City of Cincinnati

801 Plum Street
Cincinnati, Ohio 45202

CALENDAR

Cincinnati City Council

Wednesday, February 25, 2026 | **2:00 PM** | **Council Chambers, Room 300**

ROLL CALL

PRAYER AND PLEDGE OF ALLEGIANCE

FILING OF THE JOURNAL

MR. JAMES

1. 202600956 **RESOLUTION**, submitted by Councilmember James, from Emily Smart Woerner, City Solicitor, **RECOGNIZING** Mr. Derrick Braziel as a 2026 Black History Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for Mr. Braziel's profound impact in Cincinnati's entrepreneurial ecosystem through his leadership with Pata Roja, the Greater Cincinnati Chamber of Commerce, and the non-profit MORTAR.

Recommendation PASS

Sponsors: James

CITY MANAGER

2. 202600925 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/25/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $13,947 from the Ohio Environmental Protection Agency Mosquito Control Program to investigate the prevalence of mosquito vectors and the incidence of infection in mosquito populations, to identify density locations for mosquito vector species, and to educate communities in the immediate area regarding how to reduce the mosquito populations; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Public Health Research Fund revenue account no. 350x8536.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

3. 202600926 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/25/2026, **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $50,000 from the National Association of County and City Health Officials Youth Violence Technical Assistance: Resilient, Innovative, Safe, and Empowered Communities program to support community-based organizations, local health departments, local government agencies, and other entities engaged in collaborative, community-led violence prevention efforts; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

4. 202600927 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/25/2026, **AUTHORIZING** the City Manager to accept and appropriate a donation of up to $57,500 from the Cincinnati Recreation Foundation to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program; and **AUTHORIZING** the Director of Finance to deposit donated resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

5. 202600928 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/25/2026, **AUTHORIZING** a payment of $6,904 from Cincinnati Police Department Criminal Activity Forfeiture - State Fund non-personnel operating budget account no. 369x222x1000x7419 to Mike Albert Leasing, Inc. as a moral obligation for outstanding charges related to vehicle leasing services in October and November 2025.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

6. 202600929 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/25/2026, **AUTHORIZING** the City Manager to execute a funding agreement with Green Umbrella to provide one-time operational support for green workforce development in Cincinnati; **AUTHORIZING** the City Manager to expend up to $450,000 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide one-time operational support to Green Umbrella for green workforce development in Cincinnati; and **DECLARING** such expenditure to serve a public purpose by encouraging green workforce development in Cincinnati.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

7. 202600930 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/25/2026, **AUTHORIZING** the City Manager to accept and appropriate a donation of up to $10,250 from the American Red Cross to support swim lessons and scholarships for the Cincinnati Recreation Commission's Junior Lifeguard program; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account 319x8571.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

8. 202600936 **REPORT,** dated 2/25/2026, submitted Sheryl M. M. Long, City Manager, regarding the Finance and Budget Monitoring Report for the Period Ending November 30, 2025.

Recommendation BUDGET, FINANCE & GOVERNANCE COMMITTEE

Sponsors: City Manager

CLERK OF COUNCIL

9. 202600947 **REGISTRATION**, submitted by the Clerk of Council from Legislative Agent Anne Sesler, Government Strategies, Director of Public Affairs, 700 Walnut Street, Suite 450, Cincinnati, OH 45202. (KEEP CINCINNATI BEAUTIFUL)

Recommendation FILE

Sponsors: Clerk of Council

ECONOMIC & CULTURAL OPPORTUNITY COMMITTEE

10. 202600541 **MOTION**, submitted by Councilmember Albi, Vice Mayor Kearney and Councilmembers Nolan, James and Johnson, **WE MOVE** that the Administration provide a report within 60 days regarding the need and possibility of establishing an emergency fund available to small businesses and nonprofits who encounter unexpected capital expenses (e.g., a fire, flooding or a boiler break). The report should include recommendations for potential criteria to qualify for such funding and potential funding restrictions.

Recommendation ADOPT

Sponsors: Albi, Kearney, Nolan, James and Johnson

BUDGET, FINANCE & GOVERNANCE COMMITTEE

11. 202600895 **ORDINANCE (EMERGENCY)**, submitted by Mayor Aftab Pureval, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the City Manager and City Solicitor to seek amendment of the Collaborative Settlement Agreement and Consent Decree in the class action lawsuit in the U.S. District Court for the Southern District of Ohio, Western Division captioned Sunyak, et al., v. City of Cincinnati, et al., Case Nos. 1:11-cv-445 and 1:12-cv-329. **(COUNCILMEMBER NOLAN EXCUSED FROM THIS ITEM)**

Recommendation PASS EMERGENCY

Sponsors: Mayor

12. 202600894 **ORDINANCE (EMERGENCY)**, submitted by Mayor Aftab Pureval, from Emily Smart Woerner, City Solicitor, **AUTHORIZING** the transfer and return to source of $50,000,000 from General Fund balance sheet reserve account no. 050x3421, “Income Tax Reserve for Refunds,” to the unappropriated surplus

of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $50,000,000 from the unappropriated surplus of General Fund 050 to City Manager's Office fringe benefit operating budget account no. 050x101x7500 to provide resources for a one-time payment, upon receipt of appropriate court orders, to the Cincinnati Retirement System to reduce the City's unfunded pension liability. **(COUNCILMEMBER NOLAN EXCUSED FROM THIS ITEM)**

Recommendation PASS EMERGENCY

Sponsors: Mayor

13. 202600906 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, AMENDING Ordinance No. 48-2024 for the purpose of expanding the scope of the project to be financed with proceeds of the City's not to exceed $23,000,000 Economic Development Revenue Bonds (Convention Center Renovation Urban Renewal Project) to include a convention center headquarters hotel project and related infrastructure improvements in the support of the Convention District.

Recommendation PASS EMERGENCY

Sponsors: City Manager

14. 202600903 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, **AUTHORIZING** the City Manager to execute a Development Agreement with Cincinnati CH (OH), LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the construction of a full-service convention center hotel and related infrastructure improvements in the Central Business District; **ESTABLISHING** new capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements; **AUTHORIZING** the transfer and return to source of $10,000,000 from capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to the unappropriated surplus of Urban Renewal - Tax Increment Bond Fund 852; **AUTHORIZING** the transfer and appropriation of $10,000,000 from the unappropriated surplus of Urban Renewal - Tax Increment Bond Fund 852 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay a portion of the construction costs for improvements to develop a full-service convention center hotel and related infrastructure improvements; **AUTHORIZING** the transfer and appropriation of $40,000,000 from the unappropriated surplus of Urban Development Bond Fund 862 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements; and **DECLARING** that (i) the construction and development of the convention center hotel to be an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725, and (ii) expenditures from the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a

full-service convention center hotel and related infrastructure improvements serve a public purpose because the project will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e).>

Recommendation PASS EMERGENCY

Sponsors: City Manager

15. 202600905 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, **DECLARING** a hotel to be developed on property located at 240 W. Fourth Street and 251 W. Fifth Street in the Central Business District of Cincinnati to be designated a convention center headquarters hotel for purposes of Ohio Revised Code Section 5739.093; **DECLARING** such convention center headquarters hotel and any associated convention center headquarters hotel facilities to be a public purpose; **DECLARING** lodging transactions occurring at such convention center headquarters hotel to be exempt from City of Cincinnati's lodging taxes levied pursuant to Cincinnati Municipal Code Chapter 312 for a period of thirty years; **REQUIRING** the convention center headquarters hotel's qualifying vendor to make payments in lieu of qualifying lodging taxes; **ESTABLISHING** new Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," for the purpose of receiving payments in lieu of qualifying lodging taxes associated with the convention center headquarters hotel; and **AUTHORIZING** expenditures from the newly-created Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," to facilitate construction financing for the convention center headquarters hotel and any associated convention center headquarters hotel facilities. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e).>

Recommendation PASS EMERGENCY

Sponsors: City Manager

16. 202600904 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, **AUTHORIZING** the City Manager to execute a Real Estate Agreement with Whex Garage LLC, (an affiliate of 3CDC) and Cincinnati CH (OH), LLC, pursuant to which the City will: (i) vacate as public right-of-way and convey an air parcel being a portion of West Fifth Street adjacent to the City-owned Cincinnati Convention Center, (ii) convey an existing air parcel adjacent to West Fifth Street, (iii) vacate as public right-of-way and convey all of Home Alley between West Fourth Street and West Fifth Street in the Central Business District, and (iv) grant, retain, and obtain certain easement rights to facilitate the construction of a new convention center headquarter hotel, Cincinnati Convention Center, the parking garage commonly known as Whex Garage, and an elevated and enclosed pedestrian walkway connecting the structures. (Subject to the Temporary Prohibition List <https://www.cincinnati-oh.gov/law/ethics/city-business>). <https://www.cincinnati-oh.gov/law/ethics/city-business%3e).>

Recommendation PASS EMERGENCY

Sponsors: City Manager

17. 202600490 **ORDINANCE** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, **REPEALING** Ordinance No. 32-1997, which Council passed on January 29, 1997, in its entirety to ensure fairness and flexibility in booking policies and procedures for the Cincinnati Convention Center.

Recommendation PASS

Sponsors: City Manager

18. 202600749 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, **AUTHORIZING** a payment of $94,788.83 from Cincinnati Health Department Health Network Fund non-personnel operating budget account no. 446x265x1110x7285 to Greater Cincinnati Dental Laboratories, Inc. as a moral obligation for laboratory services provided between January and November 2025.

Recommendation PASS EMERGENCY

Sponsors: City Manager

19. 202600752 **ORDINANCE (EMERGENCY)** submitted by Sheryl M. M. Long, City Manager, on 2/19/2026, **AUTHORIZING** the transfer and appropriation of $1,542,900 within General Fund 050 and from the unappropriated surplus of General Fund 050 according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments; **AUTHORIZING** the transfer of $300,000 within Income Tax-Infrastructure Fund 302 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Department of Transportation and Engineering and the Department of Public Services; and **AUTHORIZING** the transfer and appropriation of $335,300 from the unappropriated surplus of 9-1-1 Cell Phone Fees Fund 364 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Emergency Communications Center.

Recommendation PASS EMERGENCY

Sponsors: City Manager

20. 202600095 **MOTION (AMENDED)**, submitted by Vice Mayor Kearney, **WE MOVE** that City Council allocate to the Center for Closing the Health Gap $100,000 from the Special Events portion of the FY'25 Carryover Budget, or another source to be identified by the administration, to support the organization's Health Expo on April 18, 2026 as well as its numerous other impactful initiatives across the City throughout the year to empower residents in improving their health, and support the important work of tackling health disparities. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: Kearney

21. 202600751 **MOTION (AMENDED),** submitted by Vice Mayor Kearney, **WE MOVE** that City Council allocate $350,000 from Housing and Economic Development Reserve Fund or another source identified by the administration to Habitat for Humanity to support Cincinnati's urgent need for affordable housing, particularly affordable homeownership opportunities. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED).

Recommendation ADOPT

Sponsors: Kearney

SUPPLEMENTAL ITEMS

YOUTH & HUMAN SERVICES COMMITTEE

22. 202600744 **MOTION**, submitted by Councilmember James, **WE MOVE** that the City Administration, in coordination with City departments that directly engage with the public, evaluate its operations and engagement activities to identify whether its interactions with residents involves collecting citizenship or naturalization status date. We ask that this report be delivered to the city council within 90 days. (BALANCE ON FILE IN THE CLERK'S OFFICE) (STATEMENT ATTACHED)

Recommendation ADOPT

Sponsors: James

23. 202600902 **MOTION**, submitted by Councilmember Albi, Vice Mayor Kearney and Councilmember James, **WE MOVE** that the Administration take the necessary steps to prohibit sharing any real-time data, information or footage obtained through City-owned surveillance technology (including but not limited to cameras, drones and license plate readers) with any third-party for the purpose of assisting or supporting civil immigration enforcement unless mandated by law, a Court order, or judicial warrant.

Recommendation ADOPT

Sponsors: Albi, Kearney and James

24. 202600935 **MOTION**, submitted by Councilmembers Albi, Walsh, James and Nolan, **WE MOVE** that the Administration take the necessary steps to prohibit any City-owned or City-controlled property - including but not limited to City-owned buildings, parks, parking lots and any interior or exterior portion thereof - from being used as an unpermitted staging area, processing location, operations base, or any similar purpose in furtherance of federal immigration enforcement operations, unless federal officials have obtained a valid court order or judicial warrant. Prohibited uses of City-owned or City-controlled property include, but are not limited to, assembling, mobilizing, or deploying personnel, vehicles, or materials for the purpose of civil immigration enforcement. (BALANCE ON FILE IN THE CLERK'S OFFICE)

Recommendation ADOPT

Sponsors: Albi, Walsh, James and Nolan

ANNOUNCEMENTS

Adjournment

city of CINCINNATI

Interdepartmental Correspondence Sheet

202600956

Date: February 25, 2026

To: Councilmember Ryan James

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Resolution - Recognizing Derrick Braziel**

Transmitted herewith is a resolution captioned as follows:

> **RECOGNIZING** Mr. Derrick Braziel as a 2026 Black History Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for Mr. Braziel's profound impact in Cincinnati's entrepreneurial ecosystem through his leadership with Pata Roja, the Greater Cincinnati Chamber of Commerce, and the non-profit MORTAR.

