,186.29	1,266,353.71	.00	1,266,353.71	.00	
DIVISION TOTALS:				8,265,280.00	7,690,520.00	2,205,712.39	5,484,807.61	28,101.34	5,456,706.27	.00	
212 Bldg & Inspections, Licenses & Permits											
2022	050	212	7100	1,495,290.00	1,495,290.00	491,936.64	1,003,353.36	.00	1,003,353.36	.00	
2022	050	212	7200	317,550.00	317,550.00	34,220.34	283,329.66	553.44	282,776.22	.00	
2022	050	212	7300	25,460.00	25,460.00	3,004.79	22,455.21	1,329.14	21,126.07	.00	
2022	050	212	7400	5,720.00	5,720.00	1,001.80	4,718.20	2,128.19	2,590.01	.00	
2022	050	212	7500	491,750.00	491,750.00	205,834.73	285,915.27	.00	285,915.27	.00	
DIVISION TOTALS:				2,335,770.00	2,335,770.00	735,998.30	1,599,771.70	4,010.77	1,595,760.93	.00	
DEPARTMENT TOTALS:				10,601,050.00	10,026,290.00	2,941,710.69	7,084,579.31	32,112.11	7,052,467.20	.00	
PERCENT EXPENDED:				29.3	PERCENT EXPENDED AND ENCUMBERED:						29.7
220 Open											
222 Department Of Police											
2022	050	222	7100	74,044,860.00	73,794,860.00	21,988,207.80	51,806,652.20	.00	51,806,652.20	.00	
2022	050	222	7200	4,709,310.00	4,615,810.00	1,753,482.95	2,862,327.05	990,671.89	1,871,655.16	.00	
2022	050	222	7300	1,198,490.00	1,198,490.00	272,555.91	925,934.09	58,397.92	867,536.17	.00	
2022	050	222	7400	224,160.00	317,660.00	100,100.70	217,559.30	217,332.62	226.68	.00	
2022	050	222	7500	28,047,060.00	28,047,060.00	9,226,232.83	18,820,827.17	.00	18,820,827.17	.00	
DIVISION TOTALS:				108,223,880.00	107,973,880.00	33,340,580.19	74,633,299.81	1,266,402.43	73,366,897.38	.00	

050 225
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 RUN TIME: 11.49.39

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
225 Police - Investigations											
2022	050	225	7100	13,760,870.00	13,760,870.00	3,919,313.87	9,841,556.13	.00	9,841,556.13	.00	
2022	050	225	7200	1,854,230.00	1,854,230.00	710,023.31	1,144,206.69	798,728.01	345,478.68	.00	
2022	050	225	7300	135,860.00	135,860.00	42,562.37	93,297.63	29.00	93,268.63	.00	
2022	050	225	7400	96,480.00	96,480.00	27,811.05	68,668.95	60,924.43	7,744.52	.00	
2022	050	225	7500	5,028,960.00	5,028,960.00	1,743,623.86	3,285,336.14	.00	3,285,336.14	.00	
DIVISION TOTALS:				20,876,400.00	20,876,400.00	6,443,334.46	14,433,065.54	859,681.44	13,573,384.10	.00	
226 Police - Support											
2022	050	226	7100	12,335,330.00	12,335,330.00	3,220,889.76	9,114,440.24	.00	9,114,440.24	.00	
2022	050	226	7200	2,591,800.00	2,676,800.00	344,703.69	2,332,096.31	1,832,875.12	499,221.19	12,200.00	
2022	050	226	7300	1,382,740.00	1,382,740.00	128,603.37	1,254,136.63	337,894.03	916,242.60	.00	
2022	050	226	7400	148,430.00	148,430.00	58,221.36	90,208.64	89,521.19	687.45	.00	
2022	050	226	7500	4,958,370.00	4,958,370.00	1,343,317.67	3,615,052.33	.00	3,615,052.33	.00	
DIVISION TOTALS:				21,416,670.00	21,501,670.00	5,095,735.85	16,405,934.15	2,260,290.34	14,145,643.81	12,200.00	
227 Police - Administration											
2022	050	227	7100	8,140,770.00	8,140,770.00	2,423,489.58	5,717,280.42	.00	5,717,280.42	.00	
2022	050	227	7200	3,151,130.00	3,151,130.00	152,734.13	2,998,395.87	363,730.01	2,634,665.86	.00	
2022	050	227	7300	214,370.00	214,370.00	33,718.60	180,651.40	27,124.53	153,526.87	.00	
2022	050	227	7400	785,640.00	785,640.00	298,455.36	487,184.64	117,953.09	369,231.55	.00	
2022	050	227	7500	3,194,530.00	3,194,530.00	913,379.12	2,281,150.88	.00	2,281,150.88	.00	
DIVISION TOTALS:				15,486,440.00	15,486,440.00	3,821,776.79	11,664,663.21	508,807.63	11,155,855.58	.00	
228 Police - Resource Bureau											
2022	050	228	7100	.00	.00	-268,934.00	268,934.00	.00	268,934.00	.00	
DIVISION TOTALS:				.00	.00	-268,934.00	268,934.00	.00	268,934.00	.00	
DEPARTMENT TOTALS:				166,003,390.00	165,838,390.00	48,432,493.29	117,405,896.71	4,895,181.84	112,510,714.87	12,200.00	
PERCENT EXPENDED:				29.2	PERCENT EXPENDED AND ENCUMBERED:						32.2
230 Dept Of Transportation & Engin											
231 Trans & Eng, Director											
2022	050	231	7100	396,340.00	396,340.00	238,791.20	157,548.80	.00	157,548.80	.00	
2022	050	231	7200	39,600.00	13,400.00	4,526.36	8,873.64	.00	8,873.64	.00	
2022	050	231	7300	40,000.00	68,900.00	32,862.75	36,037.25	1,231.32	34,805.93	.00	
2022	050	231	7400	800.00	88,000.00	806.28	87,193.72	26,786.48	60,407.24	.00	
2022	050	231	7500	39,780.00	39,780.00	38,989.19	790.81	.00	790.81	.00	
DIVISION TOTALS:				516,520.00	606,420.00	315,975.78	290,444.22	28,017.80	262,426.42	.00	
232 Div Of Transportation Planning											
2022	050	232	7100	48,660.00	48,660.00	7,987.76	40,672.24	.00	40,672.24	.00	
2022	050	232	7200	14,860.00	14,860.00	202.13	14,657.87	12,931.21	1,726.66	.00	
2022	050	232	7300	610.00	610.00	.00	610.00	.00	610.00	.00	
2022	050	232	7500	4,950.00	4,950.00	4,016.32	933.68	.00	933.68	.00	
DIVISION TOTALS:				69,080.00	69,080.00	12,206.21	56,873.79	12,931.21	43,942.58	.00	
233 Division Of Engineering											
2022	050	233	7100	115,400.00	115,400.00	-12,306.50	127,706.50	.00	127,706.50	.00	
2022	050	233	7200	1,700.00	700.00	-258.76	958.76	129.21	829.55	.00	
2022	050	233	7400	.00	1,000.00	.00	1,000.00	.00	1,000.00	.00	
2022	050	233	7500	42,700.00	42,700.00	.00	42,700.00	.00	42,700.00	.00	
DIVISION TOTALS:				159,800.00	159,800.00	-12,565.26	172,365.26	129.21	172,236.05	.00	

050 239
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
239 Division Of Traffic Engineer											
2022	050	239	7200	1,904,490.00	1,904,490.00	453,744.52	1,450,745.48	1,449,938.52	806.96	.00	
2022	050	239	7300	58,500.00	58,500.00	.00	58,500.00	.00	58,500.00	.00	
DIVISION TOTALS:				1,962,990.00	1,962,990.00	453,744.52	1,509,245.48	1,449,938.52	59,306.96	.00	
DEPARTMENT TOTALS:				2,708,390.00	2,798,290.00	769,361.25	2,028,928.75	1,491,016.74	537,912.01	.00	
PERCENT EXPENDED:				27.5	PERCENT EXPENDED AND ENCUMBERED:						80.8
250 Dept Of Public Services											
251 Office Of The Director											
2022	050	251	7100	781,310.00	781,310.00	257,131.62	524,178.38	.00	524,178.38	.00	
2022	050	251	7200	34,590.00	34,590.00	9,434.05	25,155.95	4,414.08	20,741.87	.00	
2022	050	251	7300	38,690.00	38,690.00	4,560.64	34,129.36	4,131.45	29,997.91	.00	
2022	050	251	7400	24,020.00	24,020.00	3,114.73	20,905.27	5,983.42	14,921.85	.00	
2022	050	251	7500	207,350.00	207,350.00	84,366.03	122,983.97	.00	122,983.97	.00	
DIVISION TOTALS:				1,085,960.00	1,085,960.00	358,607.07	727,352.93	14,528.95	712,823.98	.00	
253 Div Of Neighborhood Operations											
2022	050	253	7100	4,520,980.00	4,520,980.00	1,150,103.07	3,370,876.93	.00	3,370,876.93	.00	
2022	050	253	7200	4,495,390.00	4,745,390.00	1,157,091.68	3,588,298.32	2,255,935.56	1,332,362.76	.00	
2022	050	253	7300	430,210.00	430,210.00	149,492.50	280,717.50	25,699.60	255,017.90	.00	
2022	050	253	7400	48,800.00	48,800.00	8,607.30	40,192.70	3,305.40	36,887.30	.00	
2022	050	253	7500	1,726,690.00	1,726,690.00	558,437.23	1,168,252.77	.00	1,168,252.77	.00	
DIVISION TOTALS:				11,222,070.00	11,472,070.00	3,023,731.78	8,448,338.22	2,284,940.56	6,163,397.66	.00	
255 Div Of City Facility Mgmt											
2022	050	255	7100	77,220.00	77,220.00	19,893.82	57,326.18	.00	57,326.18	.00	
2022	050	255	7200	2,252,160.00	2,252,160.00	637,474.80	1,614,685.20	1,556,517.08	58,168.12	.00	
2022	050	255	7300	910.00	910.00	359.49	550.51	400.00	150.51	.00	
2022	050	255	7400	1,037,680.00	1,037,680.00	656,460.00	381,220.00	.00	381,220.00	.00	
2022	050	255	7500	21,210.00	21,210.00	6,367.78	14,842.22	.00	14,842.22	.00	
DIVISION TOTALS:				3,389,180.00	3,389,180.00	1,320,555.89	2,068,624.11	1,556,917.08	511,707.03	.00	
256 Fleet Services											
2022	050	256	7100	111,000.00	111,000.00	31,951.61	79,048.39	.00	79,048.39	.00	
2022	050	256	7200	770.00	770.00	134.00	636.00	.00	636.00	.00	
2022	050	256	7300	190.00	190.00	.00	190.00	.00	190.00	.00	
2022	050	256	7400	70.00	70.00	.00	70.00	.00	70.00	.00	
2022	050	256	7500	62,650.00	62,650.00	20,500.80	42,149.20	.00	42,149.20	.00	
DIVISION TOTALS:				174,680.00	174,680.00	52,586.41	122,093.59	.00	122,093.59	.00	
DEPARTMENT TOTALS:				15,871,890.00	16,121,890.00	4,755,481.15	11,366,408.85	3,856,386.59	7,510,022.26	.00	
PERCENT EXPENDED:				29.5	PERCENT EXPENDED AND ENCUMBERED:						53.4
270 Department Of Fire											
271 Fire - Response											
2022	050	271	7100	77,209,900.00	77,209,900.00	24,777,070.30	52,432,829.70	.00	52,432,829.70	.00	
2022	050	271	7200	5,760,900.00	5,760,900.00	1,510,602.43	4,250,297.57	1,308,220.49	2,942,077.08	.00	
2022	050	271	7300	2,134,180.00	2,134,180.00	745,715.09	1,388,464.91	496,894.65	891,570.26	36,596.56	
2022	050	271	7400	933,400.00	933,400.00	18,181.03	915,218.97	5,775.00	909,443.97	.00	
2022	050	271	7500	32,316,290.00	32,316,290.00	11,278,142.62	21,038,147.38	.00	21,038,147.38	.00	
DIVISION TOTALS:				118,354,670.00	118,354,670.00	38,329,711.47	80,024,958.53	1,810,890.14	78,214,068.39	36,596.56	

050 272
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
272 Fire - Support Services											
2022	050	272	7100	10,882,010.00	10,882,010.00	3,100,116.00	7,781,894.00	.00	7,781,894.00	.00	
2022	050	272	7200	423,340.00	423,340.00	89,528.99	333,811.01	89,253.31	244,557.70	113,553.00	
2022	050	272	7300	823,910.00	823,910.00	65,356.42	758,553.58	90,763.24	667,790.34	21,300.00	
2022	050	272	7400	301,270.00	301,270.00	222,481.60	78,788.40	19,945.41	58,842.99	.00	
2022	050	272	7500	4,014,770.00	4,014,770.00	1,265,185.40	2,749,584.60	.00	2,749,584.60	.00	
DIVISION TOTALS:				16,445,300.00	16,445,300.00	4,742,668.41	11,702,631.59	199,961.96	11,502,669.63	134,853.00	
DEPARTMENT TOTALS:				134,799,970.00	134,799,970.00	43,072,379.88	91,727,590.12	2,010,852.10	89,716,738.02	171,449.56	
PERCENT EXPENDED:				32.0	PERCENT EXPENDED AND ENCUMBERED:						33.4
280											
281 Economic Inclusion											
2022	050	281	7100	693,580.00	693,580.00	189,701.07	503,878.93	.00	503,878.93	.00	
2022	050	281	7200	52,340.00	52,340.00	3,613.35	48,726.65	1,246.28	47,480.37	.00	
2022	050	281	7300	28,280.00	28,280.00	62.18	28,217.82	.00	28,217.82	.00	
2022	050	281	7400	67,500.00	67,500.00	377.32	67,122.68	1,222.68	65,900.00	.00	
2022	050	281	7500	204,620.00	204,620.00	75,074.60	129,545.40	.00	129,545.40	.00	
DIVISION TOTALS:				1,046,320.00	1,046,320.00	268,828.52	777,491.48	2,468.96	775,022.52	.00	
DEPARTMENT TOTALS:				1,046,320.00	1,046,320.00	268,828.52	777,491.48	2,468.96	775,022.52	.00	
PERCENT EXPENDED:				25.7	PERCENT EXPENDED AND ENCUMBERED:						25.9
910 Employee Benefits											
911 Contribution To City Pension											
2022	050	911	7500	939,250.00	939,250.00	.00	939,250.00	.00	939,250.00	.00	
DIVISION TOTALS:				939,250.00	939,250.00	.00	939,250.00	.00	939,250.00	.00	
919 Public Employee Assistance											
2022	050	919	7500	337,000.00	337,000.00	.00	337,000.00	.00	337,000.00	.00	
DIVISION TOTALS:				337,000.00	337,000.00	.00	337,000.00	.00	337,000.00	.00	
DEPARTMENT TOTALS:				1,276,250.00	1,276,250.00	.00	1,276,250.00	.00	1,276,250.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	050	921	7500	3,971,250.00	3,971,250.00	3,834,854.80	136,395.20	.00	136,395.20	.00	
DIVISION TOTALS:				3,971,250.00	3,971,250.00	3,834,854.80	136,395.20	.00	136,395.20	.00	
922 Police & Fire Fighter's Ins											
2022	050	922	7400	313,000.00	313,000.00	70,000.00	243,000.00	.00	243,000.00	.00	
DIVISION TOTALS:				313,000.00	313,000.00	70,000.00	243,000.00	.00	243,000.00	.00	
923 State Unemployment Comp											
2022	050	923	7500	386,510.00	386,510.00	-8,855.75	395,365.75	384,506.00	10,859.75	.00	
DIVISION TOTALS:				386,510.00	386,510.00	-8,855.75	395,365.75	384,506.00	10,859.75	.00	
924 Lump Sum Payment											
2022	050	924	7100	886,110.00	886,110.00	126,517.48	759,592.52	.00	759,592.52	.00	
DIVISION TOTALS:				886,110.00	886,110.00	126,517.48	759,592.52	.00	759,592.52	.00	
DEPARTMENT TOTALS:				5,556,870.00	5,556,870.00	4,022,516.53	1,534,353.47	384,506.00	1,149,847.47	.00	
PERCENT EXPENDED:				72.4	PERCENT EXPENDED AND ENCUMBERED:						79.3

050 941
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FY FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
940 Govt'Al & Prof'Al Services										
941 Audit And Examiner's Fees										
2022	050	941	7200	450,000.00	450,000.00	67,678.50	382,321.50	337,489.50	44,832.00	.00
DIVISION TOTALS:				450,000.00	450,000.00	67,678.50	382,321.50	337,489.50	44,832.00	.00
942 Hamco Treasurer & Auditor Fees										
2022	050	942	7200	500,000.00	500,000.00	182,759.78	317,240.22	.00	317,240.22	.00
DIVISION TOTALS:				500,000.00	500,000.00	182,759.78	317,240.22	.00	317,240.22	.00
944 General Fund Overhead										
2022	050	944	7200	83,270.00	83,270.00	.00	83,270.00	.00	83,270.00	.00
DIVISION TOTALS:				83,270.00	83,270.00	.00	83,270.00	.00	83,270.00	.00
946 Election Expense										
2022	050	946	7200	51,000.00	51,000.00	.00	51,000.00	.00	51,000.00	.00
2022	050	946	7400	400,000.00	400,000.00	.00	400,000.00	.00	400,000.00	.00
DIVISION TOTALS:				451,000.00	451,000.00	.00	451,000.00	.00	451,000.00	.00
DEPARTMENT TOTALS:				1,484,270.00	1,484,270.00	250,438.28	1,233,831.72	337,489.50	896,342.22	.00
PERCENT EXPENDED:				16.9	PERCENT EXPENDED AND ENCUMBERED:					39.6
950 Miscellaneous Accounts										
951 Judgments Against The City										
2022	050	951	7400	900,000.00	900,000.00	478,489.86	421,510.14	421,510.14	.00	.00
DIVISION TOTALS:				900,000.00	900,000.00	478,489.86	421,510.14	421,510.14	.00	.00
952 Enterprise Software and Licenses										
2022	050	952	7200	1,472,620.00	1,472,620.00	1,255,969.84	216,650.16	158,051.00	58,599.16	.00
2022	050	952	7300	470,310.00	470,310.00	9,738.40	460,571.60	.00	460,571.60	.00
2022	050	952	7400	4,388,710.00	3,688,710.00	439,991.67	3,248,718.33	420,297.26	2,828,421.07	24,500.00
DIVISION TOTALS:				6,331,640.00	5,631,640.00	1,705,699.91	3,925,940.09	578,348.26	3,347,591.83	24,500.00
953 Memberships & Publications										
2022	050	953	7200	173,990.00	173,990.00	40,666.00	133,324.00	47,330.00	85,994.00	.00
2022	050	953	7400	90,380.00	90,380.00	.00	90,380.00	.00	90,380.00	.00
DIVISION TOTALS:				264,370.00	264,370.00	40,666.00	223,704.00	47,330.00	176,374.00	.00
959 Manager's Office Obligations										
2022	050	959	7200	178,760.00	176,260.00	11,956.00	164,304.00	76,587.49	87,716.51	15,000.00
2022	050	959	7300	.00	2,500.00	.00	2,500.00	2,500.00	.00	.00
DIVISION TOTALS:				178,760.00	178,760.00	11,956.00	166,804.00	79,087.49	87,716.51	15,000.00
DEPARTMENT TOTALS:				7,674,770.00	6,974,770.00	2,236,811.77	4,737,958.23	1,126,275.89	3,611,682.34	39,500.00
PERCENT EXPENDED:				32.1	PERCENT EXPENDED AND ENCUMBERED:					48.2
960 Miscellaneous Accounts (Cont)										
963 SpecI Improv District										
2022	050	963	7200	110,880.00	110,880.00	.00	110,880.00	.00	110,880.00	.00
DIVISION TOTALS:				110,880.00	110,880.00	.00	110,880.00	.00	110,880.00	.00
968 Port Authority Gr Cinti Dev										
2022	050	968	7200	700,000.00	700,000.00	.00	700,000.00	.00	700,000.00	.00
DIVISION TOTALS:				700,000.00	700,000.00	.00	700,000.00	.00	700,000.00	.00