EESW/CNS(dbr)
Attachment
4916-7588-6481

CNS

EESW

RESOLUTION NO. _____ - 2026

RECOGNIZING Mr. Derrick Braziel as a 2026 Black History Month honoree and **EXPRESSING** the appreciation of the Mayor and the Council of the City of Cincinnati for Mr. Braziel's profound impact in Cincinnati's entrepreneurial ecosystem through his leadership with Pata Roja, the Greater Cincinnati Chamber of Commerce, and the non-profit MORTAR.

WHEREAS, Derrick Braziel moved to the Cincinnati area in 2013, doing community work engaging Cincinnati's youth to empower them towards a path of economic mobility; and

WHEREAS, Mr. Braziel's work supporting Cincinnati entrepreneurs led to his co-founding of MORTAR Cincinnati, a nonprofit that offers historically marginalized entrepreneurs access to the necessary resources to run and start local businesses; and

WHEREAS, under Mr. Braziel's leadership, MORTAR has supported more than 500 entrepreneurs locally and expanded programming across the country; and

WHEREAS, Mr. Braziel continues to be a driving force in Cincinnati's business and commerce through his opening of Pata Roja on Court Street, which was recognized as one of Cincinnati's best new restaurants; and

WHEREAS, Mr. Braziel has been honored by a number of prestigious institutions for his vital work in the Cincinnati community, including fellowships with Common Future – a national economic justice nonprofit – and non-profit Echoing Green as an outstanding emerging social entrepreneur; and

WHEREAS, Mr. Braziel is also recognized as one of *Forbes'* 30 Under 30 and the *Cincinnati Business Courier's* 40 Under 40; and

WHEREAS, Mr. Braziel is one of twenty global leaders to participate in the distinguished Obama Foundation Fellowship for his dedication to bringing forward a wave of new Black leaders imagining fresh business opportunities in Cincinnati and across the country; and

WHEREAS, Mr. Braziel is a dedicated champion for Black prosperity and mobility, and through his work as an entrepreneur, mentor, and community advocate, he leads with core values around community, love, self-improvement, and uplifting others; now, therefore,

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

Section 1. That the Mayor and this Council hereby recognize Mr. Derrick Braziel as a 2026 Black History Month honoree for his innovative activism, leadership, and dedication.

Section 2. That this resolution be spread upon the minutes of Council and that a copy be provided to Mr. Braziel through the office of Councilmember Ryan James.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Submitted by Councilmember Ryan James

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

202600925

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Health: Ohio Environmental Protection Agency (OEPA) Mosquito Control Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $13,947 from the Ohio Environmental Protection Agency Mosquito Control Program to investigate the prevalence of mosquito vectors and the incidence of infection in mosquito populations, to identify density locations for mosquito vector species, and to educate communities in the immediate area regarding how to reduce the mosquito populations; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Public Health Research Fund revenue account no. 350x8536.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to $13,947 from the Ohio Environmental Protection Agency (OEPA) Mosquito Control Program to investigate the prevalence of mosquito vectors and the incidence of infection in mosquito populations, to identify density locations for mosquito vector species, and to educate communities in the immediate area regarding how to reduce the mosquito populations. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8536.

No additional FTEs/full time equivalents or local matching funds are associated with this grant.

The City already applied for this grant on January 22, 2026, to meet an application deadline, but no grant resources will be accepted without approval by the City Council.

Mosquito study and control are in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and the strategy to "[d]ecrease mortality and chronic and acute diseases" as described on pages 181-182 and 187-188 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $13,947 from the Ohio Environmental Protection Agency Mosquito Control Program to investigate the prevalence of mosquito vectors and the incidence of infection in mosquito populations, to identify density locations for mosquito vector species, and to educate communities in the immediate area regarding how to reduce mosquito populations; and **AUTHORIZING** the Director of Finance to deposit the grant resources into Public Health Research Fund revenue account no. 350x8536.

WHEREAS, a grant of up to $13,947 is available from the Ohio Environmental Protection Agency Mosquito Control Program to investigate the prevalence of mosquito vectors and the incidence of infection in mosquito populations, to identify density locations for mosquito vector species, and to educate communities in the immediate area regarding how to reduce mosquito populations; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, the Cincinnati Health Department applied for this grant on January 22, 2026, to meet an application deadline, but no grant resources will be accepted without approval by Council; and

WHEREAS, mosquito study and control are in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" and the strategy to "[d]ecrease mortality and chronic and acute diseases" as described on pages 181-182 and 187-188 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 authorized to apply for, accept, and appropriate a grant of up to $13,947 from the Ohio Environmental Protection Agency Mosquito Control Program to investigate the prevalence of mosquito vectors and the incidence of infection in mosquito populations, to identify density locations for mosquito vector species, and to educate communities in the immediate area regarding how to reduce mosquito populations.

Section 2. That the Director of Finance is authorized to deposit the grant resources into Public Health Research Fund revenue account no. 350x8536.

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 Sections 1 and 2.

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

202600926

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Health: National Association of County and City Health Officials (NACCHO) Youth Violence Technical Assistance Program Grant**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to apply for, accept, and appropriate a grant of up to $50,000 from the National Association of County and City Health Officials Youth Violence Technical Assistance: Resilient, Innovative, Safe, and Empowered Communities program to support community-based organizations, local health departments, local government agencies, and other entities engaged in collaborative, community-led violence prevention efforts; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

Approval of this Ordinance authorizes the City Manager to apply for, accept, and appropriate a grant of up to $50,000 from the National Association of County and City Health Officials Youth Violence Technical Assistance: Resilient, Innovative, Safe, and Empowered Communities program to support community-based organizations, local health departments, local government agencies, and other entities engaged in collaborative, community-led violence prevention efforts. This Ordinance further authorizes the Finance Director to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

If the grant is awarded, the Cincinnati Health Department's Healthy Communities Programs will partner with the Systems to Achieve Food Equity Network to intentionally integrate the voice of youths into its community hub model, where grant funds will support technical assistance that enables youth to conduct an environmental scan, identify and prioritize strategies at each hub, and develop a strategic plan to expand youth access to food and safe, supportive spaces within their communities.

The City applied for the grant on January 14, 2026, but no grant funds will be accepted without approval by the City Council. There are no new FTEs/full time equivalents associated with this grant and no local match is required.

Acceptance of this grant is in accordance with the Sustain goal to "[b]ecome a healthier Cincinnati" as described on pages 181-191 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

AUTHORIZING the City Manager to apply for, accept, and appropriate a grant of up to $50,000 from the National Association of County and City Health Officials Youth Violence Technical Assistance: Resilient, Innovative, Safe, and Empowered Communities program to support community-based organizations, local health departments, local government agencies, and other entities engaged in collaborative, community-led violence prevention efforts; and **AUTHORIZING** the Director of Finance to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

WHEREAS, a grant of up to $50,000 is available from the National Association of County and City Health Officials Youth Violence Technical Assistance: Resilient, Innovative, Safe, and Empowered Communities program to support community-based organizations, local health departments, local government agencies, and other entities engaged in collaborative, community-led violence prevention efforts; and

WHEREAS, if the grant is awarded, the Cincinnati Health Department's Healthy Communities Programs will partner with the Systems to Achieve Food Equity Network to intentionally integrate the voice of youths into its community hub model, where grant funds will support technical assistance that enables youth to conduct an environmental scan, identify, and prioritize strategies at each hub, and develop a strategic plan to expand youth access to food and safe, supportive spaces within their communities; and

WHEREAS, the City applied for this grant on January 14, 2026, but no grant funds will be accepted without approval by Council; and

WHEREAS, this grant does not require matching funds, and there are no new FTEs/full time equivalents associated with this grant; and

WHEREAS, supporting youth access to food and safe, supportive spaces within their communities is in accordance with the Sustain goal to "[b]ecome a healthier Cincinnati" as described on pages 181-191 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 authorized to apply for, accept, and appropriate a grant of up to $50,000 from the National Association of County and City Health Officials Youth Violence Technical Assistance: Resilient, Innovative, Safe, and Empowered Communities program to support community-based organizations, local health departments, local government agencies, and other entities engaged in collaborative, community-led violence prevention efforts.

Section 2. That the Director of Finance is authorized to deposit the grant funds into Public Health Research Fund revenue account no. 350x8571.

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 Sections 1 and 2.

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

202600927

From: Sheryl M. M. Long, City Manager

Subject: **Ordinance – Cincinnati Recreation Commission (CRC): First Serve Community Fund Donation**

Attached is an Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation of up to $57,500 from the Cincinnati Recreation Foundation to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program; and **AUTHORIZING** the Director of Finance to deposit donated resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

Approval of this Ordinance authorizes the City Manager to accept and appropriate a donation of up to $57,500 from the Cincinnati Recreation Foundation to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program. The Ordinance also authorizes the Director of Finance to deposit the donated resources into Contributions for Recreation Purposes Fund 319.

The Cincinnati Recreation Foundation received a donation of $57,500 from the First Serve Community Fund to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program. The funding will be used to introduce the game of tennis to children between the ages of six and fourteen by using a combination of instruction, games, and match play.

The donation does not require matching funds or new FTEs/full time equivalents.

Supporting the Cincinnati Recreation Commission's National Junior Tennis and Learning program is in accordance with the "Live" goal to "[b]uild a robust life" as described on page 149 of Plan Cincinnati (2012).

The Administration recommends passage of this Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

KKF

- 2026

AUTHORIZING the City Manager to accept and appropriate a donation of up to $57,500 from the Cincinnati Recreation Foundation to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program; and **AUTHORIZING** the Director of Finance to deposit donated resources into Fund 319, "Contributions for Recreation Purposes," revenue account no. 319x8571.

WHEREAS, the Cincinnati Recreation Foundation received a donation of $57,500 from the First Serve Community Fund to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program; and

WHEREAS, the funding will be used to introduce the game of tennis to children between the ages of six and fourteen by using a combination of instruction, games, and match play; and

WHEREAS, this donation does not require matching funds, and there are no new FTEs/full time equivalents associated with this donation; and

WHEREAS, supporting the Cincinnati Recreation Commission's National Junior Tennis and Learning program is in accordance with the "Live" goal to "[b]uild a robust public life" as described on page 149 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 authorized to accept and appropriate a donation of up to $57,500 from the Cincinnati Recreation Foundation to support the Cincinnati Recreation Commission's National Junior Tennis and Learning program.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account 319x8571.

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

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

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

202600928

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Police: Moral Obligation Payment to Mike Albert Leasing, Inc.**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** a payment of $6,904 from Cincinnati Police Department Criminal Activity Forfeiture – State Fund non-personnel operating budget account no. 369x222x1000x7419 to Mike Albert Leasing, Inc. as a moral obligation for outstanding charges related to vehicle leasing services in October and November 2025.

This Emergency Ordinance authorizes a payment of $6,904 from Cincinnati Police Department Criminal Activity Forfeiture – State Fund non-personnel operating budget account no. 369x222x1000x7419 to Mike Albert Leasing, Inc. as a moral obligation for outstanding charges related to vehicle leasing services in October and November 2025.

In June 2024, the City entered a master agreement with Mike Albert Leasing, Inc. for the provision of vehicle leasing services. Under the Master Agreement, the Cincinnati Police Department (CPD) submits a separate delivery order to encumber funds for each lease. CPD submitted requests to extend several expiring leases, but approval was not received until after the leases had expired. Because the leases had expired, they could not be extended, and additional funds could not be encumbered. Mike Albert Leasing, Inc. continued to lease vehicles to CPD in October and November 2025 after the leases had expired. To ensure this does not occur again, CPD will work with the Office of Procurement to have accurate and timely lease terms. Sufficient existing funds are available to pay Mike Albert Leasing, Inc. for the services rendered.

The reason for the emergency is the immediate need to make payment to Mike Albert Leasing, Inc. for outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

MSS

- 2026

AUTHORIZING a payment of $6,904 from Cincinnati Police Department Criminal Activity Forfeiture – State Fund non-personnel operating budget account no. 369x222x1000x7419 to Mike Albert Leasing, Inc. as a moral obligation for outstanding charges related to vehicle leasing services in October and November 2025.

WHEREAS, in June 2024, the City entered a master agreement with Mike Albert Leasing, Inc. ("Contractor") for the provision of vehicle leasing services; and

WHEREAS, under the master agreement, the Cincinnati Police Department ("CPD") submits a separate delivery order to encumber funds for each vehicle leased; and

WHEREAS, CPD submitted requests to the Office of Procurement to extend several leases that were going to expire, but approval to extend the leases was not received until after the leases had expired; and

WHEREAS, because the leases had expired, they could not be extended, and additional funds could not be encumbered under the existing lease agreements; and

WHEREAS, Contractor continued to lease vehicles to CPD in October and November of 2025 after the leases had expired; and

WHEREAS, to ensure this does not occur again, CPD will work with the Office of Procurement to provide accurate lease terms and timely processing of requests for extension of leases; and

WHEREAS, Contractor has invoiced the City $6,904 for the services provided after the leases had expired; and

WHEREAS, sufficient resources are available in Cincinnati Police Department Criminal Activity Forfeiture – State Fund non-personnel operating budget account no. 369x222x1000x7419 to pay for the services Contractor provided; and

WHEREAS, Council desires to pay $6,904 to Contractor as a moral obligation for leasing services provided to the City after the leases had expired; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay $6,904 from Cincinnati Police Department Criminal Activity Forfeiture – State Fund non-personnel operating budget

account no. 369x222x1000x7419 to Mike Albert Leasing, Inc. as a moral obligation for outstanding charges related to vehicle leasing services in October and November 2025.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to make payment to Mike Albert Leasing, Inc. for outstanding charges in a timely manner.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

From: Sheryl M. M. Long, City Manager

202600929

Subject: **Emergency Ordinance – OES: Green Umbrella Funding Agreement**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to execute a funding agreement with Green Umbrella to provide one-time operational support for green workforce development in Cincinnati; **AUTHORIZING** the City Manager to expend up to $450,000 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide one-time operational support to Green Umbrella for green workforce development in Cincinnati; and **DECLARING** such expenditure to serve a public purpose by encouraging green workforce development in Cincinnati.

This Emergency Ordinance authorizes the City Manager to execute a funding agreement with Green Umbrella to provide one-time operational support for green workforce development in Cincinnati. This Emergency Ordinance also authorizes the City Manager to expend up to $450,000 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide one-time operational support to Green Umbrella for green workforce development in Cincinnati. Finally, this Emergency Ordinance declares this expenditure to serve a public purpose.

Providing one-time operational support to Green Umbrella will encourage green workforce development by supporting employment programming across sustainability focus areas, including energy efficiency, renewable energy, climate migration, recyclable materials, organics composting, food systems, green transportation, the natural environment, community activation, and resiliency.

Providing one-time operational support to Green Umbrella to support green workforce development in Cincinnati is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" as described on page 181 of Plan Cincinnati (2012).

The reason for the emergency is the immediate need to execute a funding agreement with Green Umbrella for green workforce development.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

IMD

- 2026

AUTHORIZING the City Manager to execute a funding agreement with Green Umbrella to provide one-time operational support for green workforce development in Cincinnati; **AUTHORIZING** the City Manager to expend up to $450,000 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating budget account no. 050x104x7400 to provide one-time operational support to Green Umbrella for green workforce development in Cincinnati; and **DECLARING** such expenditure to serve a public purpose by encouraging green workforce development in Cincinnati.

WHEREAS, Green Umbrella is a Greater Cincinnati Regional Climate Collaborative dedicated to making communities more climate resilient and equitable while decreasing greenhouse gas emissions; and

WHEREAS, providing one-time operational support to Green Umbrella will encourage green workforce development by supporting employment programing across sustainability focus areas, including energy efficiency, renewable energy, climate migration, recyclable materials, organics composting, food systems, green transportation, the natural environment, community activation, and resiliency; and

WHEREAS, green workforce development benefits Cincinnati residents by creating self-sustaining jobs, providing opportunities for wealth-building, and promoting a circular economy; and

WHEREAS, Green Umbrella will use these resources to support green workforce development within Cincinnati through outreach and educational programming, training and professional development, surveys and assessments, focus area planning, and progress reporting, with the objective of helping the City meet the "Education" goal of having "4,000 individuals trained for green economy jobs by 2028," as described on pages 92-93 of the Green Cincinnati Plan (2023); and

WHEREAS, providing one-time operational support to Green Umbrella for green workforce development in Cincinnati is in accordance with the "Sustain" goal to "[b]ecome a healthier Cincinnati" as described on page 181 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 authorized to execute a funding agreement with Green Umbrella to provide one-time operational support for green workforce development in Cincinnati.

Section 2. That the City Manager is authorized to expend up to $450,000 of existing resources from Office of Environment and Sustainability General Fund non-personnel operating

budget account no. 050x104x7400 to provide one-time operational support to Green Umbrella for green workforce development in Cincinnati.

Section 3. That providing one-time operational support to Green Umbrella is declared to serve a public purpose because encouraging green workforce development in Cincinnati will provide employment training in various sectors, including energy efficiency, renewable energy, sustainability, and the environment.

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.

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 execute a funding agreement amendment with Green Umbrella for green workforce development.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

202600930

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Cincinnati Recreation Commission (CRC): Red Cross Donation**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to accept and appropriate a donation of up to $10,250 from the American Red Cross to support swim lessons and scholarships for the Cincinnati Recreation Commission's Junior Lifeguard program; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account 319x8571.

Approval of this Emergency Ordinance authorizes the City Manager to accept and appropriate a donation of up to $10,250 from the American Red Cross to support swim lessons and scholarships for the Cincinnati Recreation Commission's Junior Lifeguard program. The Ordinance also authorizes the Director of Finance to deposit the donation into Contribution for Recreation Purposes Fund 319.

The Red Cross donation would cover costs from the 2025 pool season. The donation does not require matching funds or any new FTEs/full time equivalents.

Acceptance of donated funds to support CRC swim lessons and Junior Lifeguard scholarships is in accordance with the "Live" goals to "[b]uild a robust public life" and "[c]reate a more livable community" as described on pages 149-162 of Plan Cincinnati (2012).

The reason for this emergency is the immediate need to ensure timely processing of the donation to reimburse CRC for the 2025 pool season.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

Office of the City Manager, Office of Budget & Evaluation, City Hall Rm 142 Ph 352-3232 Fax 352-3233 C:\Users\bhartman\Downloads\Red Cross AccApr OrdTrans.docx

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JWF

- 2026

AUTHORIZING the City Manager to accept and appropriate a donation of up to $10,250 from the American Red Cross to support swim lessons and scholarships for the Cincinnati Recreation Commission's Junior Lifeguard program; and **AUTHORIZING** the Director of Finance to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account 319x8571.

WHEREAS, the American Red Cross has offered to donate up to $10,250 to the Cincinnati Recreation Commission ("CRC") to fund swim lessons and scholarships for the Junior Lifeguard program; and

WHEREAS, if approved, the donated funds will be used to reimburse CRC for the 2025 pool season; and

WHEREAS, these donations do not require matching funds, and there are no new FTEs/full time equivalents associated with these donations; and

WHEREAS, acceptance of donated funds to support CRC swim lessons and Junior Lifeguard scholarships is in accordance with the "Live" goals to "[b]uild a robust public life" and "create a more livable community" as described on pages 149-162 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 authorized to accept and appropriate a donation of up to $10,250 from the American Red Cross to provide funding to support swim lessons and scholarships for the Cincinnati Recreation Commission's ("CRC") Junior Lifeguard program.

Section 2. That the Director of Finance is authorized to deposit the donated funds into Fund 319, "Contributions for Recreation Purposes," revenue account 319x8571.

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

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 timely processing of the donation to reimburse CRC for the 2025 pool season.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 25, 2026

To: Mayor and Members of City Council

202600936

From: Sheryl M. M. Long, City Manager

Subject: **Finance and Budget Monitoring Report for the Period Ending November 30, 2025**

The purpose of this report is to provide the City Council with the status of the City's Fiscal Year (FY) 2026 financial and operating budget conditions as of November 30, 2025, to note any significant variances, identify potential budget issues, and provide recommendations. The report is divided into two sections: revenues and expenditures. Various supplemental reports are attached to reflect forecasted revenue, actual revenue, expenditures, and commitments through November 30, 2025.

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 $8.1 million through the end of November. However, this report highlights increased potential expenditure needs in the amount of $43.6 million. However, increased police detail revenue of $6.2 million in the remaining seven months of FY 2026 is expected to partially offset this need reducing it to $37.4 million.

2. Overtime in the Cincinnati Fire Department (CFD) and the Cincinnati Police Department (CPD) is currently outpacing the budget. In CFD, the increased overtime is primarily driven by increased wages and the assignment of sworn positions to administrative tasks and other special duty assignments. With the graduation of Recruit Class 123, CFD is now over their budgeted sworn complement. If trends do not curtail, CFD projects an overtime need of $19.0 million. In CPD, the increased overtime is primarily due to Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events such as BLINK, FC Cincinnati soccer games, and Cincinnati Bengals home football games. If overtime trends do not curtail, CPD projects a need of up to $11.4 million for overtime by fiscal year end. CPD's total need is $21.9 million for overtime and off-duty detail expenses, $10.5 million of which can be offset by additional off-duty detail revenue.

3. Pursuant to a grievance settlement agreement with the International Association of Fire Fighters (IAFF), various wage adjustments are required. Retroactive pay on regular wages back to December 2023 is expected to cost $6.7 million. There will also be an impact to overtime and ongoing wages. This is an unbudgeted expense, and a supplemental appropriation will be required. The Administration recommends transferring $6,745,474 to the Reserve for Weather Events, Other Emergency and One-Time Needs General Fund balance sheet reserve account to cover the retroactive portion of these additional costs related to the newly agreed to bargaining agreement as part of the FY 2025 Closeout Ordinance. If approved, these resources would be transferred as part of the Final Adjustment Ordinance (FAO) as necessary.

4. The Approved FY 2025 Budget Update assumed a 2.0% wage increase for the Cincinnati Organized and Dedicated Employee (CODE) members. The labor agreement was not approved until October 2025 and included a 5.0% across-the-board wage adjustment retroactive to March 2025. The Administration recommends transferring $360,000 to the Reserve for Weather Events, Other Emergency and One-Time Needs General Fund balance sheet reserve account as part of the FY 2025 Closeout Ordinance to cover the retroactive portion of these additional costs related to the newly agreed to bargaining agreement. These resources will be transferred as part of the Final Adjustment Ordinance (FAO).

5. The Approved FY 2026 Budget assumes a 3.0% wage increase for CODE members in FY 2026, but the newly executed labor agreement includes a 4.0% across-the-board wage adjustment. Additionally, the new contract includes a new longevity pay article and a one-time lump sum payment. The Administration recommends transferring $390,000 to the Reserve for Weather Events, Other Emergency and One-Time Needs General Fund balance sheet reserve account as part of the FY 2025 Closeout Ordinance to cover a portion of the longevity and one-time lump sum payment needs. However, this will not cover the ongoing needs associated with the across-the-board wage adjustments. Transfers will likely be required in the Final Adjustment Ordinance (FAO).

6. The Approved FY 2026 Budget assumes a 3.0% wage increase for American Federation of State, County, and Municipal Employees (AFSCME) members in FY 2026, but the newly executed labor agreement includes a 5.0% across-the-board wage adjustment. Additionally, the new contract includes increased longevity pay, increased deferred compensation match, and one-time lump sum payments. The Administration recommends transferring $2,655,000 to the Reserve for Weather Events, Other Emergency and One-Time Needs General Fund balance sheet reserve

account as part of the FY 2025 Closeout Ordinance to cover the longevity and one-time lump sum payment needs. Transfers will likely be required in the Final Adjustment Ordinance (FAO).

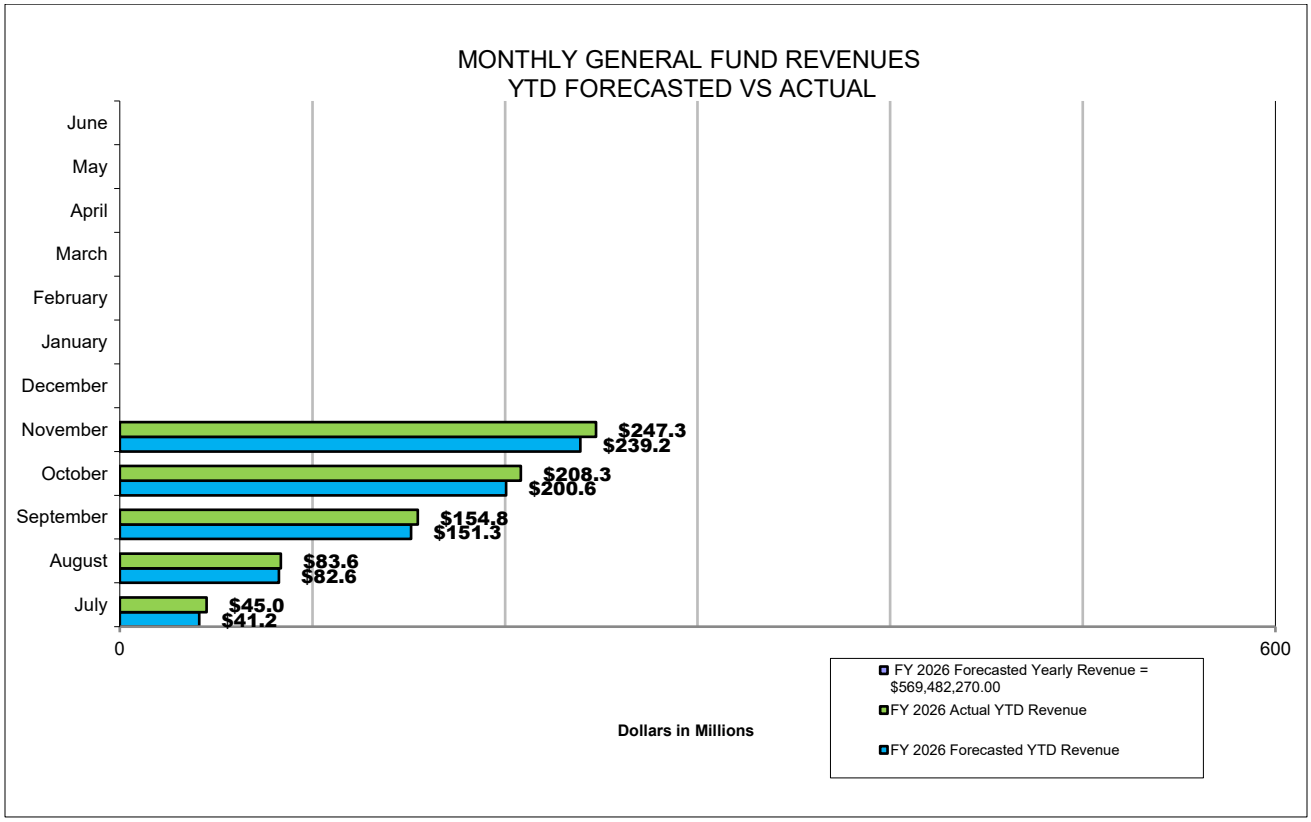
REVENUE

The following report provides an update on the City of Cincinnati's financial condition as of the month ending November 30, 2025. This report represents the fifth report for the new 2026 fiscal year, ending June 30, 2026. Variances are based on current year estimates and prior year activity in the attached schedules.