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
969 PIRAS											
2022	050	969	7200	30,480.00	30,480.00	.00	30,480.00	.00	30,480.00	.00	
DIVISION TOTALS:				30,480.00	30,480.00	.00	30,480.00	.00	30,480.00	.00	
DEPARTMENT TOTALS:				841,360.00	841,360.00	.00	841,360.00	.00	841,360.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
990 Reserve For Contingencies											
990 Reserve For Contingencies											
2022	050	990	7200	100,000.00	.00	.00	.00	.00	.00	.00	
DIVISION TOTALS:				100,000.00	.00	.00	.00	.00	.00	.00	
DEPARTMENT TOTALS:				100,000.00	.00	.00	.00	.00	.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
101 Water Works FUND											
300 Department Of Water Works											
301 Water Works, Business Service											
2022	101	301	7100	6,441,350.00	6,441,350.00	1,641,323.27	4,800,026.73	.00	4,800,026.73	.00	
2022	101	301	7200	2,366,600.00	2,366,600.00	102,300.30	2,264,299.70	403,585.17	1,860,714.53	.00	
2022	101	301	7300	243,220.00	243,220.00	11,287.03	231,932.97	53,549.15	178,383.82	.00	
2022	101	301	7400	1,551,630.00	1,551,630.00	20,318.56	1,531,311.44	281,508.40	1,249,803.04	.00	
2022	101	301	7500	2,258,650.00	2,258,650.00	628,212.58	1,630,437.42	.00	1,630,437.42	.00	
DIVISION TOTALS:				12,861,450.00	12,861,450.00	2,403,441.74	10,458,008.26	738,642.72	9,719,365.54	.00	
302 Water Works, Commercial Services											
2022	101	302	7100	6,112,280.00	6,112,280.00	1,621,449.62	4,490,830.38	.00	4,490,830.38	.00	
2022	101	302	7200	4,140,580.00	4,140,580.00	1,028,416.66	3,112,163.34	2,965,297.62	146,865.72	.00	
2022	101	302	7300	751,850.00	751,850.00	219,671.39	532,178.61	68,844.05	463,334.56	2,000.00	
2022	101	302	7400	38,650.00	38,650.00	808.46	37,841.54	865.58	36,975.96	1,000.00	
2022	101	302	7500	2,517,410.00	2,517,410.00	748,719.91	1,768,690.09	.00	1,768,690.09	.00	
DIVISION TOTALS:				13,560,770.00	13,560,770.00	3,619,066.04	9,941,703.96	3,035,007.25	6,906,696.71	3,000.00	
303 Water Works, Div Of Supply											
2022	101	303	7100	9,015,570.00	9,015,570.00	2,225,957.20	6,789,612.80	.00	6,789,612.80	.00	
2022	101	303	7200	11,164,160.00	11,164,160.00	2,900,113.87	8,264,046.13	6,383,559.86	1,880,486.27	8,200.00	
2022	101	303	7300	1,600,000.00	1,600,000.00	259,720.04	1,340,279.96	847,669.82	492,610.14	.00	
2022	101	303	7400	146,790.00	146,790.00	15,943.32	130,846.68	43,877.86	86,968.82	.00	
2022	101	303	7500	3,728,970.00	3,728,970.00	924,435.82	2,804,534.18	.00	2,804,534.18	.00	
DIVISION TOTALS:				25,655,490.00	25,655,490.00	6,326,170.25	19,329,319.75	7,275,107.54	12,054,212.21	8,200.00	
304 Water Works, Div Of Distribution											
2022	101	304	7100	8,225,900.00	8,225,900.00	2,133,175.31	6,092,724.69	.00	6,092,724.69	.00	
2022	101	304	7200	4,353,500.00	4,353,500.00	418,467.20	3,935,032.80	2,703,423.49	1,231,609.31	500,000.00	
2022	101	304	7300	2,385,050.00	2,385,050.00	752,142.35	1,632,907.65	446,361.33	1,186,546.32	34,386.31	
2022	101	304	7400	40,000.00	40,000.00	7,877.27	32,122.73	21,544.16	10,578.57	2,000.00	
2022	101	304	7500	3,634,200.00	3,634,200.00	974,310.38	2,659,889.62	.00	2,659,889.62	.00	
DIVISION TOTALS:				18,638,650.00	18,638,650.00	4,285,972.51	14,352,677.49	3,171,328.98	11,181,348.51	536,386.31	

101 305
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
305 Div Of Wtr Quality & Treatment											
2022	101	305	7100	3,067,210.00	3,067,210.00	835,618.19	2,231,591.81	.00	2,231,591.81	.00	
2022	101	305	7200	767,520.00	767,520.00	55,899.91	711,620.09	178,892.76	532,727.33	.00	
2022	101	305	7300	4,894,020.00	4,894,020.00	1,119,053.21	3,774,966.79	196,747.22	3,578,219.57	.00	
2022	101	305	7400	94,050.00	94,050.00	54,913.60	39,136.40	4,170.20	34,966.20	.00	
2022	101	305	7500	1,163,170.00	1,163,170.00	353,822.17	809,347.83	.00	809,347.83	.00	
DIVISION TOTALS:				9,985,970.00	9,985,970.00	2,419,307.08	7,566,662.92	379,810.18	7,186,852.74	.00	
306 Water Works, Div Of Engineering											
2022	101	306	7100	4,415,940.00	4,415,940.00	578,493.92	3,837,446.08	.00	3,837,446.08	.00	
2022	101	306	7200	952,850.00	952,850.00	252,943.60	699,906.40	40,000.00	659,906.40	.00	
2022	101	306	7300	112,700.00	112,700.00	20,989.98	91,710.02	18,437.93	73,272.09	2,000.00	
2022	101	306	7400	139,900.00	139,900.00	1,916.95	137,983.05	865.58	137,117.47	1,000.00	
2022	101	306	7500	1,714,970.00	1,714,970.00	349,122.38	1,365,847.62	.00	1,365,847.62	.00	
DIVISION TOTALS:				7,336,360.00	7,336,360.00	1,203,466.83	6,132,893.17	59,303.51	6,073,589.66	3,000.00	
307 Water Works, Div Of Info Tech											
2022	101	307	7100	4,062,120.00	4,062,120.00	1,052,839.35	3,009,280.65	.00	3,009,280.65	.00	
2022	101	307	7200	2,172,970.00	2,172,970.00	100,829.64	2,072,140.36	258,378.41	1,813,761.95	.00	
2022	101	307	7300	61,880.00	61,880.00	1,708.28	60,171.72	8,390.90	51,780.82	.00	
2022	101	307	7400	2,791,170.00	2,791,170.00	120,090.31	2,671,079.69	131,471.46	2,539,608.23	.00	
2022	101	307	7500	1,357,480.00	1,357,480.00	362,917.99	994,562.01	.00	994,562.01	.00	
DIVISION TOTALS:				10,445,620.00	10,445,620.00	1,638,385.57	8,807,234.43	398,240.77	8,408,993.66	.00	
309 Water Works Debt Service											
2022	101	309	7700	44,900,000.00	44,900,000.00	12,953,285.88	31,946,714.12	.00	31,946,714.12	.00	
DIVISION TOTALS:				44,900,000.00	44,900,000.00	12,953,285.88	31,946,714.12	.00	31,946,714.12	.00	
DEPARTMENT TOTALS:				143,384,310.00	143,384,310.00	34,849,095.90	108,535,214.10	15,057,440.95	93,477,773.15	550,586.31	
PERCENT EXPENDED:				24.3	PERCENT EXPENDED AND ENCUMBERED:						34.8
910 Employee Benefits											
911 Contribution To City Pension											
2022	101	911	7500	512,450.00	512,450.00	.00	512,450.00	.00	512,450.00	.00	
2022	101	911	7700	332,610.00	332,610.00	.00	332,610.00	.00	332,610.00	.00	
DIVISION TOTALS:				845,060.00	845,060.00	.00	845,060.00	.00	845,060.00	.00	
919 Public Employee Assistance											
2022	101	919	7500	44,000.00	44,000.00	.00	44,000.00	.00	44,000.00	.00	
DIVISION TOTALS:				44,000.00	44,000.00	.00	44,000.00	.00	44,000.00	.00	
DEPARTMENT TOTALS:				889,060.00	889,060.00	.00	889,060.00	.00	889,060.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	101	921	7500	686,890.00	686,890.00	561,563.69	125,326.31	.00	125,326.31	.00	
DIVISION TOTALS:				686,890.00	686,890.00	561,563.69	125,326.31	.00	125,326.31	.00	
DEPARTMENT TOTALS:				686,890.00	686,890.00	561,563.69	125,326.31	.00	125,326.31	.00	
PERCENT EXPENDED:				81.8	PERCENT EXPENDED AND ENCUMBERED:						81.8

101 944
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2022	101	944	7200	3,772,150.00	3,772,150.00	3,371,319.69	400,830.31	.00	400,830.31	.00
DIVISION TOTALS:				3,772,150.00	3,772,150.00	3,371,319.69	400,830.31	.00	400,830.31	.00
DEPARTMENT TOTALS:				3,772,150.00	3,772,150.00	3,371,319.69	400,830.31	.00	400,830.31	.00
PERCENT EXPENDED:				89.4	PERCENT EXPENDED AND ENCUMBERED:					
								89.4		
102 Parking System Facilities FUND										
130 Department Of Finance										
134 Finance, Treasury										
2022	102	134	7100	18,700.00	18,700.00	.00	18,700.00	.00	18,700.00	.00
2022	102	134	7200	27,500.00	27,500.00	2,000.22	25,499.78	21,499.78	4,000.00	.00
2022	102	134	7500	8,840.00	8,840.00	.00	8,840.00	.00	8,840.00	.00
DIVISION TOTALS:				55,040.00	55,040.00	2,000.22	53,039.78	21,499.78	31,540.00	.00
DEPARTMENT TOTALS:				55,040.00	55,040.00	2,000.22	53,039.78	21,499.78	31,540.00	.00
PERCENT EXPENDED:				3.6	PERCENT EXPENDED AND ENCUMBERED:					
								42.7		
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2022	102	248	7100	349,160.00	349,160.00	97,777.54	251,382.46	.00	251,382.46	.00
2022	102	248	7200	3,341,210.00	3,341,210.00	657,221.39	2,683,988.61	2,254,087.31	429,901.30	.00
2022	102	248	7300	36,470.00	36,470.00	1,725.37	34,744.63	72.00	34,672.63	.00
2022	102	248	7400	1,394,090.00	1,394,090.00	53,635.11	1,340,454.89	94,014.89	1,246,440.00	.00
2022	102	248	7500	108,600.00	108,600.00	43,149.98	65,450.02	.00	65,450.02	.00
2022	102	248	7700	2,184,090.00	2,184,090.00	.00	2,184,090.00	.00	2,184,090.00	.00
DIVISION TOTALS:				7,413,620.00	7,413,620.00	853,509.39	6,560,110.61	2,348,174.20	4,211,936.41	.00
DEPARTMENT TOTALS:				7,413,620.00	7,413,620.00	853,509.39	6,560,110.61	2,348,174.20	4,211,936.41	.00
PERCENT EXPENDED:				11.5	PERCENT EXPENDED AND ENCUMBERED:					
								43.2		
910 Employee Benefits										
911 Contribution To City Pension										
2022	102	911	7500	12,670.00	12,670.00	.00	12,670.00	.00	12,670.00	.00
2022	102	911	7700	34,850.00	34,850.00	.00	34,850.00	.00	34,850.00	.00
DIVISION TOTALS:				47,520.00	47,520.00	.00	47,520.00	.00	47,520.00	.00
919 Public Employee Assistance										
2022	102	919	7500	2,700.00	2,700.00	.00	2,700.00	.00	2,700.00	.00
DIVISION TOTALS:				2,700.00	2,700.00	.00	2,700.00	.00	2,700.00	.00
DEPARTMENT TOTALS:				50,220.00	50,220.00	.00	50,220.00	.00	50,220.00	.00
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:					
								.0		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2022	102	921	7500	7,020.00	7,020.00	5,877.04	1,142.96	.00	1,142.96	.00
DIVISION TOTALS:				7,020.00	7,020.00	5,877.04	1,142.96	.00	1,142.96	.00
DEPARTMENT TOTALS:				7,020.00	7,020.00	5,877.04	1,142.96	.00	1,142.96	.00
PERCENT EXPENDED:				83.7	PERCENT EXPENDED AND ENCUMBERED:					
								83.7		

102 944
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

PGM ID: CFSFA104
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	102	944	7200	38,630.00	38,630.00	35,282.51	3,347.49	.00	3,347.49	.00	
DIVISION TOTALS:				38,630.00	38,630.00	35,282.51	3,347.49	.00	3,347.49	.00	
DEPARTMENT TOTALS:				38,630.00	38,630.00	35,282.51	3,347.49	.00	3,347.49	.00	
PERCENT EXPENDED:				91.3	PERCENT EXPENDED AND ENCUMBERED:						91.3
960 Miscellaneous Accounts (Cont)											
966 Cincinnati Music Hall											
2022	102	966	7400	100,000.00	100,000.00	25,000.00	75,000.00	75,000.00	.00	.00	
DIVISION TOTALS:				100,000.00	100,000.00	25,000.00	75,000.00	75,000.00	.00	.00	
DEPARTMENT TOTALS:				100,000.00	100,000.00	25,000.00	75,000.00	75,000.00	.00	.00	
PERCENT EXPENDED:				25.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
103 Convention-Exposition Center FUND											
240 Dept. Of Enterprise Services											
243 Duke Energy Center											
2022	103	243	7100	69,420.00	69,420.00	16,177.03	53,242.97	.00	53,242.97	.00	
2022	103	243	7200	8,935,110.00	8,861,029.00	2,604,619.00	6,256,410.00	1,423,575.64	4,832,834.36	.00	
2022	103	243	7300	.00	74,081.00	.00	74,081.00	74,081.00	.00	.00	
2022	103	243	7400	323,980.00	323,980.00	.00	323,980.00	.00	323,980.00	.00	
2022	103	243	7500	40,340.00	40,340.00	5,581.76	34,758.24	.00	34,758.24	.00	
2022	103	243	7700	306,320.00	306,320.00	.00	306,320.00	.00	306,320.00	.00	
DIVISION TOTALS:				9,675,170.00	9,675,170.00	2,626,377.79	7,048,792.21	1,497,656.64	5,551,135.57	.00	
DEPARTMENT TOTALS:				9,675,170.00	9,675,170.00	2,626,377.79	7,048,792.21	1,497,656.64	5,551,135.57	.00	
PERCENT EXPENDED:				27.1	PERCENT EXPENDED AND ENCUMBERED:						42.6
990 Reserve For Contingencies											
990 Reserve For Contingencies											
2022	103	990	7200	300,000.00	300,000.00	.00	300,000.00	.00	300,000.00	.00	
DIVISION TOTALS:				300,000.00	300,000.00	.00	300,000.00	.00	300,000.00	.00	
DEPARTMENT TOTALS:				300,000.00	300,000.00	.00	300,000.00	.00	300,000.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
104 General Aviation FUND											
230 Dept Of Transportation & Engin											
234 Div Of Aviation											
2022	104	234	7100	869,140.00	869,140.00	225,330.45	643,809.55	.00	643,809.55	.00	
2022	104	234	7200	498,290.00	498,290.00	116,491.64	381,798.36	98,786.13	283,012.23	33,200.00	
2022	104	234	7300	110,430.00	110,430.00	15,702.16	94,727.84	14,928.16	79,799.68	.00	
2022	104	234	7400	241,670.00	241,670.00	193.61	241,476.39	2,744.39	238,732.00	.00	
2022	104	234	7500	357,010.00	357,010.00	93,164.77	263,845.23	.00	263,845.23	.00	
2022	104	234	7700	51,270.00	51,270.00	.00	51,270.00	.00	51,270.00	.00	
DIVISION TOTALS:				2,127,810.00	2,127,810.00	450,882.63	1,676,927.37	116,458.68	1,560,468.69	33,200.00	
DEPARTMENT TOTALS:				2,127,810.00	2,127,810.00	450,882.63	1,676,927.37	116,458.68	1,560,468.69	33,200.00	
PERCENT EXPENDED:				21.2	PERCENT EXPENDED AND ENCUMBERED:						26.7

104 911
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
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 AS OF 10 / 31 / 2021