A more detailed explanation of revenues and expenditures is attached for review, including reports comparing the current year's actual revenue vs. forecasted revenue and prior year's actual revenue vs. 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 November 30, 2025 and shows that actual revenue of $247.3 million was above forecasted revenue of $239.2 million by $8.1 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	PERCENTAGE VARIANCE
General Property Tax	2,368,481		11.62%
City Income Tax	652,146		0.44%
Admissions Tax	171,948		3.25%
Short Term Rental Excise Tax	186,097		16.30%
Licenses & Permits		(26,936)	-0.19%
Fines, Forfeitures, & Penalties		(533,826)	-20.27%
Investment Income		(1,160,310)	-14.61%
Local Government	316,347		4.60%
Casino	107,121		2.14%
Police	4,298,056		96.28%
Buildings and Inspections		(25,844)	-0.85%
Fire	424,663		10.24%
Parking Meter	100		0.02%
Other	1,350,106		8.50%
	9,875,064	(1,746,917)	
Difference	8,128,148		

General Fund (favorable variance) is $8.1 million above the amount forecasted through November in the FY 2026 Budget. This is the fifth month's report for the new fiscal year. What follows is an explanation of significant variances of individual General Fund revenue components.

General Property Tax (favorable variance) is $2.4m above the forecasted amount. Based on information from the County Auditor's Office we expect to finish the fiscal year with a favorable variance ~$2m.

Income Tax (favorable variance) is $652k above the forecasted amount. Net profit receipts are down compared to prior year. Finance will monitor this trend closely.

Admissions Tax (favorable variance) is $172k above the forecasted amount. The Bengals shifted a home game to October.

Fines, Forfeitures & Penalties (unfavorable variance) is $534k below the forecasted amount. Civil fines and moving violations are trending lower than estimated. Finance will work with Law to keep an eye on this category.

Investment Income (unfavorable variance) is $1.2 million below the forecasted amount. This is due to a timing variance of a drawdown of bond interest and will resolve itself by the end of the next quarter.

Police (favorable variance) is $4.3 million above the forecasted amount. The department's detailed estimate was understated; therefore, we project this category finishing well above estimate for the year.

Fire (favorable variance) is $425k above the forecasted amount. Fire's Emergency Medical Services (EMS) third party vendor has received collections from prior periods as they continue to recover from their cyberattack.

Other (favorable variance) is $1.3 million above the forecasted amount. Police received a grant reimbursement for the previous fiscal year, and Transportation and Engineering (DOTE) received payment for several prior year invoices.

II. RESTRICTED FUNDS

A. **Convention Center (favorable variance) is $306k above** the forecasted amount. The receipt of a settlement payment originally estimated in FY 2025 was received in FY 2026 leading to the positive variance.

B. **Golf (favorable variance) is $451k above** the forecasted amount. Staff have caught up on receipting, and weather conditions have been better than anticipated.

C. **Cincinnati Area Geographic Information System (CAGIS) (unfavorable variance) is $402k below** the forecasted amount. Due to contract changes billing has not been able to be sent out yet this year. Once the contract is resolved and billings are initiated and paid, the variance should level out.

D. **Streetcar (unfavorable variance) is $535k below** the forecasted amount. This is due to a delay in drawing down grant revenue for preventive maintenance reimbursements. This will be resolved once the reimbursements are received.

E. **County Law Enforcement Applied Regionally (CLEAR) (unfavorable variance) is $461k below** the forecasted amount. This is due to a timing

variance in invoicing and will resolve itself when Enterprise Technology Solutions (ETS) catches back up.

EXPENDITURES

The following provides an update on the City of Cincinnati's operating budget position as of the month ending November 30, 2025. 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 39.5% of budget, and commitments are 45.6% of budget in the General Fund 050 as compared to the estimated period ending November 30, 2025, or 41.7% of the fiscal year. "Non-personnel expenses" are trending higher at 59.2% 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 2026 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 2026.

A. Budget Savings Identified

As of November 30, 2025, no General Fund 050 departments are projecting savings at the end of FY 2026. 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 2026. 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 departments in the coming months and work with them to mitigate the need for supplemental appropriations. As appropriate, any remaining budget needs will be addressed within the FAO.

1. **Cincinnati Police Department ($21.9 million)**

   The Cincinnati Police Department (CPD) projects a total personnel need of $21.9 million primarily due to overtime. This personnel overage is attributed to an approximate $11.4 million increase in Police Visibility Overtime (PVO) related to Downtown Event Deployment to curb violence and for large public events, and FC Cincinnati and Cincinnati Bengals home games. Additionally, police off-duty detail expense is projected to be greater than anticipated, which is offset by an additional $10.5 million in detail revenue. This detail revenue may be appropriated to offset the projected off-duty detail need. Overtime spending and lump sum payments will be closely monitored as the fiscal year progresses. The City Administration is having regular meetings with the department to closely monitor staffing trends and overtime needs, and to identify overtime mitigation strategies.

2. **Cincinnati Fire Department ($19.0 million)**

   The Cincinnati Fire Department (CFD) projects a total need of up to $19.0 million primarily due to overtime and salary increases related to collective bargaining agreements and a recent arbitration settlement agreement. This does not include the retroactive pay associated with the arbitration settlement agreement. The department has implemented two programs that run primarily on overtime in response to increased calls for service: peak demand medical units and chase vehicles. There are also rising overtime costs associated with sending sworn members to paramedic training and backfilling positions to keep units in full operation. CFD has started implementing an overtime reduction strategy, including reducing the number of peak demand medical units and eliminating the chase vehicles. With the graduation of Recruit Class 123, CFD is now over their budgeted sworn complement. The City Administration is having regular meetings with the department to closely monitor staffing trends and overtime needs, and to identify overtime mitigation strategies.

3. **City Manager's Office ($1.0 million)**

   The City Manager's Office projects a need of $500,000 for an Americans with Disabilities Act (ADA) consultant, $205,000 for the Community Care Initiative, $100,000 for the Collaborative Agreement Sustainability consultant, and $200,000 in expert services for public safety strategizing, engagement, and communication. No savings or needs are projected in personnel.

4. **Non-Departmental Accounts ($529,000)**

   The Workers' Compensation non-departmental account is projecting a need of $529,000. The final charge was higher than budgeted due to General Fund supplemental appropriations for public safety overtime provided at the end of FY 2025.

5. **Cincinnati Recreation Commission ($500,000)**

The Cincinnati Recreation Commission projects a non-personnel need of up to $500,000 related to increased utility expenses, a major water leak at a center pool, and prior year material and supply expenses for pools. These needs will be closely monitored.

6. Department of Public Services ($442,000)

The Department of Public Services (DPS) projects a personnel need of $95,000 related to increases from the newly executed AFSCME labor contract. The department also projects a non-personnel need of $347,000 related to information technology (IT) services and City Hall maintenance. These needs may be partially offset by personnel savings in other agencies.

7. Department of Human Resources ($200,000)

The Department of Human Resources (HR) projects a possible non-personnel need of up to $200,000 related to public safety testing, which will be closely monitored. HR projects no savings or needs in personnel, pending reimbursement processing.

8. Department of Law ($65,000)

The Department of Law projects a $65,000 non-personnel need related to temporary staffing to support the contracts section of the General Counsel Division as well as other contractual service expenses. No savings or needs are currently projected in personnel, pending reimbursement processing. However, the department intends to fill several critical vacancies in the coming months, so personnel will be monitored closely.

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 2026.

1. Clerk of Council

The Clerk of Council's Office projects a potential personnel savings due to natural employee turnover.

2. Enterprise Technology Solutions

The Department of Enterprise Technology Solutions projects no budget savings or need at this time, pending reimbursement processing.

3. **City Manager's Office: Office of Budget and Evaluation**
   The Office of Budget and Evaluation projects no budget savings or need at this time.

4. **City Manager's Office: Office of Environment and Sustainability**
   The Office of Environment and Sustainability projects no budget savings or need at this time.

5. **City Manager's Office: Emergency Communications Center**
   The Emergency Communications Center projects no savings or need at this time.

6. **City Manager's Office: Office of Procurement**
   The Office of Procurement projects no budget savings or need at this time, pending reimbursement processing.

7. **City Manager's Office: Office of Performance and Data Analytics**
   The Office of Performance and Data Analytics (OPDA) projects no budget savings or need at this time, pending reimbursement processing.

8. **City Manager's Office: Internal Audit**
   Internal Audit projects no budget savings or need at this time.

9. **Department of Finance**
   The Department of Finance projects a possible personnel need in the Division of Accounts and Audits due to various staffing changes, including the addition of a position in Payroll. As the fiscal year continues, this need will be closely monitored.

10. **Department of Community and Economic Development**
    The Department of Community and Economic Development (DCED) projects no budget savings or need at this time. However, transfers within appropriations may be required in the Final Adjustment Ordinance (FAO).

11. **Department of City Planning and Engagement**
    The Department of City Planning and Engagement projects no savings or needs, pending reimbursement processing.

12. **Citizen Complaint Authority**
    The Citizen Complaint Authority (CCA) projects no savings or need at this time.

13. **Cincinnati Parks Department**

The Parks Department projects no budget savings or need at this time, pending reimbursement processing.

14. Department of Buildings & Inspections

The Department of Buildings & Inspections projects no budget savings or need at this time, pending reimbursements. Budgeted reimbursements into the General Fund will continue to be prioritized and aligned with various department programs.

15. Department of Transportation and Engineering

The Department of Transportation and Engineering projects no savings or needs at this time. However, transfers within appropriations may be required in the Final Adjustment Ordinance (FAO).

16. Enterprise Services: Parking

The Enterprise Services Parking Division has no projected savings or needs at this time.

17. Department of Economic Inclusion

The Department of Economic Inclusion projects neither a savings nor a need at this time.

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 34.0% expended year to date. The Greater Cincinnati Water Works (GCWW) projects personnel savings due to increased capital project reimbursements and position vacancy savings, which will be partially offset by unbudgeted wage increases and one-time contractual payments. GCWW also expects non-personnel needs in contractual services for cleaning and related lime hauling as well as in materials and supplies for various parts and masonry. These non-personnel needs may be partially offset by savings in postage and collection fees.

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 25.4% expended year to date. The Division of Parking Facilities within the Department of Public Services projects savings of $850,000 related to debt schedule timing.

C. Convention Center Fund 103

The Convention Center Fund is 8.8% expended year to date. The Convention Center reports no savings or needs. Ordinance No. 0301-2025, which was passed by the City Council on October 1, 2025, provided a supplemental appropriation of $1,800,000 to address a $200,000 need for contractual services obligations and a $1,600,000 need related to the termination of the current naming rights agreement for the Convention Center.

D. General Aviation Fund 104

General Aviation Fund 104 is 34.7% expended year to date. The Department of Transportation and Engineering projects no significant budget savings or need.

E. Municipal Golf Fund 105

Municipal Golf Fund 105 is 59.4% expended year to date. The Cincinnati Recreation Commission projects a non-personnel need of $457,000 for prior year contractual services expenses. Supplemental appropriation Ordinance No. 0371-2025, which was passed by the City Council on December 3, 2025, addressed this 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, the Office of Environment and Sustainability, the Cincinnati Recreation Commission, and the Department of Buildings & Inspections also receive appropriations from this fund. The Stormwater Management Fund is 27.2% expended year to date. SMU projects no savings or needs; however, transfers within appropriations may be required in the Final Adjustment Ordinance (FAO). The Department of Buildings & Inspections projects a potential non-personnel need due to additional contractual services required to respond to increased code violation complaints in the Private Lot Abatement Program (PLAP). This need could be offset by salary and benefits savings within the department's existing appropriation. A transfer within appropriations may be necessary in the FAO. The Department of Public Services projects a need of up to $395,000 related to the newly executed AFSCME labor contract.

III. DEBT SERVICE FUNDS

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 69.9% expended year to date. The Finance Department projects no budget savings or need at this time.

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 2026 Budget remains in balance. Based on expenditures and revenues through November 30, 2025, most special revenue funds are on target with regard 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 31.1% expended year to date. The Department of Public Services anticipates a personnel need of $25,000 related to the newly executed AFSCME labor contract. The Department of Transportation and Engineering projects a potential personnel savings due to a position vacancy.

B. Income Tax-Infrastructure Fund 302

Income Tax-Infrastructure Fund 302 provides resources to several City departments. Fund 302 is 39.5% expended year to date. The Department of Transportation and Engineering currently projects a net personnel need of up to $740,000 due to reduced capital improvement program project reimbursements and unrealized budgeted position vacancy allowance (PVA). This need will be monitored closely. Additionally, the Department of Public Services (DPS) projects a non-personnel need of $160,000 related to unexpected city facility maintenance as well as a $125,000 need in personnel due to unmet budgeted position vacancy

allowance and the newly executed AFSCME labor contract. A supplemental appropriation may be required to address the needs in DPS and DOTE. The Law Department projects a potential personnel need due to lower than expected reimbursements. This need will be monitored closely. The Human Resources Department, the Department of Buildings & Inspections, and the Department of Economic Inclusion project no budget savings or need.

C. Parking Meter Fund 303

Parking Meter Fund 303 includes the budget for on-street parking enterprises, including parking meters. Fund 303 is currently 45.2% expended year to date. The Division of Parking Facilities projects a personnel need of $325,000 related to increased staffing and the newly executed AFSCME labor contract. The department also projects a non-personnel need of $305,000 related to parking vendor fees from increased revenue.

D. Municipal Motor Vehicle License Tax Fund 306

Municipal Motor Vehicle License Tax Fund 306 is 25.7% expended year to date. The Department of Public Services anticipates neither a savings nor a need in this fund.

E. Sawyer Point Fund 318

Sawyer Point Fund 318 is 22.1% expended year to date. The Parks Department projects no budget savings or need in this fund.

F. Recreation Special Activities Fund 323

Recreation Special Activities Fund 323 is currently 41.6% expended year to date. The Cincinnati Recreation Commission (CRC) reports a $1.1 million need in Fund 323 due to a prior year shortfall and unbudgeted non-personnel expenses for software and equipment replacement. Supplemental appropriation Ordinance No. 0370-2025, which was passed by the City Council on December 3, 2025, addressed this need. This fund will continue to be monitored closely.

G. Cincinnati Riverfront Park Fund 329

Cincinnati Riverfront Park Fund 329 is the appropriated fund for Smale Park. Fund 329 is currently 10.5% 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 3.0% expended year to date. The Department of Buildings & Inspections projects no budgeted savings or need within Fund 347 at this time.

I. 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 21.3% expended year to date. The Emergency Communications Center projects a potential need of $294,400 related to software expenses from FY 2025 paid in FY 2026 as a moral obligation.

J. 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. The fund is currently 0.0% expended year to date. The Department of Public Services anticipates neither a savings nor a need in this fund.

K. Community Health Center Activities Fund 395

Community Health Center Activities Fund 395 is 35.5% expended year to date. The Cincinnati Health Department (CHD) projects potential personnel savings resulting from position vacancies. This will partially offset a projected non-personnel need due to increased medical service costs for a net overall need of $650,000. CHD previously reported a non-personnel need of up to $2,000,000 due to expense corrections resulting from prior year cash flow issues. This need was subsequently addressed with a supplemental appropriation by Ordinance No. 0295-2025, which was passed by the City Council on September 17, 2025.

L. Cincinnati Health District Fund 416

General operational support to the Cincinnati Health Department is provided by Cincinnati Health District Fund 416. This fund is 38.7% expended year to date. The Cincinnati Health Department (CHD) projects potential personnel need related to wage adjustments for the AFSCME and CODE labor contracts. There is also a potential non-personnel need resulting from expenses such as repairs to clinic sites and other health buildings, uniform costs, and unbudgeted temporary staffing services.

M. Cincinnati Area Geographic Information System (CAGIS) Fund 449

Cincinnati Area Geographic Information System Fund 449 is 44.1% expended year to date. The Office of Performance and Data Analytics projects a need of up to $700,000 related to the Accela contract renewal. The General Fund and Restricted Funds will be charged for this increased expense based on number of licenses needed in each fund. This issue requires further monitoring and research.

N. Streetcar Operations Fund 455

Streetcar Operations Fund 455 is 20.8% expended year to date. The Department of Transportation and Engineering projects no budget savings or need at this time.

O. County Law Enforcement Applied Regionally (CLEAR) Fund 457

The CLEAR Fund is 27.8% expended year to date. Enterprise Technology Solutions projects no budget savings or need for FY 2026.

Summary
Through November 30, 2025, major budget issues include overtime needs for both the Fire Department and the Police Department, the arbitration settlement agreement with IAFF, and the newly executed labor contract agreements with CODE and AFSCME. Departments have identified possible savings and shortfalls, which will continue to be monitored and updated monthly.

Submitted herewith are the following Office of Budget and Evaluation reports:

1. Fund Summary Report for the month ended November 30, 2025.

Submitted herewith are the following Department of Finance reports:

2. Comparative Statement of Revenue (Actual, Forecast and Prior Year) as of November 30, 2025.

3. Audit of the City Treasurer's Report for the month ended October 31, 2025.

4. Statement of Balances in the various funds as of November 30, 2025.

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
Steve Webb, Finance Director
Andrew Dudas, Budget Director

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2026
AS OF 11/30/2025

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
050	General	PERSONNEL SERVICES	319,005,510.00	127,797,820.06	40.1%	66,360.00	127,864,180.06	40.1%	191,141,329.94
		EMPLOYEE BENEFITS	122,879,560.00	57,130,685.46	46.5%	43,432.76	57,174,118.22	46.5%	65,705,441.78
		NON-PERSONNEL EXPENSES	120,034,339.00	37,187,483.77	31.0%	33,826,673.24	71,014,157.01	59.2%	49,020,181.99
		PROPERTIES	90,400.00	53,040.00	58.7%	.00	53,040.00	58.7%	37,360.00
***TOTAL FUND_CD 050**			***562,009,809.00***	***222,169,029.29***	***39.5%***	***33,936,466.00***	***256,105,495.29***	***45.6%***	***305,904,313.71***
101	Water Works	PERSONNEL SERVICES	52,998,610.00	16,479,303.39	31.1%	.00	16,479,303.39	31.1%	36,519,306.61
		EMPLOYEE BENEFITS	22,330,580.00	7,988,052.33	35.8%	.00	7,988,052.33	35.8%	14,342,527.67
		NON-PERSONNEL EXPENSES	56,465,560.00	18,882,769.67	33.4%	18,473,631.80	37,356,401.47	66.2%	19,109,158.53
		DEBT SERVICE	47,831,410.00	17,770,843.70	37.2%	28,750.00	17,799,593.70	37.2%	30,031,816.30
***TOTAL FUND_CD 101**			***179,626,160.00***	***61,120,969.09***	***34.0%***	***18,502,381.80***	***79,623,350.89***	***44.3%***	***100,002,809.11***
102	Parking System Facilities	PERSONNEL SERVICES	394,330.00	109,517.93	27.8%	.00	109,517.93	27.8%	284,812.07
		EMPLOYEE BENEFITS	174,170.00	57,719.22	33.1%	.00	57,719.22	33.1%	116,450.78
		NON-PERSONNEL EXPENSES	5,123,950.00	883,500.46	17.2%	2,334,085.40	3,217,585.86	62.8%	1,906,364.14
		DEBT SERVICE	1,732,250.00	835,003.26	48.2%	.00	835,003.26	48.2%	897,246.74
***TOTAL FUND_CD 102**			***7,424,700.00***	***1,885,740.87***	***25.4%***	***2,334,085.40***	***4,219,826.27***	***56.8%***	***3,204,873.73***
103	Convention-Exposition Center	PERSONNEL SERVICES	90,000.00	1,152.82	1.3%	.00	1,152.82	1.3%	88,847.18
		EMPLOYEE BENEFITS	40,000.00	410.52	1.0%	.00	410.52	1.0%	39,589.48
		NON-PERSONNEL EXPENSES	8,861,670.00	560,377.50	6.3%	7,579,092.50	8,139,470.00	91.9%	722,200.00
		DEBT SERVICE	286,640.00	254,179.36	88.7%	.00	254,179.36	88.7%	32,460.64
***TOTAL FUND_CD 103**			***9,278,310.00***	***816,120.20***	***8.8%***	***7,579,092.50***	***8,395,212.70***	***90.5%***	***883,097.30***
104	General Aviation	PERSONNEL SERVICES	1,010,170.00	386,348.02	38.2%	.00	386,348.02	38.2%	623,821.98
		EMPLOYEE BENEFITS	413,810.00	162,003.97	39.1%	.00	162,003.97	39.1%	251,806.03
		NON-PERSONNEL EXPENSES	1,051,890.00	283,793.67	27.0%	260,507.19	544,300.86	51.7%	507,589.14
		DEBT SERVICE	41,440.00	40,282.44	97.2%	.00	40,282.44	97.2%	1,157.56
***TOTAL FUND_CD 104**			***2,517,310.00***	***872,428.10***	***34.7%***	***260,507.19***	***1,132,935.29***	***45.0%***	***1,384,374.71***
105	Municipal Golf	PERSONNEL SERVICES	267,300.00	50,099.62	18.7%	.00	50,099.62	18.7%	217,200.38
		EMPLOYEE BENEFITS	99,330.00	23,530.07	23.7%	.00	23,530.07	23.7%	75,799.93
		NON-PERSONNEL EXPENSES	6,752,960.00	4,097,916.18	60.7%	554,951.29	4,652,867.47	68.9%	2,100,092.53
		DEBT SERVICE	751,770.00	503,497.18	67.0%	.00	503,497.18	67.0%	248,272.82
***TOTAL FUND_CD 105**			***7,871,360.00***	***4,675,043.05***	***59.4%***	***554,951.29***	***5,229,994.34***	***66.4%***	***2,641,365.66***

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2026
AS OF 11/30/2025

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
107	Stormwater Management	PERSONNEL SERVICES	10,499,510.00	2,298,379.40	21.9%	.00	2,298,379.40	21.9%	8,201,130.60
		EMPLOYEE BENEFITS	4,471,530.00	1,083,505.81	24.2%	.00	1,083,505.81	24.2%	3,388,024.19
		NON-PERSONNEL EXPENSES	17,420,730.00	4,461,724.53	25.6%	7,078,431.08	11,540,155.61	66.2%	5,880,574.39
		PROPERTIES	930,000.00	.00	0.0%	798,808.00	798,808.00	85.9%	131,192.00
		DEBT SERVICE	2,185,290.00	1,822,159.06	83.4%	.00	1,822,159.06	83.4%	363,130.94
***TOTAL FUND_CD 107**			***35,507,060.00***	***9,665,768.80***	***27.2%***	***7,877,239.08***	***17,543,007.88***	***49.4%***	***17,964,052.12***
151	Bond Retirement - City	PERSONNEL SERVICES	350,930.00	83,070.93	23.7%	.00	83,070.93	23.7%	267,859.07
		EMPLOYEE BENEFITS	141,030.00	30,846.28	21.9%	.00	30,846.28	21.9%	110,183.72
		NON-PERSONNEL EXPENSES	3,188,930.00	393,654.28	12.3%	342,778.13	736,432.41	23.1%	2,452,497.59
		DEBT SERVICE	72,552,390.00	52,748,985.84	72.7%	.00	52,748,985.84	72.7%	19,803,404.16
***TOTAL FUND_CD 151**			***76,233,280.00***	***53,256,557.33***	***69.9%***	***342,778.13***	***53,599,335.46***	***70.3%***	***22,633,944.54***
301	Street Construction Maintenance & Repair	PERSONNEL SERVICES	7,460,020.00	2,508,959.09	33.6%	.00	2,508,959.09	33.6%	4,951,060.91
		EMPLOYEE BENEFITS	3,010,050.00	1,268,974.71	42.2%	.00	1,268,974.71	42.2%	1,741,075.29
		NON-PERSONNEL EXPENSES	7,935,370.00	1,953,780.78	24.6%	1,359,808.90	3,313,589.68	41.8%	4,621,780.32
***TOTAL FUND_CD 301**			***18,405,440.00***	***5,731,714.58***	***31.1%***	***1,359,808.90***	***7,091,523.48***	***38.5%***	***11,313,916.52***
302	Income Tax Infrastructure	PERSONNEL SERVICES	14,238,060.00	5,028,028.69	35.3%	.00	5,028,028.69	35.3%	9,210,031.31
		EMPLOYEE BENEFITS	5,335,270.00	2,289,270.14	42.9%	.00	2,289,270.14	42.9%	3,045,999.86
		NON-PERSONNEL EXPENSES	6,412,460.00	2,958,442.18	46.1%	910,584.48	3,869,026.66	60.3%	2,543,433.34
***TOTAL FUND_CD 302**			***25,985,790.00***	***10,275,741.01***	***39.5%***	***910,584.48***	***11,186,325.49***	***43.0%***	***14,799,464.51***
303	Parking Meter	PERSONNEL SERVICES	1,921,950.00	774,281.21	40.3%	.00	774,281.21	40.3%	1,147,668.79
		EMPLOYEE BENEFITS	948,000.00	404,331.47	42.7%	.00	404,331.47	42.7%	543,668.53
		NON-PERSONNEL EXPENSES	2,293,110.00	1,157,626.92	50.5%	485,445.66	1,643,072.58	71.7%	650,037.42
***TOTAL FUND_CD 303**			***5,163,060.00***	***2,336,239.60***	***45.2%***	***485,445.66***	***2,821,685.26***	***54.7%***	***2,341,374.74***
306	Municipal Motor Vehicle License Tax	PERSONNEL SERVICES	2,005,650.00	607,424.98	30.3%	.00	607,424.98	30.3%	1,398,225.02
		EMPLOYEE BENEFITS	864,780.00	307,248.14	35.5%	.00	307,248.14	35.5%	557,531.86
		NON-PERSONNEL EXPENSES	2,237,050.00	395,592.21	17.7%	148,947.72	544,539.93	24.3%	1,692,510.07
***TOTAL FUND_CD 306**			***5,107,480.00***	***1,310,265.33***	***25.7%***	***148,947.72***	***1,459,213.05***	***28.6%***	***3,648,266.95***