PGM ID: CFSFA104
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
910 Employee Benefits											
911 Contribution To City Pension											
2022	104	911	7500	7,480.00	7,480.00	.00	7,480.00	.00	7,480.00	.00	
DIVISION TOTALS:				7,480.00	7,480.00	.00	7,480.00	.00	7,480.00	.00	
919 Public Employee Assistance											
2022	104	919	7500	1,000.00	1,000.00	.00	1,000.00	.00	1,000.00	.00	
DIVISION TOTALS:				1,000.00	1,000.00	.00	1,000.00	.00	1,000.00	.00	
DEPARTMENT TOTALS:				8,480.00	8,480.00	.00	8,480.00	.00	8,480.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	104	921	7500	13,870.00	13,870.00	12,824.03	1,045.97	.00	1,045.97	.00	
DIVISION TOTALS:				13,870.00	13,870.00	12,824.03	1,045.97	.00	1,045.97	.00	
DEPARTMENT TOTALS:				13,870.00	13,870.00	12,824.03	1,045.97	.00	1,045.97	.00	
PERCENT EXPENDED:				92.5	PERCENT EXPENDED AND ENCUMBERED:						92.5
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	104	944	7200	76,040.00	76,040.00	76,040.00	.00	.00	.00	.00	
DIVISION TOTALS:				76,040.00	76,040.00	76,040.00	.00	.00	.00	.00	
DEPARTMENT TOTALS:				76,040.00	76,040.00	76,040.00	.00	.00	.00	.00	
PERCENT EXPENDED:				100.0	PERCENT EXPENDED AND ENCUMBERED:						100.0
105 Municipal Golf FUND											
190 Dept Of Public Recreation											
195 Recreation Golf											
2022	105	195	7100	159,800.00	159,800.00	24,465.38	135,334.62	.00	135,334.62	.00	
2022	105	195	7200	4,665,150.00	4,665,150.00	1,714,308.14	2,950,841.86	478,897.02	2,471,944.84	.00	
2022	105	195	7300	144,030.00	144,030.00	56,855.70	87,174.30	.00	87,174.30	.00	
2022	105	195	7400	90,840.00	90,840.00	6,685.55	84,154.45	25,314.45	58,840.00	.00	
2022	105	195	7500	54,940.00	54,940.00	7,299.71	47,640.29	.00	47,640.29	.00	
2022	105	195	7700	325,630.00	325,630.00	.00	325,630.00	.00	325,630.00	.00	
DIVISION TOTALS:				5,440,390.00	5,440,390.00	1,809,614.48	3,630,775.52	504,211.47	3,126,564.05	.00	
199 Recreation Administration											
2022	105	199	7100	60,150.00	60,150.00	.00	60,150.00	.00	60,150.00	.00	
2022	105	199	7500	20,120.00	20,120.00	.00	20,120.00	.00	20,120.00	.00	
DIVISION TOTALS:				80,270.00	80,270.00	.00	80,270.00	.00	80,270.00	.00	
DEPARTMENT TOTALS:				5,520,660.00	5,520,660.00	1,809,614.48	3,711,045.52	504,211.47	3,206,834.05	.00	
PERCENT EXPENDED:				32.8	PERCENT EXPENDED AND ENCUMBERED:						41.9
910 Employee Benefits											
919 Public Employee Assistance											
2022	105	919	7500	300.00	300.00	.00	300.00	.00	300.00	.00	
DIVISION TOTALS:				300.00	300.00	.00	300.00	.00	300.00	.00	
DEPARTMENT TOTALS:				300.00	300.00	.00	300.00	.00	300.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

105 921
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	105	921	7500	3,250.00	3,250.00	2,375.68	874.32	.00	874.32	.00	
DIVISION TOTALS:				3,250.00	3,250.00	2,375.68	874.32	.00	874.32	.00	
DEPARTMENT TOTALS:				3,250.00	3,250.00	2,375.68	874.32	.00	874.32	.00	
PERCENT EXPENDED:				73.1	PERCENT EXPENDED AND ENCUMBERED:						73.1
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	105	944	7200	17,590.00	17,590.00	14,262.28	3,327.72	.00	3,327.72	.00	
DIVISION TOTALS:				17,590.00	17,590.00	14,262.28	3,327.72	.00	3,327.72	.00	
DEPARTMENT TOTALS:				17,590.00	17,590.00	14,262.28	3,327.72	.00	3,327.72	.00	
PERCENT EXPENDED:				81.1	PERCENT EXPENDED AND ENCUMBERED:						81.1
107 Stormwater Management FUND											
100 Office Of The City Manager											
104 Office Of Environment & Sustainability											
2022	107	104	7200	1,036,310.00	1,036,310.00	605,608.53	430,701.47	430,701.47	.00	.00	
DIVISION TOTALS:				1,036,310.00	1,036,310.00	605,608.53	430,701.47	430,701.47	.00	.00	
DEPARTMENT TOTALS:				1,036,310.00	1,036,310.00	605,608.53	430,701.47	430,701.47	.00	.00	
PERCENT EXPENDED:				58.4	PERCENT EXPENDED AND ENCUMBERED:						100.0
190 Dept Of Public Recreation											
194 Recreation Maintenance											
2022	107	194	7100	767,390.00	767,390.00	161,847.50	605,542.50	.00	605,542.50	.00	
2022	107	194	7500	275,800.00	275,800.00	68,950.00	206,850.00	.00	206,850.00	.00	
DIVISION TOTALS:				1,043,190.00	1,043,190.00	230,797.50	812,392.50	.00	812,392.50	.00	
DEPARTMENT TOTALS:				1,043,190.00	1,043,190.00	230,797.50	812,392.50	.00	812,392.50	.00	
PERCENT EXPENDED:				22.1	PERCENT EXPENDED AND ENCUMBERED:						22.1
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2022	107	202	7100	1,326,960.00	1,326,960.00	.00	1,326,960.00	.00	1,326,960.00	.00	
2022	107	202	7300	16,130.00	16,130.00	.00	16,130.00	.00	16,130.00	.00	
2022	107	202	7500	591,930.00	591,930.00	.00	591,930.00	.00	591,930.00	.00	
DIVISION TOTALS:				1,935,020.00	1,935,020.00	.00	1,935,020.00	.00	1,935,020.00	.00	
DEPARTMENT TOTALS:				1,935,020.00	1,935,020.00	.00	1,935,020.00	.00	1,935,020.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

107 212
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
210 Dept Of Bldgs & Inspections											
212 Bldg & Inspections, Licenses & Permits											
2022	107	212	7100	562,910.00	562,910.00	88,553.80	474,356.20	.00	474,356.20	.00	
2022	107	212	7200	498,610.00	498,610.00	20,407.29	478,202.71	71,591.26	406,611.45	.00	
2022	107	212	7300	18,160.00	18,160.00	2,577.56	15,582.44	281.52	15,300.92	.00	
2022	107	212	7400	15,250.00	15,250.00	435.91	14,814.09	564.09	14,250.00	.00	
2022	107	212	7500	277,740.00	277,740.00	43,849.82	233,890.18	.00	233,890.18	.00	
DIVISION TOTALS:				1,372,670.00	1,372,670.00	155,824.38	1,216,845.62	72,436.87	1,144,408.75	.00	
DEPARTMENT TOTALS:				1,372,670.00	1,372,670.00	155,824.38	1,216,845.62	72,436.87	1,144,408.75	.00	
PERCENT EXPENDED:				11.4	PERCENT EXPENDED AND ENCUMBERED:						16.6
250 Dept Of Public Services											
253 Div Of Neighborhood Operations											
2022	107	253	7100	3,508,050.00	3,508,050.00	881,443.46	2,626,606.54	.00	2,626,606.54	.00	
2022	107	253	7200	1,852,100.00	1,852,100.00	514,943.53	1,337,156.47	720,675.29	616,481.18	.00	
2022	107	253	7300	325,120.00	325,120.00	133,820.32	191,299.68	15,967.42	175,332.26	.00	
2022	107	253	7400	205,330.00	205,330.00	3,109.56	202,220.44	906.85	201,313.59	.00	
2022	107	253	7500	1,479,060.00	1,479,060.00	302,651.05	1,176,408.95	.00	1,176,408.95	.00	
DIVISION TOTALS:				7,369,660.00	7,369,660.00	1,835,967.92	5,533,692.08	737,549.56	4,796,142.52	.00	
DEPARTMENT TOTALS:				7,369,660.00	7,369,660.00	1,835,967.92	5,533,692.08	737,549.56	4,796,142.52	.00	
PERCENT EXPENDED:				24.9	PERCENT EXPENDED AND ENCUMBERED:						34.9
310 Open											
311 Stormwater Management Utility											
2022	107	311	7100	2,997,080.00	2,997,080.00	704,449.83	2,292,630.17	.00	2,292,630.17	.00	
2022	107	311	7200	5,256,540.00	5,256,540.00	527,920.02	4,728,619.98	1,184,443.15	3,544,176.83	.00	
2022	107	311	7300	366,610.00	366,610.00	50,528.33	316,081.67	23,788.53	292,293.14	2,000.00	
2022	107	311	7400	638,510.00	678,510.00	400,560.02	277,949.98	9,185.31	268,764.67	1,000.00	
2022	107	311	7500	1,157,830.00	1,157,830.00	309,342.68	848,487.32	.00	848,487.32	.00	
2022	107	311	7600	190,000.00	190,000.00	.00	190,000.00	44,612.00	145,388.00	.00	
2022	107	311	7700	1,691,190.00	1,691,190.00	.00	1,691,190.00	.00	1,691,190.00	.00	
DIVISION TOTALS:				12,297,760.00	12,337,760.00	1,992,800.88	10,344,959.12	1,262,028.99	9,082,930.13	3,000.00	
DEPARTMENT TOTALS:				12,297,760.00	12,337,760.00	1,992,800.88	10,344,959.12	1,262,028.99	9,082,930.13	3,000.00	
PERCENT EXPENDED:				16.2	PERCENT EXPENDED AND ENCUMBERED:						26.4
910 Employee Benefits											
911 Contribution To City Pension											
2022	107	911	7500	44,050.00	44,050.00	.00	44,050.00	.00	44,050.00	.00	
2022	107	911	7700	8,290.00	8,290.00	.00	8,290.00	.00	8,290.00	.00	
DIVISION TOTALS:				52,340.00	52,340.00	.00	52,340.00	.00	52,340.00	.00	
919 Public Employee Assistance											
2022	107	919	7500	7,000.00	7,000.00	.00	7,000.00	.00	7,000.00	.00	
DIVISION TOTALS:				7,000.00	7,000.00	.00	7,000.00	.00	7,000.00	.00	
DEPARTMENT TOTALS:				59,340.00	59,340.00	.00	59,340.00	.00	59,340.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	107	921	7500	152,290.00	152,290.00	124,385.33	27,904.67	.00	27,904.67	.00	
DIVISION TOTALS:				152,290.00	152,290.00	124,385.33	27,904.67	.00	27,904.67	.00	
DEPARTMENT TOTALS:				152,290.00	152,290.00	124,385.33	27,904.67	.00	27,904.67	.00	
PERCENT EXPENDED:				81.7	PERCENT EXPENDED AND ENCUMBERED:						81.7
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	107	944	7200	832,940.00	832,940.00	746,741.14	86,198.86	.00	86,198.86	.00	
DIVISION TOTALS:				832,940.00	832,940.00	746,741.14	86,198.86	.00	86,198.86	.00	
DEPARTMENT TOTALS:				832,940.00	832,940.00	746,741.14	86,198.86	.00	86,198.86	.00	
PERCENT EXPENDED:				89.7	PERCENT EXPENDED AND ENCUMBERED:						89.7
151 Bond Retirement - City FUND											
130 Department Of Finance											
131 Finance, Office Of Director											
2022	151	131	7100	39,280.00	39,280.00	10,417.31	28,862.69	.00	28,862.69	.00	
2022	151	131	7500	14,690.00	14,690.00	3,594.41	11,095.59	.00	11,095.59	.00	
DIVISION TOTALS:				53,970.00	53,970.00	14,011.72	39,958.28	.00	39,958.28	.00	
134 Finance, Treasury											
2022	151	134	7100	260,920.00	260,920.00	28,875.53	232,044.47	.00	232,044.47	.00	
2022	151	134	7200	3,262,030.00	3,262,030.00	267,429.08	2,994,600.92	177,500.00	2,817,100.92	.00	
2022	151	134	7300	18,610.00	18,610.00	.00	18,610.00	.00	18,610.00	.00	
2022	151	134	7400	155,740.00	155,740.00	174.75	155,565.25	.00	155,565.25	.00	
2022	151	134	7500	106,620.00	106,620.00	9,791.73	96,828.27	.00	96,828.27	.00	
2022	151	134	7700	180,341,590.00	180,341,590.00	11,996,639.72	168,344,950.28	.00	168,344,950.28	.00	
DIVISION TOTALS:				184,145,510.00	184,145,510.00	12,302,910.81	171,842,599.19	177,500.00	171,665,099.19	.00	
DEPARTMENT TOTALS:				184,199,480.00	184,199,480.00	12,316,922.53	171,882,557.47	177,500.00	171,705,057.47	.00	
PERCENT EXPENDED:				6.7	PERCENT EXPENDED AND ENCUMBERED:						6.8
910 Employee Benefits											
919 Public Employee Assistance											
2022	151	919	7500	300.00	300.00	.00	300.00	.00	300.00	.00	
DIVISION TOTALS:				300.00	300.00	.00	300.00	.00	300.00	.00	
DEPARTMENT TOTALS:				300.00	300.00	.00	300.00	.00	300.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	151	921	7500	4,010.00	4,010.00	2,971.29	1,038.71	.00	1,038.71	.00	
DIVISION TOTALS:				4,010.00	4,010.00	2,971.29	1,038.71	.00	1,038.71	.00	
DEPARTMENT TOTALS:				4,010.00	4,010.00	2,971.29	1,038.71	.00	1,038.71	.00	
PERCENT EXPENDED:				74.1	PERCENT EXPENDED AND ENCUMBERED:						74.1

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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
301 Street Const Maintenance & Rep FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2022	301	202	7100	254,460.00	254,460.00	73,029.32	181,430.68	.00	181,430.68	.00
2022	301	202	7200	23,430.00	23,430.00	1,920.00	21,510.00	14,816.00	6,694.00	.00
2022	301	202	7300	52,170.00	52,170.00	7,003.00	45,167.00	30,918.09	14,248.91	.00
2022	301	202	7400	1,020.00	1,020.00	.00	1,020.00	.00	1,020.00	.00
2022	301	202	7500	73,010.00	73,010.00	15,220.56	57,789.44	.00	57,789.44	.00
DIVISION TOTALS:				404,090.00	404,090.00	97,172.88	306,917.12	45,734.09	261,183.03	.00
DEPARTMENT TOTALS:				404,090.00	404,090.00	97,172.88	306,917.12	45,734.09	261,183.03	.00
PERCENT EXPENDED: 24.0				PERCENT EXPENDED AND ENCUMBERED: 35.4						
230 Dept Of Transportation & Engin										
238 Division of Traffic Services										
2022	301	238	7100	43,490.00	43,490.00	11,740.21	31,749.79	.00	31,749.79	.00
2022	301	238	7200	41,540.00	216,540.00	55,369.42	161,170.58	158,521.61	2,648.97	.00
2022	301	238	7300	823,110.00	544,110.00	105,510.52	438,599.48	164,290.61	274,308.87	.00
2022	301	238	7400	10,280.00	114,280.00	48,170.61	66,109.39	23,810.05	42,299.34	.00
2022	301	238	7500	15,600.00	15,600.00	405.03	15,194.97	.00	15,194.97	.00
DIVISION TOTALS:				934,020.00	934,020.00	221,195.79	712,824.21	346,622.27	366,201.94	.00
DEPARTMENT TOTALS:				484,560.00	484,560.00	111,323.25	373,236.75	188,676.75	184,560.00	.00
PERCENT EXPENDED: 23.4				PERCENT EXPENDED AND ENCUMBERED: 61.2						
250 Dept Of Public Services										
252 Traffic And Road Operations										
2022	301	252	7100	3,887,330.00	3,887,330.00	821,579.93	3,065,750.07	.00	3,065,750.07	.00
2022	301	252	7200	1,987,190.00	1,987,190.00	305,337.37	1,681,852.63	275,536.48	1,406,316.15	.00
2022	301	252	7300	2,582,200.00	2,582,200.00	254,106.88	2,328,093.12	322,956.36	2,005,136.76	.00
2022	301	252	7400	98,540.00	98,540.00	10,844.26	87,695.74	2,219.61	85,476.13	.00
2022	301	252	7500	1,751,850.00	1,751,850.00	421,050.83	1,330,799.17	.00	1,330,799.17	.00
DIVISION TOTALS:				10,307,110.00	10,307,110.00	1,812,919.27	8,494,190.73	600,712.45	7,893,478.28	.00
253 Div Of Neighborhood Operations										
2022	301	253	7100	2,291,980.00	2,291,980.00	527,568.09	1,764,411.91	.00	1,764,411.91	.00
2022	301	253	7200	502,560.00	502,560.00	213,767.03	288,792.97	259,316.87	29,476.10	.00
2022	301	253	7300	137,110.00	137,110.00	26,992.83	110,117.17	10,178.91	99,938.26	.00
2022	301	253	7400	38,020.00	38,020.00	2,320.93	35,699.07	663.57	35,035.50	.00
2022	301	253	7500	983,180.00	983,180.00	235,557.86	747,622.14	.00	747,622.14	.00
DIVISION TOTALS:				3,952,850.00	3,952,850.00	1,006,206.74	2,946,643.26	270,159.35	2,676,483.91	.00
DEPARTMENT TOTALS:				14,259,960.00	14,259,960.00	2,819,126.01	11,440,833.99	870,871.80	10,569,962.19	.00
PERCENT EXPENDED: 19.8				PERCENT EXPENDED AND ENCUMBERED: 25.9						
910 Employee Benefits										
911 Contribution To City Pension										
2022	301	911	7500	84,810.00	84,810.00	.00	84,810.00	.00	84,810.00	.00
DIVISION TOTALS:				84,810.00	84,810.00	.00	84,810.00	.00	84,810.00	.00

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
919 Public Employee Assistance											
2022	301	919	7500	7,800.00	7,800.00	.00	7,800.00	.00	7,800.00	.00	
DIVISION TOTALS:				7,800.00	7,800.00	.00	7,800.00	.00	7,800.00	.00	
DEPARTMENT TOTALS:				92,610.00	92,610.00	.00	92,610.00	.00	92,610.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	301	921	7500	105,960.00	105,960.00	86,713.19	19,246.81	.00	19,246.81	.00	
DIVISION TOTALS:				105,960.00	105,960.00	86,713.19	19,246.81	.00	19,246.81	.00	
DEPARTMENT TOTALS:				105,960.00	105,960.00	86,713.19	19,246.81	.00	19,246.81	.00	
PERCENT EXPENDED:				81.8	PERCENT EXPENDED AND ENCUMBERED:						81.8
302 Income Tax Infrastructure FUND											
090 Enterprise Technology Solution											
092 ETS-CAGIS											
2022	302	092	7200	893,120.00	893,120.00	446,561.50	446,558.50	.00	446,558.50	.00	
DIVISION TOTALS:				893,120.00	893,120.00	446,561.50	446,558.50	.00	446,558.50	.00	
DEPARTMENT TOTALS:				893,120.00	893,120.00	446,561.50	446,558.50	.00	446,558.50	.00	
PERCENT EXPENDED:				50.0	PERCENT EXPENDED AND ENCUMBERED:						50.0
100 Office Of The City Manager											
102 Office Of Budget & Evaluation											
2022	302	102	7100	140,660.00	140,660.00	.00	140,660.00	.00	140,660.00	.00	
2022	302	102	7200	4,110.00	4,110.00	102.00	4,008.00	.00	4,008.00	.00	
2022	302	102	7300	1,120.00	1,120.00	.00	1,120.00	.00	1,120.00	.00	
2022	302	102	7400	990.00	990.00	60.60	929.40	239.40	690.00	.00	
2022	302	102	7500	48,880.00	48,880.00	.00	48,880.00	.00	48,880.00	.00	
DIVISION TOTALS:				195,760.00	195,760.00	162.60	195,597.40	239.40	195,358.00	.00	
107 Procurement											
2022	302	107	7100	175,660.00	175,660.00	18,334.02	157,325.98	.00	157,325.98	.00	
2022	302	107	7500	71,250.00	71,250.00	5,965.76	65,284.24	.00	65,284.24	.00	
DIVISION TOTALS:				246,910.00	246,910.00	24,299.78	222,610.22	.00	222,610.22	.00	
DEPARTMENT TOTALS:				442,670.00	442,670.00	24,462.38	418,207.62	239.40	417,968.22	.00	
PERCENT EXPENDED:				5.5	PERCENT EXPENDED AND ENCUMBERED:						5.6
110 Department Of Law											
111 Civil											
2022	302	111	7100	89,490.00	89,490.00	48,626.50	40,863.50	.00	40,863.50	.00	
2022	302	111	7200	4,090.00	4,090.00	848.43	3,241.57	.00	3,241.57	.00	
2022	302	111	7300	800.00	800.00	.00	800.00	.00	800.00	.00	
2022	302	111	7400	1,930.00	1,930.00	.00	1,930.00	.00	1,930.00	.00	
2022	302	111	7500	16,520.00	16,520.00	16,136.65	383.35	.00	383.35	.00	
DIVISION TOTALS:				112,830.00	112,830.00	65,611.58	47,218.42	.00	47,218.42	.00	
DEPARTMENT TOTALS:				112,830.00	112,830.00	65,611.58	47,218.42	.00	47,218.42	.00	
PERCENT EXPENDED:				58.2	PERCENT EXPENDED AND ENCUMBERED:						58.2