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2026
AS OF 11/30/2025

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
318	Sawyer Point	PERSONNEL SERVICES	731,420.00	68,119.34	9.3%	.00	68,119.34	9.3%	663,300.66
		EMPLOYEE BENEFITS	143,950.00	25,390.88	17.6%	.00	25,390.88	17.6%	118,559.12
		NON-PERSONNEL EXPENSES	709,107.00	256,140.70	36.1%	136,426.24	392,566.94	55.4%	316,540.06
***TOTAL FUND_CD 318**			***1,584,477.00***	***349,650.92***	***22.1%***	***136,426.24***	***486,077.16***	***30.7%***	***1,098,399.84***
323	Recreation Special Activities	PERSONNEL SERVICES	3,593,280.00	1,472,745.20	41.0%	.00	1,472,745.20	41.0%	2,120,534.80
		EMPLOYEE BENEFITS	263,650.00	135,849.79	51.5%	.00	135,849.79	51.5%	127,800.21
		NON-PERSONNEL EXPENSES	2,522,070.00	1,051,365.08	41.7%	331,524.16	1,382,889.24	54.8%	1,139,180.76
		PROPERTIES	14,140.00	.00	0.0%	.00	.00	0.0%	14,140.00
***TOTAL FUND_CD 323**			***6,393,140.00***	***2,659,960.07***	***41.6%***	***331,524.16***	***2,991,484.23***	***46.8%***	***3,401,655.77***
329	Cincinnati Riverfront Park	PERSONNEL SERVICES	798,330.00	.00	0.0%	.00	.00	0.0%	798,330.00
		EMPLOYEE BENEFITS	385,220.00	13,270.00	3.4%	.00	13,270.00	3.4%	371,950.00
		NON-PERSONNEL EXPENSES	563,230.00	170,045.10	30.2%	175,274.90	345,320.00	61.3%	217,910.00
***TOTAL FUND_CD 329**			***1,746,780.00***	***183,315.10***	***10.5%***	***175,274.90***	***358,590.00***	***20.5%***	***1,388,190.00***
347	Hazard Abatement Fund	PERSONNEL SERVICES	434,320.00	.00	0.0%	.00	.00	0.0%	434,320.00
		EMPLOYEE BENEFITS	203,160.00	.00	0.0%	.00	.00	0.0%	203,160.00
		NON-PERSONNEL EXPENSES	160,690.00	23,768.78	14.8%	21,170.00	44,938.78	28.0%	115,751.22
***TOTAL FUND_CD 347**			***798,170.00***	***23,768.78***	***3.0%***	***21,170.00***	***44,938.78***	***5.6%***	***753,231.22***
364	9-1-1 Cell Phone Fees	PERSONNEL SERVICES	662,780.00	.00	0.0%	.00	.00	0.0%	662,780.00
		EMPLOYEE BENEFITS	283,480.00	.00	0.0%	.00	.00	0.0%	283,480.00
		NON-PERSONNEL EXPENSES	665,750.00	343,017.60	51.5%	16,575.00	359,592.60	54.0%	306,157.40
***TOTAL FUND_CD 364**			***1,612,010.00***	***343,017.60***	***21.3%***	***16,575.00***	***359,592.60***	***22.3%***	***1,252,417.40***
377	Safe & Clean	NON-PERSONNEL EXPENSES	50,000.00	.00	0.0%	.00	.00	0.0%	50,000.00
***TOTAL FUND_CD 377**			***50,000.00***	***.00***	***0.0%***	***.00***	***.00***	***0.0%***	***50,000.00***
395	Community Health Center Activities	PERSONNEL SERVICES	15,070,220.00	4,982,326.61	33.1%	.00	4,982,326.61	33.1%	10,087,893.39
		EMPLOYEE BENEFITS	6,326,970.00	2,683,832.06	42.4%	.00	2,683,832.06	42.4%	3,643,137.94
		NON-PERSONNEL EXPENSES	11,645,130.00	4,076,413.06	35.0%	5,124,597.44	9,201,010.50	79.0%	2,444,119.50
***TOTAL FUND_CD 395**			***33,042,320.00***	***11,742,571.73***	***35.5%***	***5,124,597.44***	***16,867,169.17***	***51.0%***	***16,175,150.83***

CITY OF CINCINNATI
FUND SUMMARY
FOR FISCAL YEAR 2026
AS OF 11/30/2025

FUND	FUND NAME	EXPENDITURE CATEGORY	CURRENT BUDGET	EXPENDED	PERCENT EXPENDED	ENCUMBERED	TOTAL COMMITTED	PERCENT COMMITTED	REMAINING BALANCE
416	Cincinnati Health District	PERSONNEL SERVICES	14,727,910.00	5,396,354.27	36.6%	.00	5,396,354.27	36.6%	9,331,555.73
		EMPLOYEE BENEFITS	5,819,750.00	2,321,802.06	39.9%	.00	2,321,802.06	39.9%	3,497,947.94
		NON-PERSONNEL EXPENSES	2,016,320.00	1,023,659.18	50.8%	562,324.78	1,585,983.96	78.7%	430,336.04
		PROPERTIES	3,070.00	.00	0.0%	.00	.00	0.0%	3,070.00
***TOTAL FUND_CD 416**			***22,567,050.00***	***8,741,815.51***	***38.7%***	***562,324.78***	***9,304,140.29***	***41.2%***	***13,262,909.71***
449	Cincinnati Area Geographic Information Systems (CAGIS)	PERSONNEL SERVICES	2,188,800.00	730,639.82	33.4%	.00	730,639.82	33.4%	1,458,160.18
		EMPLOYEE BENEFITS	785,150.00	345,318.74	44.0%	.00	345,318.74	44.0%	439,831.26
		NON-PERSONNEL EXPENSES	2,300,530.00	1,248,885.20	54.3%	899,393.85	2,148,279.05	93.4%	152,250.95
***TOTAL FUND_CD 449**			***5,274,480.00***	***2,324,843.76***	***44.1%***	***899,393.85***	***3,224,237.61***	***61.1%***	***2,050,242.39***
455	Streetcar Operations	PERSONNEL SERVICES	599,380.00	218,525.65	36.5%	.00	218,525.65	36.5%	380,854.35
		EMPLOYEE BENEFITS	228,220.00	84,452.97	37.0%	.00	84,452.97	37.0%	143,767.03
		NON-PERSONNEL EXPENSES	5,612,708.00	1,037,141.65	18.5%	3,157,294.02	4,194,435.67	74.7%	1,418,272.33
***TOTAL FUND_CD 455**			***6,440,308.00***	***1,340,120.27***	***20.8%***	***3,157,294.02***	***4,497,414.29***	***69.8%***	***1,942,893.71***
457	County Law Enforcement Applied Regionally (CLEAR)	PERSONNEL SERVICES	1,768,380.00	475,813.59	26.9%	.00	475,813.59	26.9%	1,292,566.41
		EMPLOYEE BENEFITS	591,490.00	218,455.94	36.9%	.00	218,455.94	36.9%	373,034.06
		NON-PERSONNEL EXPENSES	4,271,860.00	1,149,923.22	26.9%	688,303.85	1,838,227.07	43.0%	2,433,632.93
***TOTAL FUND_CD 457**			***6,631,730.00***	***1,844,192.75***	***27.8%***	***688,303.85***	***2,532,496.60***	***38.2%***	***4,099,233.40***
***TOTAL**			***1,021,270,224.00***	***403,668,873.74***	***39.5%***	***85,405,172.39***	***489,074,046.13***	***47.9%***	***532,196,177.87***

RUN DATE: 01/09/2026
RUN TIME: 10.20.11

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTS AND AUDITS
COMPARATIVE STATEMENT OF REVENUE
AS OF 2025/11/30

PGM ID: CouncilRevenue050
PAGE: 1

	BUDGETED	ACTUAL THIS MONTH	A ACTUAL YTD	B FORECAST YTD	(A-B) / B ACTUAL VS FORECAST %	A-B ACTUAL VS FORECAST $FAV(UNFAV)	C ACTUAL PRIOR YTD	(A-C) / B ACT YTD VS PRI YTD %	A-C ACT YTD VS PRI YTD $FAV(UNFAV)
TAXES									
General Property Tax	47,937,614.00	.00	22,756,348.52	20,387,867.23	11.62	2,368,481.29	23,216,908.28	-2.26	-460,559.76
City Income Tax	370,770,000.00	30,335,047.24	148,181,528.63	147,529,383.00	.44	652,145.63	146,958,418.72	.83	1,223,109.91
Admissions Taxes	10,205,500.00	1,294,165.85	5,467,581.51	5,295,633.95	3.25	171,947.56	6,263,221.91	-15.02	-795,640.40
Short Term Rental Excise Tax	2,100,000.00	76,739.49	1,327,657.49	1,141,560.00	16.30	186,097.49	1,153,906.67	15.22	173,750.82
LICENSES & PERMITS									
Licenses & Permits	32,700,100.00	1,744,441.47	14,196,969.90	14,223,906.18	-.19	-26,936.28	14,021,653.56	1.23	175,316.34
COURTS & USE OF MONEY & PROPERTY									
Fines, Forfeitures, & Penalties	5,211,000.00	491,592.57	2,099,292.46	2,633,118.30	-20.27	-533,825.84	2,103,142.13	-.15	-3,849.67
Investment Income	24,816,970.00	.00	6,781,120.01	7,941,430.40	-14.61	-1,160,310.39	4,657,573.17	26.74	2,123,546.84
General Concessions, Rents, & Commission	119,440.00	3,635.74	572,255.71	35,497.57	1,512.10	536,758.14	55,347.02	1,456.18	516,908.69
REVENUE FROM OTHER AGENCIES									
Local Government	16,171,363.00	1,493,093.26	7,197,261.57	6,880,914.96	4.60	316,346.61	6,553,907.40	9.35	643,354.17
Other	1,238,600.00	84,833.16	728,476.67	1,061,232.48	-31.36	-332,755.81	7,331,797.09	-622.23	-6,603,320.42
Casino	10,000,003.00	.00	5,120,122.53	5,013,001.50	2.14	107,121.03	4,951,882.09	3.36	168,240.44
CHARGES FOR CURRENT SERVICES									
General Government	16,289,756.92	767,461.07	14,885,931.10	12,854,247.19	15.81	2,031,683.91	13,187,855.23	13.21	1,698,075.87
Police	10,891,290.00	1,622,978.97	8,762,395.28	4,464,339.77	96.28	4,298,055.51	4,497,747.11	95.53	4,264,648.17
Buildings and Inspections	5,698,460.00	336,972.44	3,023,971.47	3,049,815.79	-.85	-25,844.32	2,969,327.36	1.79	54,644.11
Miscellaneous Charges	300,000.00	1,338.58	3,766.51	87,180.00	-95.68	-83,413.49	47,237.68	-49.86	-43,471.17
Fire	9,664,500.00	480,113.52	4,571,699.75	4,147,036.95	10.24	424,662.80	3,995,059.73	13.90	576,640.02
Parking Meter	1,500,000.00	125,000.00	625,000.00	624,900.00	.02	100.00	20,833.31	96.68	604,166.69
MISCELLANEOUS REVENUE									
Miscellaneous Revenue	4,515,430.00	143,026.22	1,050,514.25	1,852,680.93	-43.30	-802,166.68	2,879,060.98	-98.70	-1,828,546.73
UNKNOWN									
8694	.00	.00	.00	.00	.00	.00	284.15	.00	-284.15
Total for General Fund - 050	***570,130,026.92***	***39,000,439.58***	***247,351,893.36***	***239,223,746.20***	***3.40***	***8,128,147.16***	***244,865,163.59***	***1.04***	***2,486,729.77***
TOTAL	***570,130,026.92***	***39,000,439.58***	***247,351,893.36***	***239,223,746.20***	***3.40***	***8,128,147.16***	***244,865,163.59***	***1.04***	***2,486,729.77***

RUN DATE: 12/26/2025
RUN TIME: 16.41.47

CITY OF CINCINNATI - DEPARTMENT OF FINANCE
DIVISION OF ACCOUNTS AND AUDITS
COMPARATIVE STATEMENT OF REVENUE
AS OF 2025/11/30