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
120 Department Of Human Resources											
121 Department Of Human Resources											
2022	302	121	7100	236,480.00	236,480.00	74,159.63	162,320.37	.00	162,320.37	.00	
2022	302	121	7500	92,380.00	92,380.00	31,374.95	61,005.05	.00	61,005.05	.00	
DIVISION TOTALS:				328,860.00	328,860.00	105,534.58	223,325.42	.00	223,325.42	.00	
DEPARTMENT TOTALS:				328,860.00	328,860.00	105,534.58	223,325.42	.00	223,325.42	.00	
PERCENT EXPENDED:				32.1	PERCENT EXPENDED AND ENCUMBERED:						32.1
130 Department Of Finance											
133 Finance, Accounts & Audits											
2022	302	133	7100	169,300.00	169,300.00	48,931.26	120,368.74	.00	120,368.74	.00	
2022	302	133	7200	3,770.00	3,770.00	294.00	3,476.00	.00	3,476.00	.00	
2022	302	133	7500	58,300.00	58,300.00	20,303.78	37,996.22	.00	37,996.22	.00	
DIVISION TOTALS:				231,370.00	231,370.00	69,529.04	161,840.96	.00	161,840.96	.00	
137 Finance, Purchasing											
2022	302	137	7100	.00	.00	-687.53	687.53	.00	687.53	.00	
DIVISION TOTALS:				.00	.00	-687.53	687.53	.00	687.53	.00	
DEPARTMENT TOTALS:				231,370.00	231,370.00	68,841.51	162,528.49	.00	162,528.49	.00	
PERCENT EXPENDED:				29.8	PERCENT EXPENDED AND ENCUMBERED:						29.8
190 Dept Of Public Recreation											
194 Recreation Maintenance											
2022	302	194	7100	567,590.00	567,590.00	153,451.08	414,138.92	.00	414,138.92	.00	
2022	302	194	7200	37,430.00	37,430.00	.00	37,430.00	.00	37,430.00	.00	
2022	302	194	7300	143,320.00	143,320.00	.00	143,320.00	.00	143,320.00	.00	
2022	302	194	7500	249,650.00	249,650.00	72,128.63	177,521.37	.00	177,521.37	.00	
DIVISION TOTALS:				997,990.00	997,990.00	225,579.71	772,410.29	.00	772,410.29	.00	
DEPARTMENT TOTALS:				997,990.00	997,990.00	225,579.71	772,410.29	.00	772,410.29	.00	
PERCENT EXPENDED:				22.6	PERCENT EXPENDED AND ENCUMBERED:						22.6
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2022	302	202	7100	1,178,920.00	1,178,920.00	377,126.22	801,793.78	.00	801,793.78	.00	
2022	302	202	7300	6,590.00	6,590.00	.00	6,590.00	.00	6,590.00	.00	
2022	302	202	7400	5,060.00	5,060.00	.00	5,060.00	.00	5,060.00	.00	
2022	302	202	7500	457,340.00	457,340.00	145,794.77	311,545.23	.00	311,545.23	.00	
DIVISION TOTALS:				1,647,910.00	1,647,910.00	522,920.99	1,124,989.01	.00	1,124,989.01	.00	
203 Parks, Adm & Program Services											
2022	302	203	7100	43,820.00	43,820.00	15,792.80	28,027.20	.00	28,027.20	.00	
2022	302	203	7500	16,240.00	16,240.00	5,437.95	10,802.05	.00	10,802.05	.00	
DIVISION TOTALS:				60,060.00	60,060.00	21,230.75	38,829.25	.00	38,829.25	.00	
DEPARTMENT TOTALS:				1,707,970.00	1,707,970.00	544,151.74	1,163,818.26	.00	1,163,818.26	.00	
PERCENT EXPENDED:				31.9	PERCENT EXPENDED AND ENCUMBERED:						31.9

302 211
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2022	302	211	7100	43,580.00	43,580.00	8,145.89	35,434.11	.00	35,434.11	.00
2022	302	211	7500	18,790.00	18,790.00	2,889.14	15,900.86	.00	15,900.86	.00
DIVISION TOTALS:				62,370.00	62,370.00	11,035.03	51,334.97	.00	51,334.97	.00
DEPARTMENT TOTALS:				62,370.00	62,370.00	11,035.03	51,334.97	.00	51,334.97	.00
PERCENT EXPENDED:				17.7	PERCENT EXPENDED AND ENCUMBERED: 17.7					
230 Dept Of Transportation & Engin										
231 Trans & Eng, Director										
2022	302	231	7100	949,240.00	1,129,240.00	238,440.00	890,800.00	.00	890,800.00	.00
2022	302	231	7200	3,410.00	3,410.00	2,936.75	473.25	.00	473.25	.00
2022	302	231	7300	8,150.00	8,150.00	.00	8,150.00	.00	8,150.00	.00
2022	302	231	7400	11,990.00	11,990.00	.00	11,990.00	.00	11,990.00	.00
2022	302	231	7500	308,520.00	308,520.00	109,838.31	198,681.69	.00	198,681.69	.00
DIVISION TOTALS:				1,281,310.00	1,461,310.00	351,215.06	1,110,094.94	.00	1,110,094.94	.00
232 Div Of Transportation Planning										
2022	302	232	7100	1,154,310.00	1,154,310.00	408,158.99	746,151.01	.00	746,151.01	.00
2022	302	232	7200	47,330.00	40,330.00	13,561.13	26,768.87	4,063.39	22,705.48	.00
2022	302	232	7300	9,660.00	16,660.00	7,576.00	9,084.00	360.00	8,724.00	.00
2022	302	232	7400	100.00	100.00	85.16	14.84	.00	14.84	.00
2022	302	232	7500	394,620.00	394,620.00	141,660.51	252,959.49	.00	252,959.49	.00
DIVISION TOTALS:				1,606,020.00	1,606,020.00	571,041.79	1,034,978.21	4,423.39	1,030,554.82	.00
233 Division Of Engineering										
2022	302	233	7100	1,538,690.00	1,538,690.00	186,444.84	1,352,245.16	.00	1,352,245.16	.00
2022	302	233	7200	640,530.00	635,478.00	49,088.30	586,389.70	234,154.41	352,235.29	.00
2022	302	233	7300	79,830.00	79,830.00	11,382.47	68,447.53	993.03	67,454.50	.00
2022	302	233	7400	440.00	5,492.00	1,939.59	3,552.41	3,034.75	517.66	.00
2022	302	233	7500	432,050.00	432,050.00	90,664.98	341,385.02	.00	341,385.02	.00
DIVISION TOTALS:				2,691,540.00	2,691,540.00	339,520.18	2,352,019.82	238,182.19	2,113,837.63	.00
238 Division of Traffic Services										
2022	302	238	7100	2,097,820.00	2,097,820.00	620,339.85	1,477,480.15	.00	1,477,480.15	.00
2022	302	238	7200	153,660.00	53,660.00	40,790.20	12,869.80	.00	12,869.80	.00
2022	302	238	7300	152,810.00	152,810.00	1,234.35	151,575.65	119,764.45	31,811.20	.00
2022	302	238	7400	1,160.00	101,160.00	.00	101,160.00	68,000.00	33,160.00	.00
2022	302	238	7500	878,110.00	878,110.00	247,578.50	630,531.50	.00	630,531.50	.00
DIVISION TOTALS:				3,283,560.00	3,283,560.00	909,942.90	2,373,617.10	187,764.45	2,185,852.65	.00
239 Division Of Traffic Engineer										
2022	302	239	7100	1,463,530.00	1,463,530.00	354,838.43	1,108,691.57	.00	1,108,691.57	.00
2022	302	239	7200	136,940.00	136,940.00	15,077.73	121,862.27	.00	121,862.27	.00
2022	302	239	7300	7,310.00	7,310.00	1,910.15	5,399.85	3,261.01	2,138.84	.00
2022	302	239	7400	10,810.00	10,810.00	550.42	10,259.58	2,449.58	7,810.00	.00
2022	302	239	7500	456,690.00	456,690.00	147,266.72	309,423.28	.00	309,423.28	.00
DIVISION TOTALS:				2,075,280.00	2,075,280.00	519,643.45	1,555,636.55	5,710.59	1,549,925.96	.00
DEPARTMENT TOTALS:				10,937,710.00	11,117,710.00	2,691,363.38	8,426,346.62	436,080.62	7,990,266.00	.00
PERCENT EXPENDED:				24.2	PERCENT EXPENDED AND ENCUMBERED: 28.1					

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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
250 Dept Of Public Services											
251 Office Of The Director											
2022	302	251	7100	100,680.00	100,680.00	28,883.26	71,796.74	.00	71,796.74	.00	
2022	302	251	7200	35,830.00	35,830.00	2,077.04	33,752.96	4,812.10	28,940.86	.00	
2022	302	251	7300	11,800.00	11,800.00	1,178.09	10,621.91	2,000.00	8,621.91	.00	
2022	302	251	7400	3,580.00	3,580.00	633.19	2,946.81	1,966.81	980.00	.00	
2022	302	251	7500	39,360.00	39,360.00	12,782.06	26,577.94	.00	26,577.94	.00	
DIVISION TOTALS:				191,250.00	191,250.00	45,553.64	145,696.36	8,778.91	136,917.45	.00	
252 Traffic And Road Operations											
2022	302	252	7100	253,830.00	253,830.00	57,430.43	196,399.57	.00	196,399.57	.00	
2022	302	252	7200	435,380.00	435,380.00	84,883.97	350,496.03	.00	350,496.03	.00	
2022	302	252	7300	101,890.00	101,890.00	9,319.87	92,570.13	.00	92,570.13	.00	
2022	302	252	7400	7,630.00	7,630.00	.00	7,630.00	.00	7,630.00	.00	
2022	302	252	7500	123,780.00	123,780.00	29,820.83	93,959.17	.00	93,959.17	.00	
DIVISION TOTALS:				922,510.00	922,510.00	181,455.10	741,054.90	.00	741,054.90	.00	
255 Div Of City Facility Mgmt											
2022	302	255	7100	1,620,340.00	1,665,340.00	545,319.28	1,120,020.72	.00	1,120,020.72	.00	
2022	302	255	7200	861,370.00	861,370.00	119,830.08	741,539.92	553,724.27	187,815.65	7,104.00	
2022	302	255	7300	244,510.00	244,510.00	85,700.42	158,809.58	70,352.24	88,457.34	.00	
2022	302	255	7400	60,200.00	60,200.00	6,213.62	53,986.38	7,383.94	46,602.44	.00	
2022	302	255	7500	703,920.00	658,920.00	242,581.02	416,338.98	.00	416,338.98	.00	
DIVISION TOTALS:				3,490,340.00	3,490,340.00	999,644.42	2,490,695.58	631,460.45	1,859,235.13	7,104.00	
DEPARTMENT TOTALS:				4,604,100.00	4,604,100.00	1,226,653.16	3,377,446.84	640,239.36	2,737,207.48	7,104.00	
PERCENT EXPENDED:				26.6	PERCENT EXPENDED AND ENCUMBERED:						40.5
280											
281 Economic Inclusion											
2022	302	281	7100	218,600.00	218,600.00	10,317.56	208,282.44	.00	208,282.44	.00	
2022	302	281	7500	84,860.00	84,860.00	4,436.98	80,423.02	.00	80,423.02	.00	
DIVISION TOTALS:				303,460.00	303,460.00	14,754.54	288,705.46	.00	288,705.46	.00	
DEPARTMENT TOTALS:				303,460.00	303,460.00	14,754.54	288,705.46	.00	288,705.46	.00	
PERCENT EXPENDED:				4.9	PERCENT EXPENDED AND ENCUMBERED:						4.9
910 Employee Benefits											
911 Contribution To City Pension											
2022	302	911	7500	100,730.00	100,730.00	.00	100,730.00	.00	100,730.00	.00	
DIVISION TOTALS:				100,730.00	100,730.00	.00	100,730.00	.00	100,730.00	.00	
919 Public Employee Assistance											
2022	302	919	7500	14,000.00	14,000.00	.00	14,000.00	.00	14,000.00	.00	
DIVISION TOTALS:				14,000.00	14,000.00	.00	14,000.00	.00	14,000.00	.00	
DEPARTMENT TOTALS:				114,730.00	114,730.00	.00	114,730.00	.00	114,730.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	302	921	7500	189,650.00	189,650.00	160,745.10	28,904.90	.00	28,904.90	.00	
DIVISION TOTALS:				189,650.00	189,650.00	160,745.10	28,904.90	.00	28,904.90	.00	

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 DIVISION OF ACCOUNTS AND AUDITS
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
924 Lump Sum Payment											
2022	302	924	7100	300,000.00	300,000.00	.00	300,000.00	.00	300,000.00	.00	
DIVISION TOTALS:				300,000.00	300,000.00	.00	300,000.00	.00	300,000.00	.00	
DEPARTMENT TOTALS:				489,650.00	489,650.00	160,745.10	328,904.90	.00	328,904.90	.00	
PERCENT EXPENDED:				32.8	PERCENT EXPENDED AND ENCUMBERED:						32.8
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	302	944	7200	1,043,020.00	1,043,020.00	965,025.18	77,994.82	.00	77,994.82	.00	
DIVISION TOTALS:				1,043,020.00	1,043,020.00	965,025.18	77,994.82	.00	77,994.82	.00	
DEPARTMENT TOTALS:				1,043,020.00	1,043,020.00	965,025.18	77,994.82	.00	77,994.82	.00	
PERCENT EXPENDED:				92.5	PERCENT EXPENDED AND ENCUMBERED:						92.5
303 Parking Meter FUND											
130 Department Of Finance											
134 Finance, Treasury											
2022	303	134	7100	17,950.00	17,950.00	.00	17,950.00	.00	17,950.00	.00	
2022	303	134	7200	18,000.00	18,000.00	.00	18,000.00	.00	18,000.00	.00	
2022	303	134	7500	8,370.00	8,370.00	.00	8,370.00	.00	8,370.00	.00	
DIVISION TOTALS:				44,320.00	44,320.00	.00	44,320.00	.00	44,320.00	.00	
DEPARTMENT TOTALS:				44,320.00	44,320.00	.00	44,320.00	.00	44,320.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
240 Dept. Of Enterprise Services											
248 Div Of Parking Facilities											
2022	303	248	7100	1,726,920.00	1,726,920.00	407,124.80	1,319,795.20	.00	1,319,795.20	.00	
2022	303	248	7200	1,901,380.00	1,901,380.00	462,660.43	1,438,719.57	815,307.78	623,411.79	.00	
2022	303	248	7300	175,000.00	175,000.00	12,959.77	162,040.23	38,283.56	123,756.67	.00	
2022	303	248	7400	60,400.00	60,400.00	52,755.24	7,644.76	514.76	7,130.00	.00	
2022	303	248	7500	661,070.00	661,070.00	195,642.01	465,427.99	.00	465,427.99	.00	
DIVISION TOTALS:				4,524,770.00	4,524,770.00	1,131,142.25	3,393,627.75	854,106.10	2,539,521.65	.00	
DEPARTMENT TOTALS:				4,524,770.00	4,524,770.00	1,131,142.25	3,393,627.75	854,106.10	2,539,521.65	.00	
PERCENT EXPENDED:				25.0	PERCENT EXPENDED AND ENCUMBERED:						43.9
910 Employee Benefits											
911 Contribution To City Pension											
2022	303	911	7500	31,930.00	31,930.00	.00	31,930.00	.00	31,930.00	.00	
DIVISION TOTALS:				31,930.00	31,930.00	.00	31,930.00	.00	31,930.00	.00	
919 Public Employee Assistance											
2022	303	919	7500	2,300.00	2,300.00	.00	2,300.00	.00	2,300.00	.00	
DIVISION TOTALS:				2,300.00	2,300.00	.00	2,300.00	.00	2,300.00	.00	
DEPARTMENT TOTALS:				34,230.00	34,230.00	.00	34,230.00	.00	34,230.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

303 921
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	303	921	7500	25,900.00	25,900.00	23,716.99	2,183.01	.00	2,183.01	.00	
DIVISION TOTALS:				25,900.00	25,900.00	23,716.99	2,183.01	.00	2,183.01	.00	
DEPARTMENT TOTALS:				25,900.00	25,900.00	23,716.99	2,183.01	.00	2,183.01	.00	
PERCENT EXPENDED:				91.6	PERCENT EXPENDED AND ENCUMBERED:						91.6
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	303	944	7200	144,430.00	144,430.00	142,383.77	2,046.23	.00	2,046.23	.00	
DIVISION TOTALS:				144,430.00	144,430.00	142,383.77	2,046.23	.00	2,046.23	.00	
DEPARTMENT TOTALS:				144,430.00	144,430.00	142,383.77	2,046.23	.00	2,046.23	.00	
PERCENT EXPENDED:				98.6	PERCENT EXPENDED AND ENCUMBERED:						98.6
306 Municipal Motor Vehicle Lic Tx FUND											
230 Dept Of Transportation & Engin											
238 Division of Traffic Services											
2022	306	238	7100	124,480.00	124,480.00	41,030.43	83,449.57	.00	83,449.57	.00	
2022	306	238	7300	33,650.00	33,650.00	.00	33,650.00	.00	33,650.00	.00	
2022	306	238	7500	51,170.00	51,170.00	16,157.73	35,012.27	.00	35,012.27	.00	
DIVISION TOTALS:				209,300.00	209,300.00	57,188.16	152,111.84	.00	152,111.84	.00	
DEPARTMENT TOTALS:				209,300.00	209,300.00	57,188.16	152,111.84	.00	152,111.84	.00	
PERCENT EXPENDED:				27.3	PERCENT EXPENDED AND ENCUMBERED:						27.3
250 Dept Of Public Services											
252 Traffic And Road Operations											
2022	306	252	7100	1,355,160.00	1,355,160.00	340,257.36	1,014,902.64	.00	1,014,902.64	.00	
2022	306	252	7200	396,380.00	396,380.00	31,990.52	364,389.48	67,228.33	297,161.15	.00	
2022	306	252	7300	1,019,390.00	1,019,390.00	10,272.02	1,009,117.98	41,791.46	967,326.52	.00	
2022	306	252	7400	9,360.00	9,360.00	1,935.75	7,424.25	1,273.21	6,151.04	.00	
2022	306	252	7500	610,480.00	610,480.00	165,075.42	445,404.58	.00	445,404.58	.00	
DIVISION TOTALS:				3,390,770.00	3,390,770.00	549,531.07	2,841,238.93	110,293.00	2,730,945.93	.00	
DEPARTMENT TOTALS:				3,390,770.00	3,390,770.00	549,531.07	2,841,238.93	110,293.00	2,730,945.93	.00	
PERCENT EXPENDED:				16.2	PERCENT EXPENDED AND ENCUMBERED:						19.5
910 Employee Benefits											
911 Contribution To City Pension											
2022	306	911	7500	19,250.00	19,250.00	.00	19,250.00	.00	19,250.00	.00	
DIVISION TOTALS:				19,250.00	19,250.00	.00	19,250.00	.00	19,250.00	.00	
919 Public Employee Assistance											
2022	306	919	7500	2,000.00	2,000.00	.00	2,000.00	.00	2,000.00	.00	
DIVISION TOTALS:				2,000.00	2,000.00	.00	2,000.00	.00	2,000.00	.00	
DEPARTMENT TOTALS:				21,250.00	21,250.00	.00	21,250.00	.00	21,250.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

306 921
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	306	921	7500	24,460.00	24,460.00	19,855.83	4,604.17	.00	4,604.17	.00	
DIVISION TOTALS:				24,460.00	24,460.00	19,855.83	4,604.17	.00	4,604.17	.00	
DEPARTMENT TOTALS:				24,460.00	24,460.00	19,855.83	4,604.17	.00	4,604.17	.00	
PERCENT EXPENDED:				81.2	PERCENT EXPENDED AND ENCUMBERED:						81.2
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	306	944	7200	136,040.00	136,040.00	119,203.49	16,836.51	.00	16,836.51	.00	
DIVISION TOTALS:				136,040.00	136,040.00	119,203.49	16,836.51	.00	16,836.51	.00	
DEPARTMENT TOTALS:				136,040.00	136,040.00	119,203.49	16,836.51	.00	16,836.51	.00	
PERCENT EXPENDED:				87.6	PERCENT EXPENDED AND ENCUMBERED:						87.6
318 Sawyer Point FUND											
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2022	318	202	7100	401,850.00	401,850.00	42,543.15	359,306.85	.00	359,306.85	.00	
2022	318	202	7200	361,120.00	351,120.00	46,803.65	304,316.35	117,214.51	187,101.84	1,750.00	
2022	318	202	7300	222,960.00	222,960.00	15,211.07	207,748.93	46,190.32	161,558.61	.00	
2022	318	202	7400	42,100.00	52,100.00	22,991.66	29,108.34	25,476.40	3,631.94	.00	
2022	318	202	7500	47,890.00	47,890.00	12,591.17	35,298.83	.00	35,298.83	.00	
DIVISION TOTALS:				1,075,920.00	1,075,920.00	140,140.70	935,779.30	188,881.23	746,898.07	1,750.00	
203 Parks, Adm & Program Services											
2022	318	203	7200	21,000.00	21,000.00	1,000.00	20,000.00	.00	20,000.00	.00	
2022	318	203	7400	10,000.00	10,000.00	.00	10,000.00	.00	10,000.00	.00	
DIVISION TOTALS:				31,000.00	31,000.00	1,000.00	30,000.00	.00	30,000.00	.00	
DEPARTMENT TOTALS:				1,106,920.00	1,106,920.00	141,140.70	965,779.30	188,881.23	776,898.07	1,750.00	
PERCENT EXPENDED:				12.8	PERCENT EXPENDED AND ENCUMBERED:						29.8
910 Employee Benefits											
919 Public Employee Assistance											
2022	318	919	7500	420.00	420.00	.00	420.00	.00	420.00	.00	
DIVISION TOTALS:				420.00	420.00	.00	420.00	.00	420.00	.00	
DEPARTMENT TOTALS:				420.00	420.00	.00	420.00	.00	420.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	318	921	7500	10,470.00	10,470.00	7,979.47	2,490.53	.00	2,490.53	.00	
DIVISION TOTALS:				10,470.00	10,470.00	7,979.47	2,490.53	.00	2,490.53	.00	
DEPARTMENT TOTALS:				10,470.00	10,470.00	7,979.47	2,490.53	.00	2,490.53	.00	
PERCENT EXPENDED:				76.2	PERCENT EXPENDED AND ENCUMBERED:						76.2

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940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	318	944	7200	56,650.00	56,650.00	47,904.32	8,745.68	.00	8,745.68	.00	
DIVISION TOTALS:				56,650.00	56,650.00	47,904.32	8,745.68	.00	8,745.68	.00	
DEPARTMENT TOTALS:				56,650.00	56,650.00	47,904.32	8,745.68	.00	8,745.68	.00	
PERCENT EXPENDED:				84.6	PERCENT EXPENDED AND ENCUMBERED:						84.6
323 Recreation Special Activities FUND											
190 Dept Of Public Recreation											
191 Recreation West Region											
2022	323	191	7100	892,670.00	892,670.00	207,333.99	685,336.01	.00	685,336.01	.00	
2022	323	191	7200	154,710.00	154,710.00	22,887.36	131,822.64	12,439.80	119,382.84	.00	
2022	323	191	7300	68,130.00	68,130.00	16,298.49	51,831.51	1,813.19	50,018.32	.00	
2022	323	191	7400	8,000.00	8,000.00	575.00	7,425.00	.00	7,425.00	.00	
2022	323	191	7500	40,790.00	40,790.00	13,049.07	27,740.93	.00	27,740.93	.00	
DIVISION TOTALS:				1,164,300.00	1,164,300.00	260,143.91	904,156.09	14,252.99	889,903.10	.00	
192 Recreation East Region											
2022	323	192	7100	1,121,620.00	1,121,620.00	206,597.69	915,022.31	.00	915,022.31	.00	
2022	323	192	7200	186,670.00	186,670.00	35,085.20	151,584.80	16,767.16	134,817.64	.00	
2022	323	192	7300	67,450.00	67,450.00	17,725.60	49,724.40	.00	49,724.40	.00	
2022	323	192	7400	15,790.00	15,790.00	.00	15,790.00	.00	15,790.00	.00	
2022	323	192	7500	46,910.00	46,910.00	12,341.12	34,568.88	.00	34,568.88	.00	
DIVISION TOTALS:				1,438,440.00	1,438,440.00	271,749.61	1,166,690.39	16,767.16	1,149,923.23	.00	
193 Recreation Central Region											
2022	323	193	7100	1,075,510.00	1,075,510.00	206,294.87	869,215.13	.00	869,215.13	.00	
2022	323	193	7200	158,240.00	158,240.00	42,459.37	115,780.63	15,990.92	99,789.71	.00	
2022	323	193	7300	80,770.00	80,770.00	44,280.41	36,489.59	5,258.82	31,230.77	.00	
2022	323	193	7400	17,630.00	17,630.00	70.00	17,560.00	.00	17,560.00	.00	
2022	323	193	7500	49,140.00	49,140.00	11,551.50	37,588.50	.00	37,588.50	.00	
DIVISION TOTALS:				1,381,290.00	1,381,290.00	304,656.15	1,076,633.85	21,249.74	1,055,384.11	.00	
197 Recreation Athletics											
2022	323	197	7100	399,830.00	399,830.00	62,341.31	337,488.69	.00	337,488.69	.00	
2022	323	197	7200	291,500.00	291,500.00	55,676.73	235,823.27	32,919.35	202,903.92	.00	
2022	323	197	7300	185,900.00	185,900.00	14,857.02	171,042.98	1,091.77	169,951.21	.00	
2022	323	197	7400	73,580.00	73,580.00	31,182.65	42,397.35	29,332.35	13,065.00	.00	
2022	323	197	7500	35,190.00	35,190.00	3,151.04	32,038.96	.00	32,038.96	.00	
DIVISION TOTALS:				986,000.00	986,000.00	167,208.75	818,791.25	63,343.47	755,447.78	.00	
199 Recreation Administration											
2022	323	199	7100	79,830.00	79,830.00	23,687.11	56,142.89	.00	56,142.89	.00	
2022	323	199	7200	33,250.00	18,205.00	518.37	17,686.63	.00	17,686.63	.00	
2022	323	199	7300	2,370.00	17,415.00	14,044.28	3,370.72	.00	3,370.72	.00	
2022	323	199	7400	101,430.00	101,430.00	10,000.00	91,430.00	.00	91,430.00	.00	
2022	323	199	7500	20,940.00	20,940.00	7,069.83	13,870.17	.00	13,870.17	.00	
2022	323	199	7600	13,580.00	13,580.00	.00	13,580.00	.00	13,580.00	.00	
DIVISION TOTALS:				251,400.00	251,400.00	55,319.59	196,080.41	.00	196,080.41	.00	
DEPARTMENT TOTALS:				5,221,430.00	5,221,430.00	1,059,078.01	4,162,351.99	115,613.36	4,046,738.63	.00	
PERCENT EXPENDED:				20.3	PERCENT EXPENDED AND ENCUMBERED:						22.5

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910 Employee Benefits											
919 Public Employee Assistance											
2022	323	919	7500	4,500.00	4,500.00	.00	4,500.00	.00	4,500.00	.00	
DIVISION TOTALS:				4,500.00	4,500.00	.00	4,500.00	.00	4,500.00	.00	
DEPARTMENT TOTALS:				4,500.00	4,500.00	.00	4,500.00	.00	4,500.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	323	921	7500	69,710.00	69,710.00	37,541.04	32,168.96	.00	32,168.96	.00	
DIVISION TOTALS:				69,710.00	69,710.00	37,541.04	32,168.96	.00	32,168.96	.00	
DEPARTMENT TOTALS:				69,710.00	69,710.00	37,541.04	32,168.96	.00	32,168.96	.00	
PERCENT EXPENDED:				53.9	PERCENT EXPENDED AND ENCUMBERED:						53.9
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	323	944	7200	377,270.00	377,270.00	225,375.76	151,894.24	.00	151,894.24	.00	
DIVISION TOTALS:				377,270.00	377,270.00	225,375.76	151,894.24	.00	151,894.24	.00	
DEPARTMENT TOTALS:				377,270.00	377,270.00	225,375.76	151,894.24	.00	151,894.24	.00	
PERCENT EXPENDED:				59.7	PERCENT EXPENDED AND ENCUMBERED:						59.7
329 Cincinnati Riverfront Park FUND											
200 Department Of Parks											
202 Parks, Operations & Facility Mgmt											
2022	329	202	7100	779,920.00	779,920.00	19,728.23	760,191.77	.00	760,191.77	.00	
2022	329	202	7200	253,410.00	253,410.00	23,492.95	229,917.05	33,581.40	196,335.65	.00	
2022	329	202	7300	75,310.00	75,310.00	.00	75,310.00	14,860.00	60,450.00	.00	
2022	329	202	7400	31,870.00	31,870.00	472.40	31,397.60	.00	31,397.60	.00	
2022	329	202	7500	356,670.00	356,670.00	11,026.49	345,643.51	.00	345,643.51	.00	
DIVISION TOTALS:				1,497,180.00	1,497,180.00	54,720.07	1,442,459.93	48,441.40	1,394,018.53	.00	
203 Parks, Adm & Program Services											
2022	329	203	7200	19,250.00	19,250.00	.00	19,250.00	.00	19,250.00	4,680.00	
2022	329	203	7400	10,000.00	10,000.00	.00	10,000.00	.00	10,000.00	.00	
DIVISION TOTALS:				29,250.00	29,250.00	.00	29,250.00	.00	29,250.00	4,680.00	
DEPARTMENT TOTALS:				1,526,430.00	1,526,430.00	54,720.07	1,471,709.93	48,441.40	1,423,268.53	4,680.00	
PERCENT EXPENDED:				3.6	PERCENT EXPENDED AND ENCUMBERED:						6.8
910 Employee Benefits											
919 Public Employee Assistance											
2022	329	919	7500	100.00	100.00	.00	100.00	.00	100.00	.00	
DIVISION TOTALS:				100.00	100.00	.00	100.00	.00	100.00	.00	
DEPARTMENT TOTALS:				100.00	100.00	.00	100.00	.00	100.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0

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920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2022	329	921	7500	8,680.00	8,680.00	7,969.37	710.63	.00	710.63	.00
DIVISION TOTALS:				8,680.00	8,680.00	7,969.37	710.63	.00	710.63	.00
DEPARTMENT TOTALS:				8,680.00	8,680.00	7,969.37	710.63	.00	710.63	.00
PERCENT EXPENDED: 91.8				PERCENT EXPENDED AND ENCUMBERED: 91.8						
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2022	329	944	7200	46,970.00	46,970.00	46,970.00	.00	.00	.00	.00
DIVISION TOTALS:				46,970.00	46,970.00	46,970.00	.00	.00	.00	.00
DEPARTMENT TOTALS:				46,970.00	46,970.00	46,970.00	.00	.00	.00	.00
PERCENT EXPENDED: 100.0				PERCENT EXPENDED AND ENCUMBERED: 100.0						
347 Hazard Abatement Fund FUND										
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2022	347	212	7100	444,680.00	444,680.00	87,156.21	357,523.79	.00	357,523.79	.00
2022	347	212	7200	860,080.00	860,080.00	3,432.63	856,647.37	1,500.00	855,147.37	2,950.00
2022	347	212	7300	47,450.00	47,450.00	.00	47,450.00	14,559.00	32,891.00	.00
2022	347	212	7400	4,040.00	4,040.00	.00	4,040.00	.00	4,040.00	.00
2022	347	212	7500	218,590.00	218,590.00	44,548.47	174,041.53	.00	174,041.53	.00
DIVISION TOTALS:				1,574,840.00	1,574,840.00	135,137.31	1,439,702.69	16,059.00	1,423,643.69	2,950.00
DEPARTMENT TOTALS:				1,574,840.00	1,574,840.00	135,137.31	1,439,702.69	16,059.00	1,423,643.69	2,950.00
PERCENT EXPENDED: 8.6				PERCENT EXPENDED AND ENCUMBERED: 9.6						
358 Bond Hill Roselawn Stabilization & Revitalization Operations FUND										
160 Community Developmt										
164 Division Of Community Devel										
2022	358	164	7400	151,470.00	250,000.00	161,845.18	88,154.82	88,154.82	.00	.00
DIVISION TOTALS:				151,470.00	250,000.00	161,845.18	88,154.82	88,154.82	.00	.00
DEPARTMENT TOTALS:				151,470.00	250,000.00	161,845.18	88,154.82	88,154.82	.00	.00
PERCENT EXPENDED: 64.7				PERCENT EXPENDED AND ENCUMBERED: 100.0						
364 911 Cell Phone Fees FUND										
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2022	364	091	7200	20,420.00	20,420.00	3,894.56	16,525.44	.00	16,525.44	.00
DIVISION TOTALS:				20,420.00	20,420.00	3,894.56	16,525.44	.00	16,525.44	.00
DEPARTMENT TOTALS:				20,420.00	20,420.00	3,894.56	16,525.44	.00	16,525.44	.00
PERCENT EXPENDED: 19.1				PERCENT EXPENDED AND ENCUMBERED: 19.1						

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100 Office Of The City Manager											
103 Emergency Communications											
2022	364	103	7100	970,010.00	970,010.00	.00	970,010.00	.00	970,010.00	.00	
2022	364	103	7200	207,630.00	207,630.00	25,625.69	182,004.31	129,996.00	52,008.31	39,600.00	
2022	364	103	7300	124,250.00	124,250.00	1,449.21	122,800.79	3,295.49	119,505.30	.00	
2022	364	103	7400	287,460.00	287,460.00	10,617.62	276,842.38	16,560.57	260,281.81	.00	
DIVISION TOTALS:				1,589,350.00	1,589,350.00	37,692.52	1,551,657.48	149,852.06	1,401,805.42	39,600.00	
DEPARTMENT TOTALS:				1,589,350.00	1,589,350.00	37,692.52	1,551,657.48	149,852.06	1,401,805.42	39,600.00	
PERCENT EXPENDED:				2.4	PERCENT EXPENDED AND ENCUMBERED:						11.8
377 Safe & Clean FUND											
250 Dept Of Public Services											
253 Div Of Neighborhood Operations											
2022	377	253	7200	51,520.00	51,520.00	1,151.82	50,368.18	50,368.18	.00	.00	
DIVISION TOTALS:				51,520.00	51,520.00	1,151.82	50,368.18	50,368.18	.00	.00	
DEPARTMENT TOTALS:				51,520.00	51,520.00	1,151.82	50,368.18	50,368.18	.00	.00	
PERCENT EXPENDED:				2.2	PERCENT EXPENDED AND ENCUMBERED:						100.0
395 Community Health Center FUND											
260 Department Of Public Health											
264 Primary Health Care - S.P.											
2022	395	264	7100	233,690.00	233,690.00	85,883.11	147,806.89	.00	147,806.89	.00	
2022	395	264	7200	730.00	730.00	696.62	33.38	.00	33.38	.00	
2022	395	264	7300	2,180.00	2,180.00	707.98	1,472.02	600.00	872.02	.00	
2022	395	264	7500	81,980.00	81,980.00	33,426.98	48,553.02	.00	48,553.02	.00	
DIVISION TOTALS:				318,580.00	318,580.00	120,714.69	197,865.31	600.00	197,265.31	.00	
265 Primary Health Care - H.C.											
2022	395	265	7100	6,867,239.00	6,867,239.00	2,174,816.67	4,692,422.33	.00	4,692,422.33	.00	
2022	395	265	7200	3,603,920.00	3,478,920.00	864,315.99	2,614,604.01	1,957,933.72	656,670.29	27,961.50	
2022	395	265	7300	1,666,910.00	1,656,910.00	528,853.37	1,128,056.63	961,407.76	166,648.87	.00	
2022	395	265	7400	1,053,450.00	1,188,450.00	345,763.31	842,686.69	838,949.63	3,737.06	.00	
2022	395	265	7500	2,682,721.00	2,682,721.00	885,678.37	1,797,042.63	.00	1,797,042.63	.00	
DIVISION TOTALS:				15,874,240.00	15,874,240.00	4,799,427.71	11,074,812.29	3,758,291.11	7,316,521.18	27,961.50	
266 School & Adolescent Health											
2022	395	266	7100	5,180,080.00	5,180,080.00	1,202,377.77	3,977,702.23	.00	3,977,702.23	.00	
2022	395	266	7200	582,530.00	507,530.00	94,318.04	413,211.96	265,893.91	147,318.05	.00	
2022	395	266	7300	364,030.00	364,030.00	125,019.10	239,010.90	177,105.41	61,905.49	.00	
2022	395	266	7400	173,450.00	248,450.00	60,909.03	187,540.97	169,276.97	18,264.00	.00	
2022	395	266	7500	2,027,210.00	2,027,210.00	605,044.39	1,422,165.61	.00	1,422,165.61	.00	
DIVISION TOTALS:				8,327,300.00	8,327,300.00	2,087,668.33	6,239,631.67	612,276.29	5,627,355.38	.00	
DEPARTMENT TOTALS:				24,520,120.00	24,520,120.00	7,007,810.73	17,512,309.27	4,371,167.40	13,141,141.87	27,961.50	
PERCENT EXPENDED:				28.6	PERCENT EXPENDED AND ENCUMBERED:						46.4
910 Employee Benefits											
911 Contribution To City Pension											
2022	395	911	7500	110,710.00	110,710.00	.00	110,710.00	.00	110,710.00	.00	
DIVISION TOTALS:				110,710.00	110,710.00	.00	110,710.00	.00	110,710.00	.00	