PGM ID: Council Revenue All Funds
PAGE: 1

Fund - Name	BUDGETED	ACTUAL THIS MONTH	A ACTUAL YTD	B FORECAST YTD	(A-B) / B ACTUAL VS FORECAST %	A-B ACTUAL VS FORECAST $FAV(UNFAV)	C ACTUAL PRIOR YTD	(A-C) / B ACT YTD VS PRI YTD %	A-C ACT YTD VS PRI YTD $FAV(UNFAV)
101-Water Works	230,728,677.37	19,060,527.92	119,916,802.53	112,480,230.22	6.61	7,436,572.31	101,246,890.42	16.60	18,669,912.11
102-Parking System Facil	6,234,560.00	785,775.37	3,134,082.31	2,717,021.25	15.35	417,061.06	3,058,870.85	2.77	75,211.46
103-Convention-Expositio	6,665,600.00	104,845.30	1,489,438.69	1,183,144.00	25.89	306,294.69	2,075,000.55	-49.49	-585,561.86
104-General Aviation	2,640,000.00	226,117.11	1,310,488.02	1,048,080.00	25.04	262,408.02	992,819.58	30.31	317,668.44
105-Municipal Golf	8,489,500.00	336,737.71	4,904,871.48	4,453,591.70	10.13	451,279.78	4,815,380.66	2.01	89,490.82
107-Stormwater Managemen	30,752,430.00	2,482,277.53	13,273,236.85	13,045,180.81	1.75	228,056.04	12,625,197.38	4.97	648,039.47
301-Street Const Mainten	15,467,300.00	1,372,552.86	6,951,085.21	6,714,354.93	3.53	236,730.28	6,903,645.80	.71	47,439.41
302-Income Tax Infrastru	23,920,650.00	1,966,350.05	9,660,249.90	9,037,221.57	6.89	623,028.33	9,547,434.04	1.25	112,815.86
303-Parking Meter	3,980,000.00	409,113.37	2,080,248.37	1,635,382.00	27.20	444,866.37	2,014,937.45	3.99	65,310.92
306-Municipal Motor Vehi	4,114,000.00	390,948.76	1,902,940.71	1,768,197.20	7.62	134,743.51	1,856,105.54	2.65	46,835.17
318-Sawyer Point	1,029,617.52	172,197.05	490,622.64	528,399.71	-7.15	-37,777.07	590,458.44	-18.89	-99,835.80
323-Recreation Special A	5,731,160.00	346,647.82	2,071,869.46	2,179,560.15	-4.94	-107,690.69	2,583,607.02	-23.48	-511,737.56
329-Cincinnati Riverfron	1,556,000.00	140,272.29	546,306.57	533,241.20	2.45	13,065.37	467,711.39	14.74	78,595.18
347-Hazard Abatement Fun	383,580.00	35,622.00	209,769.92	115,150.72	82.17	94,619.20	112,051.77	84.86	97,718.15
364-911 Cell Phone Fees	1,300,000.00	175,269.09	610,248.46	447,720.00	36.30	162,528.46	769,962.41	-35.67	-159,713.95
377-Safe & Clean	45,830.00	.00	16,472.85	15,371.38	7.17	1,101.47	13,178.28	21.43	3,294.57
395-Community Health Cen	30,030,910.00	1,852,399.30	10,629,165.15	10,964,285.24	-3.06	-335,120.09	7,375,086.09	29.68	3,254,079.06
416-Cincinnati Health Di	620,000.00	42,550.96	255,331.03	285,076.00	-10.43	-29,744.97	318,913.13	-22.30	-63,582.10
449-Cinti Area Geographi	4,713,220.00	890,010.00	1,508,084.33	1,910,268.07	-21.05	-402,183.74	1,707,329.86	-10.43	-199,245.53
455-Streetcar Operations	5,539,750.00	451,670.91	1,370,181.31	1,905,674.00	-28.10	-535,492.69	1,252,034.12	6.20	118,147.19
457-CLEAR	6,355,880.00	302,675.85	1,802,496.11	2,263,964.46	-20.38	-461,468.35	1,509,368.98	12.95	293,127.13

Interdepartmental Correspondence Sheet

December 26, 2025

TO: Mayor and Members of City Council

FROM: Cheryl Watson, Finance Manager, Accounts & Audits CW

SUBJECT: Audit of the City Treasurer's Report for the Month Ended October 31, 2025

In accordance with Article IX, Section 5, of the Administrative Code of the City of Cincinnati, the Finance Manager of Accounts and Audits has examined the Statement of the City Treasurer for the month ended October 31, 2025 and has found it to be correct.

We have on file certifications from banking institutions showing the amounts on deposit as of October 31, 2025.

General Account

Certified US Bank Balance	$3,397,570.94	
Certified Fifth Third Bank Balance	$80,184,143.70	$83,581,714.64
Adjusted for:		
Outstanding Checks	($11,673,442.44)	
Net Deposits in Transit	($1,444,891.78)	
Reconciling Items	($448,093.75)	($13,566,427.97)
City of Cincinnati Treasurer's Balance		$70,015,286.67

Parking System Facilities

Certified Fifth Third Bank Balance		$416,696.91
Adjusted for:		
Outstanding Checks	$0.00	
Interest	($1,127.31)	
Net Deposits in Transit	$0.00	
Reconciling Items	$0.00	($1,127.31)
City of Cincinnati Treasurer's Balance		$415,569.60

Retirement System

Certified US Bank Balance		$5,207,993.82
Adjustment for:		
Outstanding Checks	($10,096.96)	
Net Deposit in Transit	$15,158,647.03	
Reconciling Items	$0.00	$15,148,550.07
City of Cincinnati Treasurer's Balance		$20,356,543.89

city of CINCINNATI
FINANCE

January 27, 2026

To: Mayor and Members of City Council

From: Nicole D. Lee, City Treasurer *nl*

Subject: There is transmitted herewith the report of the City Treasurer's Office, at October 31, 2025 submitted in accordance with Section 301-17 of the Cincinnati Municipal Code.

Cash on hand and in the bank to the credit of the following:

CASH ON HAND IN THE BANK:	
General Account	$70,015,286.67
Parking System Facilities Account	415,569.60
Retirement System Account	20,356,543.89
Total Treasury Balances	$90,787,400.16

Investments, in the custody of the City Treasurer, to the credit of the following:

SECURITIES OF CITY OF CINCINNATI	
Beginning Investments	$1,674,024,673.82
Purchases	0.00
Maturities	(30,000,000.00)
Ending Investments	$1,644,024,673.82

Attachment

BANK RECONCILIATION
FOR THE MONTH ENDED 10/31/2025

GENERAL ACCOUNT :			
US Bank Balance - City of Cincinnati (#930-0443)			**$ 3,397,570.94**
Fifth Third Balance - General Fund (#9990200041)			**80,184,143.70**
Certified General Account Bank Balance Total			**$ 83,581,714.64**
Adjusted for :			
Outstanding Checks	$ (11,673,442.44)		
Net Deposits in Transit	(1,444,891.78)		
Reconciling Items	(448,093.75)	**(A)**	**(13,566,427.97)**
TREASURER'S BALANCE			**$ 70,015,286.67**
PARKING SYSTEM FACILITIES :			
Certified Fifth Third Bank Balance (#7021328955)			**$ 416,696.91**
Adjusted for :			
Outstanding Checks	$ 0.00		
Interest	(1,127.31)		
Net Deposits in Transit	0.00		
Reconciling Items	0.00	**(B)**	**(1,127.31)**
TREASURER'S BALANCE			**$ 415,569.60**
RETIREMENT SYSTEM :			
Certified US Bank Balance			**$ 5,207,993.82**
Adjusted for :			
Outstanding Checks	$ (10,096.96)		
Net Deposits in Transit	15,158,647.03		
Reconcilng Items	0.00	**(C)**	**15,148,550.07**
TREASURER'S BALANCE			**$ 20,356,543.89**

MISCELLANEOUS RECONCILING ITEMS

(A) GENERAL ACCOUNT :	**$**	**(448,093.75)**	0.00	**Misc-Fifth Third**
			0.00	**Misc-US Bank**
(B) PARKING ACCOUNT :	**$**	**0.00**	0.00	**Unreceipted Deposits**
			0.00	**Returned Items**
			0.00	**Receipt Discrepancies**
			0.00	**Service Charge**
(C) RETIREMENT SYSTEM:	**$**	**0.00**	0.00	**Withdrawal Discrepancy**
			0.00	**Receipt Discrepancy**
			0.00	**Check disbursement error**
			0.00	**Service Charge**

050 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 1
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
050 General FUND							
	543,001,740.00	562,009,809.00	222,169,029.29	339,840,779.71	33,936,466.00	305,904,313.71	452,157.62
PERCENT EXPENDED:	***39.5***	***PERCENT EXPENDED AND ENCUMBERED:***			***45.6***		

101 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 2
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
101 Water Works FUND							
	179,626,160.00	179,626,160.00	61,120,969.09	118,505,190.91	18,502,381.80	100,002,809.11	978,575.01
PERCENT EXPENDED:	***34.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***44.3***		

102 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 3
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
102 Parking System Facilities FUND							
	7,424,700.00	7,424,700.00	1,885,740.87	5,538,959.13	2,334,085.40	3,204,873.73	.00
PERCENT EXPENDED:	***25.4***	***PERCENT EXPENDED AND ENCUMBERED:***			***56.8***		

103 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 4
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
103 Convention-Exposition Center FUND							
	7,478,310.00	9,278,310.00	816,120.20	8,462,189.80	7,579,092.50	883,097.30	.00
PERCENT EXPENDED:	***8.8***	***PERCENT EXPENDED AND ENCUMBERED:***			***90.5***		

104 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 5
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
104 General Aviation FUND							
	2,517,310.00	2,517,310.00	872,428.10	1,644,881.90	260,507.19	1,384,374.71	1.00
PERCENT EXPENDED:	***34.7***	***PERCENT EXPENDED AND ENCUMBERED:***			***45.0***		

105 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 6
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
105 Municipal Golf FUND							
	7,871,360.00	7,871,360.00	4,675,043.05	3,196,316.95	554,951.29	2,641,365.66	.00
PERCENT EXPENDED:	***59.4***	***PERCENT EXPENDED AND ENCUMBERED:***			***66.4***		

107 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 7
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
107 Stormwater Management FUND							
	34,542,060.00	35,507,060.00	9,665,768.80	25,841,291.20	7,877,239.08	17,964,052.12	986,390.00
PERCENT EXPENDED:	***27.2***	***PERCENT EXPENDED AND ENCUMBERED:***			***49.4***		

151 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 8
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
151 Bond Retirement - City FUND							
	76,233,280.00	76,233,280.00	53,256,557.33	22,976,722.67	342,778.13	22,633,944.54	.00
PERCENT EXPENDED:	***69.9***	***PERCENT EXPENDED AND ENCUMBERED:***			***70.3***		

301 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 9
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
301 Street Const Maintenance & Rep FUND							
	18,405,440.00	18,405,440.00	5,731,714.58	12,673,725.42	1,359,808.90	11,313,916.52	66,664.88
PERCENT EXPENDED:	***31.1***	***PERCENT EXPENDED AND ENCUMBERED:***			***38.5***		

302 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 10
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
302 Income Tax Infrastructure FUND							
	25,985,790.00	25,985,790.00	10,275,741.01	15,710,048.99	910,584.48	14,799,464.51	16,380.00
PERCENT EXPENDED:	***39.5***	***PERCENT EXPENDED AND ENCUMBERED:***			***43.0***		

303 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 11
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
303 Parking Meter FUND							
	5,113,310.00	5,163,060.00	2,336,239.60	2,826,820.40	485,445.66	2,341,374.74	60,000.00
PERCENT EXPENDED:	***45.2***	***PERCENT EXPENDED AND ENCUMBERED:***			***54.7***		

306 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 12
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
306 Municipal Motor Vehicle Lic Tx FUND							
	5,107,480.00	5,107,480.00	1,310,265.33	3,797,214.67	148,947.72	3,648,266.95	.00
PERCENT EXPENDED:	***25.7***	***PERCENT EXPENDED AND ENCUMBERED:***			***28.6***		

318 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 13
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
318 Sawyer Point FUND							
	1,328,360.00	1,584,477.00	349,650.92	1,234,826.08	136,426.24	1,098,399.84	.00
PERCENT EXPENDED:	***22.1***	***PERCENT EXPENDED AND ENCUMBERED:***			***30.7***		

323 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 14
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
323 Recreation Special Activities FUND							
	6,393,140.00	6,393,140.00	2,659,960.07	3,733,179.93	331,524.16	3,401,655.77	28,249.40
PERCENT EXPENDED:	***41.6***	***PERCENT EXPENDED AND ENCUMBERED:***			***46.8***		

329 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 15
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
329 Cincinnati Riverfront Park FUND							
	1,691,700.00	1,746,780.00	183,315.10	1,563,464.90	175,274.90	1,388,190.00	.00
PERCENT EXPENDED:	***10.5***	***PERCENT EXPENDED AND ENCUMBERED:***			***20.5***		

347 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 16
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
347 Hazard Abatement Fund FUND							
	798,170.00	798,170.00	23,768.78	774,401.22	21,170.00	753,231.22	.00
PERCENT EXPENDED:	***3.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***5.6***		