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919 Public Employee Assistance											
2022	395	919	7500	13,000.00	13,000.00	.00	13,000.00	.00	13,000.00	.00	
DIVISION TOTALS:				13,000.00	13,000.00	.00	13,000.00	.00	13,000.00	.00	
DEPARTMENT TOTALS:				123,710.00	123,710.00	.00	123,710.00	.00	123,710.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	395	921	7500	181,170.00	181,170.00	166,386.89	14,783.11	.00	14,783.11	.00	
DIVISION TOTALS:				181,170.00	181,170.00	166,386.89	14,783.11	.00	14,783.11	.00	
DEPARTMENT TOTALS:				181,170.00	181,170.00	166,386.89	14,783.11	.00	14,783.11	.00	
PERCENT EXPENDED:				91.8	PERCENT EXPENDED AND ENCUMBERED:						91.8
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	395	944	7200	1,000,720.00	1,000,720.00	998,895.43	1,824.57	.00	1,824.57	.00	
DIVISION TOTALS:				1,000,720.00	1,000,720.00	998,895.43	1,824.57	.00	1,824.57	.00	
DEPARTMENT TOTALS:				1,000,720.00	1,000,720.00	998,895.43	1,824.57	.00	1,824.57	.00	
PERCENT EXPENDED:				99.8	PERCENT EXPENDED AND ENCUMBERED:						99.8
416 Cincinnati Health District FUND											
260 Department Of Public Health											
261 Health, Office Of The Commissioner											
2022	416	261	7100	1,658,690.00	1,658,690.00	375,371.26	1,283,318.74	.00	1,283,318.74	.00	
2022	416	261	7200	181,660.00	181,660.00	70,223.50	111,436.50	110,904.00	532.50	.00	
2022	416	261	7300	69,010.00	69,010.00	8,955.12	60,054.88	2,612.23	57,442.65	.00	
2022	416	261	7400	40,070.00	40,070.00	9,337.90	30,732.10	10,782.93	19,949.17	.00	
2022	416	261	7500	599,070.00	599,070.00	139,912.76	459,157.24	.00	459,157.24	.00	
2022	416	261	7600	2,950.00	2,950.00	.00	2,950.00	.00	2,950.00	.00	
DIVISION TOTALS:				2,551,450.00	2,551,450.00	603,800.54	1,947,649.46	124,299.16	1,823,350.30	.00	
262 Health, Technical Resources											
2022	416	262	7100	1,642,320.00	1,642,320.00	423,387.95	1,218,932.05	.00	1,218,932.05	.00	
2022	416	262	7200	406,330.00	399,330.00	103,538.35	295,791.65	225,129.72	70,661.93	5,985.00	
2022	416	262	7300	66,330.00	66,330.00	21,156.14	45,173.86	30,971.95	14,201.91	.00	
2022	416	262	7400	3,460.00	10,460.00	994.32	9,465.68	5,882.68	3,583.00	.00	
2022	416	262	7500	694,870.00	694,870.00	192,319.29	502,550.71	.00	502,550.71	.00	
DIVISION TOTALS:				2,813,310.00	2,813,310.00	741,396.05	2,071,913.95	261,984.35	1,809,929.60	5,985.00	
263 Div Of Community Health											
2022	416	263	7100	3,027,940.00	3,027,940.00	1,040,552.63	1,987,387.37	.00	1,987,387.37	.00	
2022	416	263	7200	212,070.00	193,070.00	103,020.32	90,049.68	62,552.11	27,497.57	.00	
2022	416	263	7300	36,050.00	36,050.00	13,723.76	22,326.24	.07	22,326.17	.00	
2022	416	263	7400	990.00	19,990.00	10,992.64	8,997.36	6,132.87	2,864.49	.00	
2022	416	263	7500	1,292,420.00	1,292,420.00	416,736.49	875,683.51	.00	875,683.51	.00	
DIVISION TOTALS:				4,569,470.00	4,569,470.00	1,585,025.84	2,984,444.16	68,685.05	2,915,759.11	.00	

BY	END	AGY	OBJT	ORIGINAL	ADJUSTED	EXPENDITURES	UNEXPENDED	ENCUMBRANCE	UNENCUMBERED	PRE-ENCUMBERED
264 Primary Health Care - S.F.										
2022	416	264	7100	1,343,610.00	1,343,610.00	301,831.79	1,041,778.21	.00	1,041,778.21	.00
2022	416	264	7200	50,570.00	48,570.00	9,173.47	39,396.53	8,412.87	30,983.66	.00
2022	416	264	7300	6,590.00	8,590.00	1,071.31	7,518.69	5,241.46	2,277.23	.00
2022	416	264	7400	80,000.00	80,000.00	2,395.70	77,604.30	5,609.76	71,994.54	.00
2022	416	264	7500	567,170.00	567,170.00	115,645.80	451,524.20	.00	451,524.20	.00
265 Primary Health Care - H.C.										
2022	416	265	7100	3,994,720.00	3,994,720.00	1,098,011.57	2,896,708.43	.00	2,896,708.43	.00
2022	416	265	7200	26,580.00	26,580.00	2,069.56	24,510.44	.00	24,510.44	.00
2022	416	265	7300	9,180.00	9,180.00	.00	9,180.00	1,527.37	7,652.63	.00
2022	416	265	7500	1,395,980.00	1,395,980.00	343,317.45	1,052,662.55	.00	1,052,662.55	.00
266 School & Adolescent Health										
2022	416	266	7100	304,050.00	304,050.00	191,802.49	112,247.51	.00	112,247.51	.00
2022	416	266	7200	89,430.00	89,430.00	.00	89,430.00	.00	89,430.00	.00
2022	416	266	7300	20,950.00	20,950.00	.00	20,950.00	.00	20,950.00	.00
2022	416	266	7500	121,990.00	121,990.00	71,080.30	50,909.70	.00	50,909.70	.00
28.2 PERCENT EXPENDED AND ENCUMBERED:										
DEPARTMENT TOTALS:	17,945,050.00	17,945,050.00	5,066,621.87	12,878,428.13	475,760.02	12,402,668.11	5,985.00			
920 Employee Benefits (Cont)										
2022	416	921	7500	210,300.00	210,300.00	194,940.51	15,359.49	.00	15,359.49	.00
921 Workers' Comp Insurance										
DEPARTMENT TOTALS:	210,300.00	210,300.00	194,940.51	15,359.49	.00	15,359.49	.00			
940 Gov'tal & Prof'nal Services										
2022	416	941	7200	13,000.00	13,000.00	13,000.00	4,430.00	.00	8,570.00	.00
941 Audit And Examiner's Fees										
DEPARTMENT TOTALS:	13,000.00	13,000.00	13,000.00	4,430.00	.00	8,570.00	.00			
944 General Fund Overhead										
2022	416	944	7200	14,760.00	14,760.00	14,760.00	14,760.00	.00	14,760.00	.00
944 General Fund Overhead										
DEPARTMENT TOTALS:	27,760.00	27,760.00	27,760.00	14,760.00	.00	14,760.00	14,760.00	.00	14,760.00	.00
PERCENT EXPENDED:										
DEPARTMENT TOTALS:	27,760.00	27,760.00	27,760.00	14,760.00	.00	14,760.00	14,760.00	.00	14,760.00	.00
PERCENT EXPENDED AND ENCUMBERED:										
DEPARTMENT TOTALS:	27,760.00	27,760.00	27,760.00	14,760.00	.00	14,760.00	14,760.00	.00	14,760.00	.00
30.9										
5,985.00										

449 092
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
449 Cinti Area Geographic Info Sys FUND											
090 Enterprise Technology Solution											
092 ETS-CAGIS											
2022	449	092	7100	1,845,320.00	1,845,320.00	472,770.37	1,372,549.63	.00	1,372,549.63	.00	
2022	449	092	7200	1,017,890.00	1,017,890.00	193,447.45	824,442.55	.00	824,442.55	.00	
2022	449	092	7300	57,090.00	57,090.00	6,678.87	50,411.13	2,806.90	47,604.23	.00	
2022	449	092	7400	916,040.00	916,040.00	370,649.89	545,390.11	68,502.38	476,887.73	.00	
2022	449	092	7500	630,950.00	630,950.00	177,253.35	453,696.65	.00	453,696.65	.00	
DIVISION TOTALS:				4,467,290.00	4,467,290.00	1,220,799.93	3,246,490.07	71,309.28	3,175,180.79	.00	
DEPARTMENT TOTALS:				4,467,290.00	4,467,290.00	1,220,799.93	3,246,490.07	71,309.28	3,175,180.79	.00	
PERCENT EXPENDED:				27.3	PERCENT EXPENDED AND ENCUMBERED:						28.9
910 Employee Benefits											
911 Contribution To City Pension											
2022	449	911	7500	30,850.00	30,850.00	.00	30,850.00	.00	30,850.00	.00	
DIVISION TOTALS:				30,850.00	30,850.00	.00	30,850.00	.00	30,850.00	.00	
919 Public Employee Assistance											
2022	449	919	7500	2,200.00	2,200.00	.00	2,200.00	.00	2,200.00	.00	
DIVISION TOTALS:				2,200.00	2,200.00	.00	2,200.00	.00	2,200.00	.00	
DEPARTMENT TOTALS:				33,050.00	33,050.00	.00	33,050.00	.00	33,050.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	449	921	7500	30,580.00	30,580.00	23,852.63	6,727.37	.00	6,727.37	.00	
DIVISION TOTALS:				30,580.00	30,580.00	23,852.63	6,727.37	.00	6,727.37	.00	
DEPARTMENT TOTALS:				30,580.00	30,580.00	23,852.63	6,727.37	.00	6,727.37	.00	
PERCENT EXPENDED:				78.0	PERCENT EXPENDED AND ENCUMBERED:						78.0
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	449	944	7200	165,510.00	165,510.00	143,198.08	22,311.92	.00	22,311.92	.00	
DIVISION TOTALS:				165,510.00	165,510.00	143,198.08	22,311.92	.00	22,311.92	.00	
DEPARTMENT TOTALS:				165,510.00	165,510.00	143,198.08	22,311.92	.00	22,311.92	.00	
PERCENT EXPENDED:				86.5	PERCENT EXPENDED AND ENCUMBERED:						86.5
455 Streetcar Operations FUND											
110 Department Of Law											
111 Civil											
2022	455	111	7100	95,480.00	95,480.00	22,366.93	73,113.07	.00	73,113.07	.00	
2022	455	111	7500	25,520.00	25,520.00	8,767.28	16,752.72	.00	16,752.72	.00	
DIVISION TOTALS:				121,000.00	121,000.00	31,134.21	89,865.79	.00	89,865.79	.00	
DEPARTMENT TOTALS:				121,000.00	121,000.00	31,134.21	89,865.79	.00	89,865.79	.00	
PERCENT EXPENDED:				25.7	PERCENT EXPENDED AND ENCUMBERED:						25.7

455 236
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
230 Dept Of Transportation & Engin											
236 Division of Streetcar Operations											
2022	455	236	7100	423,944.00	423,944.00	131,506.28	292,437.72	.00	292,437.72	.00	
2022	455	236	7200	4,104,218.00	4,104,218.00	690,457.56	3,413,760.44	3,187,166.91	226,593.53	.00	
2022	455	236	7400	13,820.00	13,820.00	737.80	13,082.20	1,262.20	11,820.00	.00	
2022	455	236	7500	124,490.00	124,490.00	-11,065.90	135,555.90	.00	135,555.90	.00	
DIVISION TOTALS:				4,666,472.00	4,666,472.00	811,635.74	3,854,836.26	3,188,429.11	666,407.15	.00	
238 Division of Traffic Services											
2022	455	238	7100	150,180.00	150,180.00	.00	150,180.00	.00	150,180.00	.00	
2022	455	238	7500	29,820.00	29,820.00	.00	29,820.00	.00	29,820.00	.00	
DIVISION TOTALS:				180,000.00	180,000.00	.00	180,000.00	.00	180,000.00	.00	
DEPARTMENT TOTALS:				4,846,472.00	4,846,472.00	811,635.74	4,034,836.26	3,188,429.11	846,407.15	.00	
PERCENT EXPENDED:				16.7	PERCENT EXPENDED AND ENCUMBERED:						82.5
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	455	921	7500	9,000.00	9,000.00	5,756.64	3,243.36	.00	3,243.36	.00	
DIVISION TOTALS:				9,000.00	9,000.00	5,756.64	3,243.36	.00	3,243.36	.00	
DEPARTMENT TOTALS:				9,000.00	9,000.00	5,756.64	3,243.36	.00	3,243.36	.00	
PERCENT EXPENDED:				64.0	PERCENT EXPENDED AND ENCUMBERED:						64.0
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	455	944	7200	59,000.00	59,000.00	34,559.74	24,440.26	.00	24,440.26	.00	
DIVISION TOTALS:				59,000.00	59,000.00	34,559.74	24,440.26	.00	24,440.26	.00	
DEPARTMENT TOTALS:				59,000.00	59,000.00	34,559.74	24,440.26	.00	24,440.26	.00	
PERCENT EXPENDED:				58.6	PERCENT EXPENDED AND ENCUMBERED:						58.6
457 CLEAR FUND											
090 Enterprise Technology Solution											
093 ETS-CLEAR											
2022	457	093	7100	1,488,680.00	1,488,680.00	227,439.39	1,261,240.61	.00	1,261,240.61	.00	
2022	457	093	7200	1,871,510.00	1,871,510.00	392,128.07	1,479,381.93	242,629.83	1,236,752.10	.00	
2022	457	093	7300	669,270.00	669,270.00	100.49	669,169.51	1,899.51	667,270.00	.00	
2022	457	093	7400	782,270.00	782,270.00	99,351.25	682,918.75	156,150.00	526,768.75	.00	
2022	457	093	7500	450,510.00	450,510.00	77,170.57	373,339.43	.00	373,339.43	.00	
DIVISION TOTALS:				5,262,240.00	5,262,240.00	796,189.77	4,466,050.23	400,679.34	4,065,370.89	.00	
DEPARTMENT TOTALS:				5,262,240.00	5,262,240.00	796,189.77	4,466,050.23	400,679.34	4,065,370.89	.00	
PERCENT EXPENDED:				15.1	PERCENT EXPENDED AND ENCUMBERED:						22.7
910 Employee Benefits											
911 Contribution To City Pension											
2022	457	911	7500	13,600.00	13,600.00	.00	13,600.00	.00	13,600.00	.00	
DIVISION TOTALS:				13,600.00	13,600.00	.00	13,600.00	.00	13,600.00	.00	

457 919
 RUN DATE: 11/15/2021
 RUN TIME: 11.49.39

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 APPROPRIATED FUNDS
 AS OF 10 / 31 / 2021

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FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT	
919 Public Employee Assistance											
2022	457	919	7500	1,400.00	1,400.00	.00	1,400.00	.00	1,400.00	.00	
DIVISION TOTALS:				1,400.00	1,400.00	.00	1,400.00	.00	1,400.00	.00	
DEPARTMENT TOTALS:				15,000.00	15,000.00	.00	15,000.00	.00	15,000.00	.00	
PERCENT EXPENDED:				.0	PERCENT EXPENDED AND ENCUMBERED:						.0
920 Employee Benefits (Cont)											
921 Workers' Comp Insurance											
2022	457	921	7500	25,100.00	25,100.00	12,758.42	12,341.58	.00	12,341.58	.00	
DIVISION TOTALS:				25,100.00	25,100.00	12,758.42	12,341.58	.00	12,341.58	.00	
DEPARTMENT TOTALS:				25,100.00	25,100.00	12,758.42	12,341.58	.00	12,341.58	.00	
PERCENT EXPENDED:				50.8	PERCENT EXPENDED AND ENCUMBERED:						50.8
940 Govt'Al & Prof'Al Services											
944 General Fund Overhead											
2022	457	944	7200	135,830.00	135,830.00	76,594.57	59,235.43	.00	59,235.43	.00	
DIVISION TOTALS:				135,830.00	135,830.00	76,594.57	59,235.43	.00	59,235.43	.00	
DEPARTMENT TOTALS:				135,830.00	135,830.00	76,594.57	59,235.43	.00	59,235.43	.00	
PERCENT EXPENDED:				56.4	PERCENT EXPENDED AND ENCUMBERED:						56.4

RUN DATE: 11/15/2021
 RUN TIME: 11.50.03

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
 DIVISION OF ACCOUNTS AND AUDITS
 STATEMENT OF BALANCES
 RESTRICTED FUNDS
 AS OF 10 / 31 / 2021

CFSFA105
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<u>FND</u>	<u>DEPT</u>	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
010	City Treasurer FUND							
010	000	84,899,846.70	87,567,096.80	.00	87,567,096.80	.00	87,567,096.80	.00
156	Eco Dev Rev Bonds-FSW-Tr FUND							
156	000	2,864.35	2,870.20	.00	2,870.20	.00	2,870.20	.00
157	Eco Dev Rev Bds-Conv Pl Truste FUND							
157	000	124,119.71	124,373.27	.00	124,373.27	.00	124,373.27	.00
161	MSD Debt Serv Multi Series FUND							
161	000	.00	154,945.08	154,945.08	.00	.00	.00	.00
164	Madison Circle Trust FUND							
164	000	11,150.49	11,150.49	.00	11,150.49	.00	11,150.49	.00
165	Elsinore Prop. Aquisition - Tr FUND							
165	000	9,477,620.34	9,496,981.51	.00	9,496,981.51	.00	9,496,981.51	.00
166	Graeters Bonds FUND							
166	000	371,639.97	371,639.97	.00	371,639.97	.00	371,639.97	.00
169	Keystone Trust FUND							
169	000	.00	5,240.00	5,240.00	.00	.00	.00	.00
201	Reproduction And Printing FUND							
201	000	514,117.63	771,511.82	312,031.31	459,480.51	253,951.43	205,529.08	.00
202	Fleet Services FUND							
202	000	3,051,659.87	7,018,713.36	5,545,706.38	1,473,006.98	1,986,688.84	-513,681.86	.00
204	Water Works Stores -Materials FUND							
204	000	1,020,337.05	2,551,383.80	1,418,778.97	1,132,604.83	1,151,272.58	-18,667.75	.00
205	Fuel System FUND							
205	000	3,125,465.48	6,489,874.01	3,552,606.98	2,937,267.03	956,302.59	1,980,964.44	.00
207	Recreation Stores FUND							
207	000	41,763.26	65,401.71	40,380.13	25,021.58	22,678.22	2,343.36	.00
209	Property Management Unit FUND							
209	000	2,068,793.88	6,230,323.21	277,015.31	5,953,307.90	63,754.02	5,889,553.88	.00
210	Highway Maintenance Stores FUND							
210	000	415,364.39	415,364.39	.00	415,364.39	347,589.26	67,775.13	.00
212	Employee Safety & Risk Mangmt FUND							
212	000	1,415,359.83	4,108,897.01	1,475,234.32	2,633,662.69	2,468,555.70	165,106.99	.00
213	Employee Workers' Comp FUND							
213	000	18,385,325.07	22,450,818.96	1,373,838.65	21,076,980.31	41,709.87	21,035,270.44	.00
214	Water Works Stores -Chemicals FUND							
214	000	619,222.64	1,685,122.61	1,085,765.51	599,357.10	4,206,899.23	-3,607,542.13	.00
304	Community Dev Block Grant FUND							
304	000	-125,234.02	3,065,928.34	6,584,156.54	-3,518,228.20	3,708,946.70	-7,227,174.90	166,526.00

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305	CDBG Section 108 Loan Fund FUND							
305	000	.00	17,484,382.38	17,484,382.38	.00	.00	.00	.00
307	Convention Center Expansn Tax FUND							
307	000	182,003.04	1,386,730.75	1,035,834.39	350,896.36	.00	350,896.36	.00
308	Citizens Summer Jobs FUND							
308	000	1,169,173.66	1,353,733.66	260,501.12	1,093,232.54	750,000.00	343,232.54	.00
310	Employee Relations FUND							
310	000	365.56	365.56	.00	365.56	.00	365.56	.00
311	Water Works Activity FUND							
311	000	943.96	1,153.96	.00	1,153.96	.00	1,153.96	.00
312	Water Works Private Lead Service Line Replacement FUND							
312	000	11,417,244.80	15,920,644.09	589,014.50	15,331,629.59	2,916,833.33	12,414,796.26	842,000.00
313	Recreation Activity Fund FUND							
313	000	18,229.85	18,229.85	.00	18,229.85	.00	18,229.85	.00
314	Special Events FUND							
314	000	377,022.60	377,022.60	.00	377,022.60	4.35	377,018.25	.00
315	Fountain Square Pavilion FUND							
315	000	15,800.35	15,832.63	.00	15,832.63	.00	15,832.63	.00
317	Urban Dev Property Operations FUND							
317	000	952,096.28	1,311,235.73	52,490.80	1,258,744.93	45,947.79	1,212,797.14	.00
319	Contributions For Recreation FUND							
319	000	112,511.63	131,018.48	21,759.90	109,258.58	32,406.06	76,852.52	.00
320	Crosley Field Trust FUND							
320	000	297,557.57	299,971.25	.00	299,971.25	.00	299,971.25	.00
321	Kroger Trust FUND							
321	000	60,808.93	60,933.15	.00	60,933.15	.00	60,933.15	.00
324	Recreation Fed Grant Project FUND							
324	000	562,296.51	562,296.51	62,017.30	500,279.21	79,597.20	420,682.01	.00
326	Park Miscellaneous Revenue and Special Activities FUND							
326	000	1,116,169.12	1,608,829.72	256,213.04	1,352,616.68	245,598.13	1,107,018.55	.00
327	W.M. Ampt Free Concerts FUND							
327	000	53,694.13	53,694.13	12,350.00	41,344.13	5,850.00	35,494.13	.00
328	Groesbeck Endowments FUND							
328	000	154,218.10	154,218.10	9,950.00	144,268.10	.00	144,268.10	.00
330	Park Lodge/ Pavilion Deposits FUND							
330	000	1,115,423.77	1,117,702.13	26,886.00	1,090,816.13	33,938.11	1,056,878.02	.00
331	Police Education FUND							
331	000	25,669.65	25,669.65	.00	25,669.65	3,382.32	22,287.33	.00

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332	Krohn Conservatory FUND							
332	000	389,187.32	1,433,840.07	391,583.46	1,042,256.61	77,648.73	964,607.88	.00
334	Columbia Parkway Greenway FUND							
334	000	504.61	505.64	.00	505.64	.00	505.64	.00
335	Schmidlapp Endowments FUND							
335	000	-5,100.00	-5,100.00	.00	-5,100.00	.00	-5,100.00	.00
336	Telecommunications Services FUND							
336	000	90,076.59	69,056.69	.00	69,056.69	22,519.92	46,536.77	.00
340	Centennial Operations FUND							
340	000	1,009,595.43	2,686,669.43	666,231.48	2,020,437.95	1,504,923.08	515,514.87	.00
342	New City Building Operations FUND							
342	000	2,194.90	65,194.90	9,477.60	55,717.30	30,745.38	24,971.92	.00
343	Fire Safety Education FUND							
343	000	12,965.42	12,965.42	.00	12,965.42	.00	12,965.42	.00
348	Western Corridor Safe City FUND							
348	000	94,793.91	94,793.91	178.36	94,615.55	415.88	94,199.67	.00
349	Urban Renewal Debt Retirement FUND							
349	000	38,896,314.58	40,488,591.33	2,545,289.53	37,943,301.80	.00	37,943,301.80	.00
350	Public Health Research FUND							
350	000	-434,916.89	1,064,207.60	1,075,149.62	-10,942.02	1,703,931.20	-1,714,873.22	.00
353	Home Health Services FUND							
353	000	1,018,881.24	1,930,259.15	1,645,958.01	284,301.14	680,297.80	-395,996.66	.00
354	Household Sewage Treatment System Fees FUND							
354	000	187,393.30	189,045.63	38.45	189,007.18	.00	189,007.18	.00
356	Continuing Professional Training FUND							
356	000	651,447.84	651,447.84	299,647.70	351,800.14	106,194.75	245,605.39	.00
359	Blue Ash Property Acquisition FUND							
359	000	39,567.88	39,567.88	.00	39,567.88	.00	39,567.88	.00
360	Blue Ash Property Operation FUND							
360	000	81,205.88	81,205.88	.00	81,205.88	.00	81,205.88	.00
363	Solid Waste Disposal Control FUND							
363	000	48,746.70	92,476.03	35,156.77	57,319.26	.00	57,319.26	.00
366	Federal Asset Forfeiture - Treasury FUND							
366	000	234,702.73	235,182.19	.00	235,182.19	.00	235,182.19	.00
367	Federal Asset Forfeiture - Justice FUND							
367	000	846,296.20	916,795.66	47,664.58	869,131.08	15,577.00	853,554.08	.00
368	Law Enforcement Grant FUND							
368	000	27,122.46	550,463.60	530,029.91	20,433.69	386,459.22	-366,025.53	.00

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369	<i>Criminal Actv Forfeiture State FUND</i>							
369	000	586,865.05	983,052.88	288,884.43	694,168.45	398,288.54	295,879.91	.00
370	<i>Drug Offender Fines Forfeiture FUND</i>							
370	000	72,215.50	77,897.52	7,375.69	70,521.83	19,824.36	50,697.47	.00
372	<i>DUI Enforcement FUND</i>							
372	000	104,178.44	106,994.46	.00	106,994.46	5,537.07	101,457.39	.00
373	<i>IRS Forfeiture FUND</i>							
373	000	25,206.79	25,258.28	.00	25,258.28	.00	25,258.28	.00
376	<i>Anti-Prostitution Fund FUND</i>							
376	000	4,692.12	8,479.62	3,210.18	5,269.44	.00	5,269.44	.00
381	<i>Cincinnati Abatement Project FUND</i>							
381	000	-3,339.02	-6,730.41	34,155.90	-40,886.31	1,284,790.78	-1,325,677.09	.00
384	<i>Sewers - Activity FUND</i>							
384	000	780.99	780.99	270.18	510.81	.00	510.81	.00
386	<i>Empowerment Zone FUND</i>							
386	000	378,407.88	378,407.88	.00	378,407.88	86,368.00	292,039.88	.00
387	<i>Lead Hazard Control FUND</i>							
387	000	-224,780.29	55,141.46	557,056.05	-501,914.59	5,859,881.10	-6,361,795.69	.00
389	<i>Communications & Marketing Actv FUND</i>							
389	000	197,151.97	197,151.97	.00	197,151.97	37,418.04	159,733.93	.00
390	<i>Fire Education FUND</i>							
390	000	56,116.50	56,116.50	2,014.21	54,102.29	1,145.20	52,957.09	.00
391	<i>Women & Infants Food Grnt Prog FUND</i>							
391	000	-40,908.63	654,984.68	919,768.59	-264,783.91	124,480.54	-389,264.45	.00
393	<i>Metropolitan Medical Response-Contract Funds FUND</i>							
393	000	68,134.64	68,134.64	.00	68,134.64	.00	68,134.64	.00
396	<i>Council Lobbying FUND</i>							
396	000	1,924.00	1,924.00	.00	1,924.00	.00	1,924.00	.00
403	<i>Yeatman's Cove Park Trust FUND</i>							
403	000	708,756.49	710,204.36	.00	710,204.36	.00	710,204.36	.00
405	<i>Vending Program FUND</i>							
405	000	96,969.98	99,094.98	.00	99,094.98	.00	99,094.98	.00
411	<i>Home Investment Trust FUND</i>							
411	000	145,994.25	534,953.61	776,016.12	-241,062.51	4,279,937.85	-4,521,000.36	.00
412	<i>Food Service License Fees FUND</i>							
412	000	411,902.62	711,860.23	522,011.73	189,848.50	39,006.24	150,842.26	.00
413	<i>Swimming Pool License Fees FUND</i>							
413	000	40,316.79	41,430.64	43,493.05	-2,062.41	44,346.62	-46,409.03	.00

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414	Infectious Waste FUND							
414	000	456.08	456.08	.00	456.08	.00	456.08	.00
415	Immunization Action Plan FUND							
415	000	125,467.61	242,044.73	60,354.17	181,690.56	56,185.22	125,505.34	.00
420	Public Employee Assistance Pro FUND							
420	000	247,715.83	239,347.79	179,469.53	59,878.26	35,738.95	24,139.31	.00
425	Heart Health In Ham County FUND							
425	000	431.36	-9,280.02	84,101.81	-93,381.83	20,000.00	-113,381.83	.00
428	Urban Forestry FUND							
428	000	257,058.38	281,281.38	.00	281,281.38	79,646.30	201,635.08	.00
430	Parks Private Endowment FUND							
430	000	124,032.78	1,228,394.80	300,463.13	927,931.67	1,032,444.08	-104,512.41	7,279.00
435	Human Relations FUND							
435	000	1,000.00	1,060.00	.00	1,060.00	.00	1,060.00	.00
436	Environmental Studies FUND							
436	000	642,797.15	643,219.15	39,290.29	603,928.86	141,863.49	462,065.37	.00
438	Neighborhood Stabilization FUND							
438	000	618,596.75	631,508.02	1,302.74	630,205.28	.00	630,205.28	.00
439	Affordable Housing Trust Fund FUND							
439	000	1,300.00	1,300.00	.00	1,300.00	.00	1,300.00	.00
444	Armleder Projects FUND							
444	000	1,766,294.98	1,769,903.22	.00	1,769,903.22	.00	1,769,903.22	.00
445	Emergency Shelter FUND							
445	000	200,000.00	751,397.64	1,283,909.48	-532,511.84	3,133,463.22	-3,665,975.06	.00
446	Health Network FUND							
446	000	122,580.46	2,942,321.33	1,084,552.79	1,857,768.54	1,546,383.53	311,385.01	.00
448	Health Care For The Homeless FUND							
448	000	244,002.86	432,462.27	71,429.46	361,032.81	57,255.28	303,777.53	.00
456	Public Safety Special Projects FUND							
456	000	27,986.14	24,666.14	.00	24,666.14	6,100.00	18,566.14	.00
465	Housing Opp People With Aids FUND							
465	000	.00	85.03	331.61	-246.58	328,493.82	-328,740.40	.00
468	Avondale Equiv FUND							
468	000	1,370,344.56	2,689,191.27	498,969.57	2,190,221.70	.00	2,190,221.70	.00
469	Local Fiscal Recovery Fund (ARP) FUND							
469	000	.00	19,723,803.63	16,428,803.63	3,295,000.00	6,555,000.00	-3,260,000.00	.00
472	Fire Grants FUND							
472	000	-502,219.99	235,693.53	628,089.71	-392,396.18	133,090.00	-525,486.18	.00

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473	COVID-19 FUND							
473	000	8,322,946.10	8,322,946.10	2,491,562.20	5,831,383.90	5,758,437.80	72,946.10	.00
476	UASI Grant FUND							
476	000	10,563.95	10,563.95	.00	10,563.95	.00	10,563.95	.00
478	Justice Assistance Grant FUND							
478	000	380,517.11	377,853.41	127,099.44	250,753.97	77,939.49	172,814.48	.00
480	Queensgate South Dist Equiv FUND							
480	000	1,159,274.46	1,484,750.00	171,311.92	1,313,438.08	.00	1,313,438.08	.00
481	Downtown South/Riverfront Equivalent FUND							
481	000	5,981,109.11	8,504,785.02	1,239,885.84	7,264,899.18	1,000,000.00	6,264,899.18	.00
482	Downtown/OTR West Equivalent FUND							
482	000	5,121,320.68	6,122,695.46	990,698.72	5,131,996.74	66,358.00	5,065,638.74	.00
483	Downtown/OTR East Equivalent FUND							
483	000	9,214,674.27	15,538,406.09	2,253,634.26	13,284,771.83	390,900.00	12,893,871.83	.00
484	Center Hill-Carthage/SPUR District Equivalent FUND							
484	000	315,091.59	331,675.27	4,820.75	326,854.52	.00	326,854.52	.00
485	Walnut Hills Equivalent FUND							
485	000	1,743,780.93	2,650,965.16	462,860.10	2,188,105.06	.00	2,188,105.06	.00
486	East Walnut Hills Equivalent FUND							
486	000	1,784,505.46	2,691,453.29	267,636.90	2,423,816.39	.00	2,423,816.39	.00
487	CUF/Heights Equivalent FUND							
487	000	5,002,214.69	6,912,167.81	2,726,442.52	4,185,725.29	1,050,000.00	3,135,725.29	.00
488	Corryville Equivalent FUND							
488	000	4,336,588.54	6,318,929.03	829,809.65	5,489,119.38	399,312.00	5,089,807.38	.00
489	Bond Hill Equivalent TIF District 10 FUND							
489	000	857,646.29	1,039,387.85	52,781.85	986,606.00	.00	986,606.00	.00
490	Evanston Equivalent FUND							
490	000	1,047,645.36	1,354,472.56	133,708.44	1,220,764.12	.00	1,220,764.12	.00
491	Municipal Public Improvmt Equiv FUND							
491	000	6,875,648.40	10,419,637.23	3,377,024.13	7,042,613.10	236.06	7,042,377.04	.00
492	West Price Hill Equiv FUND							
492	000	50,853.22	83,566.12	9,786.32	73,779.80	.00	73,779.80	.00
493	Price Hill Equiv FUND							
493	000	171,702.62	193,195.34	6,598.48	186,596.86	.00	186,596.86	.00
494	East Price Hill Equiv FUND							
494	000	417,157.24	623,090.32	173,894.71	449,195.61	3,000.00	446,195.61	.00
495	Lower Price Hill Equiv FUND							
495	000	467,986.51	516,870.75	14,506.41	502,364.34	.00	502,364.34	.00

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496	Westwood 1 Equiv FUND							
496	000	201,891.05	245,320.69	12,965.17	232,355.52	.00	232,355.52	.00
497	Westwood 2 Equiv FUND							
497	000	62,338.69	145,793.29	23,864.15	121,929.14	.00	121,929.14	.00
498	Madisonville Equiv FUND							
498	000	2,530,165.58	3,557,776.66	589,691.15	2,968,085.51	.00	2,968,085.51	.00
499	Oakley Equiv FUND							
499	000	2,413,639.48	3,209,621.10	233,267.78	2,976,353.32	.00	2,976,353.32	.00
601	Prepaid Property Settlement FUND							
601	000	440,105.24	481,482.71	.00	481,482.71	.00	481,482.71	.00
604	Unclassified Receipts FUND							
604	000	61,719.68	2,645,486.44	.00	2,645,486.44	.00	2,645,486.44	.00
605	Undistributed City Income Tax FUND							
605	000	7,939,594.50	7,935,695.50	.00	7,935,695.50	.00	7,935,695.50	.00
608	Federal Taxes W/H FUND							
608	000	36,808.85	46,211.39	.00	46,211.39	.00	46,211.39	.00
610	United Way Withholding FUND							
610	000	19,255.03	21,922.59	.00	21,922.59	.00	21,922.59	.00
611	Union Dues Withholding FUND							
611	000	39,466.77	9,842.17	.00	9,842.17	.00	9,842.17	.00
612	State Pension Systems W/H FUND							
612	000	1,055,083.12	3,521,881.53	.00	3,521,881.53	.00	3,521,881.53	.00
614	Employee Salary W/H FUND							
614	000	67,662.93	69,209.83	.00	69,209.83	.00	69,209.83	.00
615	Ohio Sales Tax Deposits FUND							
615	000	54,641.55	58,973.01	.00	58,973.01	.00	58,973.01	.00
616	Fire Insurance Escrow FUND							
616	000	1,338,784.52	1,351,788.32	.00	1,351,788.32	20,000.00	1,331,788.32	.00
617	Admissions Tax Bonds FUND							
617	000	41,274.16	41,374.16	.00	41,374.16	.00	41,374.16	.00
618	Towing Charges Private Operatr FUND							
618	000	148,933.60	412,623.60	274,339.00	138,284.60	96,208.71	42,075.89	.00
619	State Food Service Deposits FUND							
619	000	46,678.99	52,708.99	.00	52,708.99	.00	52,708.99	.00
621	State Vital Statistics Deposit FUND							
621	000	805,633.40	865,545.05	.00	865,545.05	.00	865,545.05	.00
622	State Swimming Pool Deposits FUND							
622	000	5,921.52	5,546.52	.00	5,546.52	.00	5,546.52	.00

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<u>FND</u>	<u>DEPT</u>	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
623	Street Restoration FUND							
623	000	2,535,672.69	2,102,297.08	.00	2,102,297.08	.00	2,102,297.08	.00
625	Inspection Private St And Sewe FUND							
625	000	164,280.04	164,025.20	.00	164,025.20	.00	164,025.20	.00
626	Unclaimed Wages & Other Pay FUND							
626	000	306,815.12	1,367,289.01	.00	1,367,289.01	.00	1,367,289.01	.00
627	Deferred Compensation W/H FUND							
627	000	24,338.29	24,390.67	.00	24,390.67	.00	24,390.67	.00
628	State Income Tax W/H FUND							
628	000	65,244.57	67,671.47	.00	67,671.47	.00	67,671.47	.00
630	Cable Access Management FUND							
630	000	624,822.10	625,445.25	-1,757.27	627,202.52	20,262.11	606,940.41	.00
632	Local And School Withholding FUND							
632	000	14,039.87	5,952.10	.00	5,952.10	.00	5,952.10	.00
634	Buildings Escrow Deposits FUND							
634	000	160,801.19	176,488.91	.00	176,488.91	.00	176,488.91	.00
635	Buildings State Surcharge Fee FUND							
635	000	60,891.15	74,386.83	.00	74,386.83	.00	74,386.83	.00
636	Flexible Benefit Program FUND							
636	000	1,491,129.15	1,799,435.32	53,850.00	1,745,585.32	157,030.75	1,588,554.57	.00
638	Other City Deposits FUND							
638	000	136,597.92	136,597.92	.00	136,597.92	.00	136,597.92	.00
639	Police Property Room Deposits FUND							
639	000	4,358,436.70	4,520,759.86	.00	4,520,759.86	.00	4,520,759.86	.00
702	Enterprise Technology Solutions FUND							
702	000	1,947,051.89	4,583,018.78	2,063,621.36	2,519,397.42	4,466,803.67	-1,947,406.25	.00
704	MSD Capital Improvements FUND							
704	000	48,005,996.11	50,750,458.11	30,486,648.97	20,263,809.14	97,688,334.37	-77,424,525.23	11,950.00
706	W.M. Ampt Endowment FUND							
706	000	126,394.46	128,791.25	.00	128,791.25	.00	128,791.25	.00
707	Groesbeck Endowment FUND							
707	000	38,173.64	42,318.15	.00	42,318.15	.00	42,318.15	.00
708	Schmidlapp Park Music FUND							
708	000	52,665.59	52,780.78	.00	52,780.78	.00	52,780.78	.00
711	Risk Management FUND							
711	000	32,494,413.19	61,078,875.47	27,718,978.94	33,359,896.53	70,343,261.67	-36,983,365.14	.00
715	Convention Facility Authority FUND							
715	000	68,735.37	221,256.91	750.00	220,506.91	.00	220,506.91	.00

RUN DATE: 11/15/2021
 RUN TIME: 11.50.03

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<u>FND</u>	<u>DEPT</u>	<u>ORIGINAL AUTHORIZATION</u>	<u>ADJUSTED AUTHORIZATION</u>	<u>EXPENDITURES AMOUNT</u>	<u>UNEXPENDED BALANCE</u>	<u>ENCUMBRANCE AMOUNT</u>	<u>UNENCUMBERED BALANCE</u>	<u>PRE-ENCUMBERED AMOUNT</u>
721	<i>Crosley Field Complex-Trustee FUND</i>							
721	000	.00	1,875.00	1,875.00	.00	.00	.00	.00
751	<i>Recreation PIF FUND</i>							
751	000	400,067.19	400,067.19	.00	400,067.19	1.00	400,066.19	.00
752	<i>Park Board PIF FUND</i>							
752	000	2,525,509.65	2,561,533.04	2,000.00	2,559,533.04	.00	2,559,533.04	.00
753	<i>Expressways/Gateways PIF FUND</i>							
753	000	1,764,522.81	1,810,519.61	.00	1,810,519.61	.00	1,810,519.61	.00
754	<i>Working Capital Reserve FUND</i>							
754	000	35,830,262.24	39,066,195.39	.00	39,066,195.39	.00	39,066,195.39	.00
756	<i>Water Works PIF FUND</i>							
756	000	68,442,626.66	98,762,719.69	12,532,865.76	86,229,853.93	27,436,788.43	58,793,065.50	10,809,833.12
757	<i>Miscellaneous PIF FUND</i>							
757	000	4,342,607.64	5,743,142.40	-1,920.34	5,745,062.74	.00	5,745,062.74	.00
758	<i>Income Tax PIF FUND</i>							
758	000	34,582,324.11	35,680,607.66	7,267,608.08	28,412,999.58	5,000.00	28,407,999.58	.00
759	<i>Income Tax Transit FUND</i>							
759	000	9,480,217.11	9,669,101.74	-477.50	9,669,579.24	.00	9,669,579.24	.00
761	<i>Special Housing PIF FUND</i>							
761	000	2,691,099.12	2,361,099.12	.00	2,361,099.12	.00	2,361,099.12	.00
762	<i>Urban Redev Tax Incrmt Equivlt FUND</i>							
762	000	3,933,367.63	8,835,210.05	2,587,164.08	6,248,045.97	.00	6,248,045.97	.00
763	<i>Urban Redev Tax Incrmt Equivlt II FUND</i>							
763	000	248,958.30	2,205,572.35	1,666,244.47	539,327.88	1,470,898.83	-931,570.95	.00
791	<i>Sidewalk Assessments FUND</i>							
791	000	1,501,019.25	1,595,082.89	3,641.96	1,591,440.93	498,681.96	1,092,758.97	.00
792	<i>Forestry Assessments FUND</i>							
792	000	2,301,402.85	2,420,939.24	840,801.51	1,580,137.73	403,992.56	1,176,145.17	.00
793	<i>Blem Assessment FUND</i>							
793	000	1,274,974.02	1,420,876.76	214,909.14	1,205,967.62	299,369.71	906,597.91	.00
794	<i>Private Street Dedication FUND</i>							
794	000	240,543.33	252,747.51	.00	252,747.51	.00	252,747.51	.00
795	<i>Downtown Special Improvemt FUND</i>							
795	000	.00	1,694,746.94	1,694,746.94	.00	.00	.00	.00
815	<i>Judgement Bonds FUND</i>							
815	000	.00	500,000.00	500,000.00	.00	.00	.00	.00
816	<i>Focus 52 Program FUND</i>							
816	000	80,000.00	80,000.00	.00	80,000.00	.00	80,000.00	.00

RUN DATE: 11/15/2021
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CITY OF CINCINNATI - DEPARTMENT OF FINANCE
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852	Urban Renewal Tax Increment FUND							
852	000	6,228.80	6,228.80	.00	6,228.80	.00	6,228.80	.00
858	Street Improvement FUND							
858	000	.00	1,290,000.00	.00	1,290,000.00	.00	1,290,000.00	.00
862	Urban Development FUND							
862	000	3,536.15	3,536.15	.00	3,536.15	.00	3,536.15	.00
864	Automotive And Other Equip FUND							
864	000	.00	25,000.00	.00	25,000.00	.00	25,000.00	.00
882	Master Lease Program FUND							
882	000	.00	70,474.00	70,474.00	.00	25,456.76	-25,456.76	.00
883	Revolving Energy Loan FUND							
883	000	267,832.50	267,832.50	.00	267,832.50	.00	267,832.50	.00
886	Water Works Improvement FUND							
886	000	-2,484,111.97	3,788,777.46	3,586,687.21	202,090.25	4,515,571.79	-4,313,481.54	.00
980	Capital Projects FUND							
980	000	113,806,877.37	168,162,412.76	33,866,404.06	134,296,008.70	77,226,737.88	57,069,270.82	1,480,559.86

202200154

Date: January 20, 2022

To: Councilmembers Jan-Michele Lemon Kearney and Victoria Parks
From: Andrew W. Garth, City Solicitor *AWG*
Subject: **Resolution – Convention Center District Plan Development (B Version)**

Transmitted herewith is a resolution captioned as follows:

EXPRESSING the support of the Mayor and City Council for the City to collaborate with Hamilton County and other regional stakeholders to generate a comprehensive strategy for redevelopment of the Duke Energy Convention Center and surrounding properties into a true convention center district, including through the engagement of 3CDC for planning and management services related to such district.

AWG/SSB(Ink)
Attachment
354353.2

RESOLUTION NO. _____ - 2022

EXPRESSING the support of the Mayor and City Council for the City to collaborate with Hamilton County and other regional stakeholders to generate a comprehensive strategy for redevelopment of the Duke Energy Convention Center and surrounding properties into a true convention center district, including through the engagement of 3CDC for planning and management services related to such district.

WHEREAS, the City owns the Duke Energy Convention Center (“DECC”), located in downtown Cincinnati, which was developed in collaboration with other public and private stakeholders to drive economic activity in the region by attracting and hosting conventions and other large events; and

WHEREAS, the current configuration of the DECC, the lack of proximate amenities, and the underutilization of surrounding properties is hampering the DECC’s ability to compete against other regional and national convention center destinations, resulting in a loss of convention and event business to our region; and

WHEREAS, the DECC and the surrounding buildings and properties (collectively, the “Convention Center District”) are in need of a comprehensive redevelopment strategy in order to coordinate development efforts by public and private parties to ensure that Cincinnati can become not just a regional but a national destination for conventions and large events; and

WHEREAS, the City, Hamilton County, the Port of Greater Cincinnati Development Authority, and other regional stakeholders, both public and private, have recently taken constructive steps to get much of the Convention Center District under public control; and

WHEREAS, 3CDC is a locally based non-profit organization focused on the redevelopment of the City’s urban core and has a proven track record of success in establishing and executing on comprehensive redevelopment strategies in our city center; and

WHEREAS, the City desires to have those stakeholders engage 3CDC for its expert planning, development, and management services to assist in revitalizing the Convention Center District, including completion of the convention center hotel by fall of 2025, as more particularly described on Attachment A hereto; and

WHEREAS, the Mayor and Council expect thorough community engagement of City residents, neighboring small businesses, and intentionally diverse stakeholders to ensure an equitable and inclusive approach to revitalization within the Convention Center District; and

WHEREAS, the Mayor and Council expect individual development agreements resulting from the Convention Center District plan to include specific and actionable minority inclusion

goals, local hire outreach commitments, and to maintain a lens of racial equity throughout the development process; and

WHEREAS, as part of 3CDC’s strategic planning role for the Convention Center District, 3CDC will work with the City Administration, Hamilton County, the Port of Greater Cincinnati Development Authority, and other regional stakeholders to develop an inclusion policy and plan that creates a roadmap for implementing inclusion goals and promoting participation by minority-owned developers and other minority businesses in the redevelopment of the Convention Center District; and

WHEREAS, the Mayor and Council desire to support and encourage further collaboration with and engagement of Hamilton County, the Port of Greater Cincinnati Development Authority, City residents, and other area stakeholders to create a comprehensive strategy for redevelopment of the Convention Center District, which strategy will result in the creation of a true convention center district through engagement of 3CDC’s development services, thus promoting urban redevelopment and stimulating economic growth in the City and the region; now, therefore,

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

Section 1. That the Mayor and this Council hereby express their support for the City to collaborate with Hamilton County and other regional stakeholders to generate a comprehensive strategy for redevelopment of the Duke Energy Convention Center and surrounding area into a true convention center district, including through the engagement of 3CDC for planning and management services related to such district, as described on Attachment A hereto.

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

Passed: _____, 2022

Aftab Pureval, Mayor

Attest: _____
Clerk

ATTACHMENT A



Convention Center District Lead Development Manager—Proposed Scope of Services

As a result of specific and forward-thinking actions taken by the Port Authority, Hamilton County, and the City of Cincinnati, the region has a unique opportunity to advance the progress, development, and vibrancy of the Convention Center District. This District generally includes the area surrounding the Duke Energy Convention Center, between Race Street and Central Avenue, and between 4th and 6th streets. The District drives the region's vibrant and diverse hotel, tourism, travel, and convention economy, and in the next several years its successful development is critical to Cincinnati's long-term success.

3CDC has experience and a track record of success serving as a Lead Development Manager and offers the following scope of services related to the Convention Center District:

- Review the previously published reports by CSL (Strategic Planning For Cincinnati Event Facility and Destination Development) and HVS and ensure that work plans are consistent with the reports' findings.
- Evaluate the various parcels within the Convention Center District and make recommendations on the highest and best use of each property.
- Identify development priorities within areas of downtown adjacent to the Convention Center District.
- Evaluate existing and future parking demand based on various development scenarios.
- Evaluate the existing infrastructure within the Convention Center District to determine the condition of the public realm and the capacity to meet the needs of future development.
- Consider the potential acquisition of additional properties within or around the Convention Center District.
- Identify and engage design professionals to assess the current physical condition of the existing Duke Convention Center and make recommendations on a potential near-term capital improvement program for the facility.
- Make recommendations for interim uses of the Millennium Hotel sites (assuming future expansion is a longer-term project).
- Analyze existing and projected county hotel tax revenues and existing expenses (as summarized in reports produced by PFM) to determine the capacity of the lodging tax to fund future capital projects.
- For sites not required to support the convention center or hospitality uses, pursue development opportunities that are complimentary (e.g., residential, office, entertainment, or retail).
- As Lead Development Manager, 3CDC will report directly to the County Administrator and City Manager and provide quarterly updates to the elected representatives of both the County and City focused on community engagement, the development process and progress, inclusion and equity, and additional topics as directed by the County and City.

In addition, related to the most critical development priority, the headquarters hotel, 3CDC will initiate the planning and development process for a new Convention Center Hotel with a target completion date of Fall 2025. 3CDC will review and assess the CSL report to determine the appropriate headquarter hotel location and take the following specific proposed actions:

- ✓ Update the market study undertaken by HVS.
- ✓ Identify potential hotel developers and engage in preliminary discussions to gauge interest.
- ✓ Research alternative non-conventional funding options including federal, state and local sources.
- ✓ Finalize the RFP for hotel developers.
- ✓ Send the RFP to qualified developers and respond to questions and requests for additional information prior to submission.
- ✓ Evaluate the submissions by developers, conduct interviews and make a final recommendation on developer selection to the working group and elected officials.
- ✓ Negotiate a development and financing agreement (working in conjunction with financial advisors and legal professionals) with the selected development firm, including a room block commitment consistent with the needs of the CVB.
- ✓ Present the development and financing plan to the advisory committee, public administrators and elected officials.
- ✓ Seek public authorization of the financing and development agreement from local elected officials.
- ✓ Oversee the construction of the convention center hotel to ensure that the project is constructed in accordance with approved plans.



Greg Landsman
Councilmember

January 14th, 2022

MOTION
Civic/Voter Engagement

We move that the Administration conduct a report into the feasibility of implementing the following recommendations from the Urban League on improving civic and voter engagement:

1. Paid time off for City employees to vote (during the early voting timeframe or on Election Day).¹
2. Accessible transportation to vote for voters who need it (eg. for financial reasons, disability, etc.).
3. Implementing an improved communications/outreach plan that ensures all Cincinnati voters have access to accurate information regarding voter registration and civic engagement process; including but not limited to:
 - a. A 'Mobile Vote Center' initiative, spearheaded in partnership with the BOE, in order to engage hard-to-reach neighborhoods (similar to the traveling 513 Relief Bus, an effort which has proven to be very effective in bringing resources to people), and
 - b. Written resources —e.g. official mailers or flyers — and/or digital resources — e.g. updates to the City website to include more voter information, or innovative modes of communication like video and social media outreach — and more.
4. Piloting the use of City buildings as polling locations, in order to increase places voting is accessible.

The Administration is also welcome to include any additional ideas or recommendations for improving civic and voter engagement outside of the above in this report.

STATEMENT

On National Voter Registration Day in September of this year, Jasmine Coaston presented several recommendations for how the City of Cincinnati could improve our civic and voter engagement to members of the Major Projects Committee (on behalf of the Urban League). Considering the voting

¹Should include an update on Ordinance 0105-2015 (authorizing the City Manager to "take all necessary action to initiate negotiations with all of the City of Cincinnati's recognized bargaining units representing City employees to provide for a recognized City of Cincinnati holiday on Election Day of each year for all such represented employees" and to "take all necessary action to provide non-represented City employees with an Election Day holiday..." on what actions have been taken to negotiate, and how those negotiations have gone.

City of Cincinnati



801 Plum Street, Suite 351
Cincinnati, Ohio 45202

Phone: (513) 352 5232
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Web: www.cincinnati-oh.gov

Greg Landsman
Councilmember

participation of Cincinnati voters in local elections still hovers between a meager 20-30%, it is critical we look into possible initiatives or improvements that could nurture a more civically engaged city culture.

We can, and should, play a key role in educating citizens about the voting process and encouraging increased engagement in it. As a nationally recognized leader on issues of civil rights, urban advocacy, and political engagement, the Urban League's recommendations for Cincinnati should be honored; the Administration should conduct a report into the logistical feasibility and potential of enacting these reforms in Cincinnati.

Councilmember Greg Landsman

_____	_____
_____	_____
_____	_____
_____	_____

City of Cincinnati



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Cincinnati, Ohio 45202

Phone (513) 352-5205
Email Jan-Michele.Kearney@
cincinnati-oh.gov
Web www.cincinnati-oh.gov

2022-00145

Jan-Michele Lemon Kearney
Councilmember

January 21, 2022

WE MOVE for the City's Department of Transportation and Engineering to execute a parking study to evaluate the parking needs for the Madison and Whetsel Business District. The parking study will be funded from the Madisonville District TIF in the amount of \$30,000. The study will be shared with the Madisonville Community Council and other community stakeholders to provide input on the parking needs of the Madison and Whetsel Business District in order to inform a final decision of parking needs for the business district.

WE FURTHER MOVE that the parking study is completed by the end of February 2022.


Jan-Michele Lemon Kearney

STATEMENT

The City Administration proposed an expenditure of the Madisonville District TIF in the amount of \$30,000 to help fund a parking study to evaluate parking needs for the Madison and Whetsel Business District.

The parking analysis of the Madisonville Neighborhood Business District should include the number of public and private parking spots available in the immediate, walkable area after phase I, II, and III of the Ackerman Group's project at Madison & Whetsel are completed. The parking study funded by this motion is a long-standing community request and will provide additional data and direction on future parking needs for Madisonville and should be completed and shared before a final decision is made regarding the public parking lot.

CAL

Healthy Neighborhoods. (JK)

24100-0480-0

21JUN22PM12:51

CLERK OF COUNCIL