364 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 17
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
364 911 Cell Phone Fees FUND							
	1,612,010.00	1,612,010.00	343,017.60	1,268,992.40	16,575.00	1,252,417.40	.00
PERCENT EXPENDED:	***21.3***	***PERCENT EXPENDED AND ENCUMBERED:***			***22.3***		

377 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 18
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
377 Safe & Clean FUND							
	50,000.00	50,000.00	.00	50,000.00	.00	50,000.00	.00

PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0

395 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 19
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
395 Community Health Center FUND							
	31,042,320.00	33,042,320.00	11,742,571.73	21,299,748.27	5,124,597.44	16,175,150.83	39,434.38
PERCENT EXPENDED:	***35.5***	***PERCENT EXPENDED AND ENCUMBERED:***			***51.0***		

416 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 20
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
416 Cincinnati Health District FUND							
	22,301,660.00	22,567,050.00	8,741,815.51	13,825,234.49	562,324.78	13,262,909.71	.00
PERCENT EXPENDED:	***38.7***	***PERCENT EXPENDED AND ENCUMBERED:***			***41.2***		

449 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 21
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
449 Cinti Area Geographic Info Sys FUND							
	5,274,480.00	5,274,480.00	2,324,843.76	2,949,636.24	899,393.85	2,050,242.39	.00
PERCENT EXPENDED:	***44.1***	***PERCENT EXPENDED AND ENCUMBERED:***			***61.1***		

455 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 22
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
455 Streetcar Operations FUND							
	6,412,530.00	6,440,308.00	1,340,120.27	5,100,187.73	3,157,294.02	1,942,893.71	1.00
PERCENT EXPENDED:	***20.8***	***PERCENT EXPENDED AND ENCUMBERED:***			***69.8***		

457 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 23
RUN TIME: 09.01.58 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
CURRENT YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
457 CLEAR FUND							
	6,631,730.00	6,631,730.00	1,844,192.75	4,787,537.25	688,303.85	4,099,233.40	81,678.00
PERCENT EXPENDED:	***27.8***	***PERCENT EXPENDED AND ENCUMBERED:***			***38.2***		

050 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 1
RUN TIME: 09.01.51 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
PRIOR YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
050 General FUND	.00	19,907,933.13	8,887,219.28	11,020,713.85	8,392,536.86	2,628,176.99	.00
101 Water Works FUND	.00	21,562,852.40	5,356,174.96	16,206,677.44	14,142,805.79	2,063,871.65	.00
102 Parking System Facilities FUND	.00	884,011.73	343,825.69	540,186.04	66,622.17	473,563.87	.00
103 Convention-Exposition Center FUND	.00	901,855.52	708,321.00	193,534.52	193,534.52	.00	.00
104 General Aviation FUND	.00	156,797.40	40,594.29	116,203.11	57,195.99	59,007.12	.00
105 Municipal Golf FUND	.00	23,953.99	8,955.51	14,998.48	14,202.44	796.04	.00
107 Stormwater Management FUND	.00	3,802,013.84	2,676,008.50	1,126,005.34	890,701.16	235,304.18	.00
151 Bond Retirement - City FUND	.00	116,929.71	51,560.84	65,368.87	26,559.87	38,809.00	.00
301 Street Const Maintenance & Rep FUND	.00	1,195,038.32	576,986.76	618,051.56	459,834.60	158,216.96	.00
302 Income Tax Infrastructure FUND	.00	688,650.46	330,552.44	358,098.02	182,791.23	175,306.79	.00
303 Parking Meter FUND	.00	383,544.98	171,516.31	212,028.67	145,581.06	66,447.61	.00
306 Municipal Motor Vehicle Lic Tx FUND	.00	205,065.85	147,714.30	57,351.55	34,440.21	22,911.34	.00
318 Sawyer Point FUND	.00	168,610.68	69,005.42	99,605.26	5,717.72	93,887.54	.00
323 Recreation Special Activities FUND	.00	909,815.61	716,933.16	192,882.45	90,699.57	102,182.88	.00
329 Cincinnati Riverfront Park FUND	.00	62,713.59	29,191.69	33,521.90	11,791.05	21,730.85	.00
347 Hazard Abatement Fund FUND	.00	49,330.63	.00	49,330.63	.00	49,330.63	.00
364 911 Cell Phone Fees FUND	.00	199,174.18	149,347.00	49,827.18	.00	49,827.18	49,750.00
377 Safe & Clean FUND	.00	50,137.55	2,686.96	47,450.59	47,450.59	.00	.00
395 Community Health Center FUND	.00	2,220,356.03	597,382.93	1,622,973.10	664,716.74	958,256.36	.00

416 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA103
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 2
RUN TIME: 09.01.51 STATEMENT OF BALANCES - FUND SUMMARY
APPROPRIATED FUNDS
PRIOR YEAR BALANCES
AS OF 11 / 30 / 2025

	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
416 Cincinnati Health District FUND							
	.00	576,381.75	255,126.31	321,255.44	58,741.65	262,513.79	.00
449 Cinti Area Geographic Info Sys FUND							
	.00	1,680,872.00	404,256.27	1,276,615.73	547,334.44	729,281.29	.00
455 Streetcar Operations FUND							
	.00	1,443,485.25	1,230,268.85	213,216.40	43,456.49	169,759.91	.00
457 CLEAR FUND							
	.00	456,954.93	98,483.70	358,471.23	186,661.47	171,809.76	.00
701 Metropolitan Sewer District FUND							
	.00	260,563,580.89	84,779,718.49	175,783,862.40	22,358,620.62	153,425,241.78	1,406,909.50

449 091 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 1
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

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										
091 Enterprise Technology Solutions										
2017	449	091	7200	.00	435,740.74	.00	435,740.74	.00	435,740.74	.00
DIVISION TOTALS:				***.00***	***435,740.74***	***.00***	***435,740.74***	***.00***	***435,740.74***	***.00***
DEPARTMENT TOTALS:				***.00***	***435,740.74***	***.00***	***435,740.74***	***.00***	***435,740.74***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
449 Cinti Area Geographic Info Sys FUND										
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2018	449	091	7200	.00	13,129.53	.00	13,129.53	.00	13,129.53	.00
DIVISION TOTALS:				***.00***	***13,129.53***	***.00***	***13,129.53***	***.00***	***13,129.53***	***.00***
DEPARTMENT TOTALS:				***.00***	***13,129.53***	***.00***	***13,129.53***	***.00***	***13,129.53***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
050 General FUND										
100 Office Of The City Manager										
104 Office Of Environment & Sustainability										
2019	050	104	7400	.00	1,800.00	.00	1,800.00	.00	1,800.00	.00
DIVISION TOTALS:				***.00***	***1,800.00***	***.00***	***1,800.00***	***.00***	***1,800.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,800.00***	***.00***	***1,800.00***	***.00***	***1,800.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
347 Hazard Abatement Fund FUND										
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2019	347	212	7200	.00	30,241.00	.00	30,241.00	.00	30,241.00	.00
DIVISION TOTALS:				***.00***	***30,241.00***	***.00***	***30,241.00***	***.00***	***30,241.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***30,241.00***	***.00***	***30,241.00***	***.00***	***30,241.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
050 General FUND										
100 Office Of The City Manager										
101 City Manager's Office										
2020	050	101	7200	.00	15,249.52	.00	15,249.52	.00	15,249.52	.00
DIVISION TOTALS:				***.00***	***15,249.52***	***.00***	***15,249.52***	***.00***	***15,249.52***	***.00***
DEPARTMENT TOTALS:				***.00***	***15,249.52***	***.00***	***15,249.52***	***.00***	***15,249.52***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
102 Parking System Facilities FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2020	102	248	7400	.00	8,720.00	.00	8,720.00	.00	8,720.00	.00
DIVISION TOTALS:				***.00***	***8,720.00***	***.00***	***8,720.00***	***.00***	***8,720.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***8,720.00***	***.00***	***8,720.00***	***.00***	***8,720.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
050 General FUND										
100 Office Of The City Manager										
101 City Manager's Office										
2021	050	101	7200	.00	116,607.94	.00	116,607.94	.00	116,607.94	.00
DIVISION TOTALS:				***.00***	***116,607.94***	***.00***	***116,607.94***	***.00***	***116,607.94***	***.00***
DEPARTMENT TOTALS:				***.00***	***116,607.94***	***.00***	***116,607.94***	***.00***	***116,607.94***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
101 Water Works FUND										
300 Department Of Water Works										
304 Water Works, Div Of Distribution										
2021	101	304	7200	.00	200,000.00	.00	200,000.00	.00	200,000.00	.00
DIVISION TOTALS:				***.00***	***200,000.00***	***.00***	***200,000.00***	***.00***	***200,000.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***200,000.00***	***.00***	***200,000.00***	***.00***	***200,000.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
364 911 Cell Phone Fees FUND										
100 Office Of The City Manager										
103 Emergency Communications										
2021	364	103	7400	.00	49,750.00	.00	49,750.00	.00	49,750.00	49,750.00
DIVISION TOTALS:				***.00***	***49,750.00***	***.00***	***49,750.00***	***.00***	***49,750.00***	***49,750.00***
DEPARTMENT TOTALS:				***.00***	***49,750.00***	***.00***	***49,750.00***	***.00***	***49,750.00***	***49,750.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
050 General FUND										
100 Office Of The City Manager										
101 City Manager's Office										
2022	050	101	7200	.00	260,514.74	.00	260,514.74	.00	260,514.74	.00
2022	050	101	7400	.00	75,000.00	.00	75,000.00	75,000.00	.00	.00
DIVISION TOTALS:				***.00***	***335,514.74***	***.00***	***335,514.74***	***75,000.00***	***260,514.74***	***.00***
DEPARTMENT TOTALS:				***.00***	***335,514.74***	***.00***	***335,514.74***	***75,000.00***	***260,514.74***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 22.4										

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
130 Department Of Finance										
136 Finance, Income Tax										
2022	050	136	7200	.00	500.00	.00	500.00	.00	500.00	.00
DIVISION TOTALS:				***.00***	***500.00***	***.00***	***500.00***	***.00***	***500.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***500.00***	***.00***	***500.00***	***.00***	***500.00***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2022	050	212	7200	.00	499.04	.00	499.04	.00	499.04	.00
DIVISION TOTALS:				***.00***	***499.04***	***.00***	***499.04***	***.00***	***499.04***	***.00***
DEPARTMENT TOTALS:				***.00***	***499.04***	***.00***	***499.04***	***.00***	***499.04***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
220 Department of Police										
226 Police - Support										
2022	050	226	7300	.00	72,598.90	.00	72,598.90	6,195.00	66,403.90	.00
DIVISION TOTALS:				***.00***	***72,598.90***	***.00***	***72,598.90***	***6,195.00***	***66,403.90***	***.00***
DEPARTMENT TOTALS:				***.00***	***72,598.90***	***.00***	***72,598.90***	***6,195.00***	***66,403.90***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***8.5***		
950 Miscellaneous Accounts										
959 Manager's Office Obligations										
2022	050	959	7200	.00	24,627.59	.00	24,627.59	12,904.00	11,723.59	.00
DIVISION TOTALS:				***.00***	***24,627.59***	***.00***	***24,627.59***	***12,904.00***	***11,723.59***	***.00***
DEPARTMENT TOTALS:				***.00***	***24,627.59***	***.00***	***24,627.59***	***12,904.00***	***11,723.59***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***52.4***		
101 Water Works FUND										
300 Department Of Water Works										
307 Water Works, Div Of Info Tech										
2022	101	307	7400	.00	111,672.12	.00	111,672.12	.00	111,672.12	.00
DIVISION TOTALS:				***.00***	***111,672.12***	***.00***	***111,672.12***	***.00***	***111,672.12***	***.00***
DEPARTMENT TOTALS:				***.00***	***111,672.12***	***.00***	***111,672.12***	***.00***	***111,672.12***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
107 Stormwater Management FUND										
310 Stormwater Management Utility										
311 Stormwater Management Utility										
2022	107	311	7200	.00	83,530.71	.00	83,530.71	.00	83,530.71	.00
2022	107	311	7400	.00	8,301.96	.00	8,301.96	.00	8,301.96	.00
DIVISION TOTALS:				***.00***	***91,832.67***	***.00***	***91,832.67***	***.00***	***91,832.67***	***.00***
DEPARTMENT TOTALS:				***.00***	***91,832.67***	***.00***	***91,832.67***	***.00***	***91,832.67***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
347 Hazard Abatement Fund FUND										
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2022	347	212	7200	.00	19,089.63	.00	19,089.63	.00	19,089.63	.00
DIVISION TOTALS:				***.00***	***19,089.63***	***.00***	***19,089.63***	***.00***	***19,089.63***	***.00***
DEPARTMENT TOTALS:				***.00***	***19,089.63***	***.00***	***19,089.63***	***.00***	***19,089.63***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
457 CLEAR FUND										
090 Enterprise Technology Solution										
093 ETS-CLEAR										
2022	457	093	7400	.00	33,450.00	.00	33,450.00	.00	33,450.00	.00
DIVISION TOTALS:				***.00***	***33,450.00***	***.00***	***33,450.00***	***.00***	***33,450.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***33,450.00***	***.00***	***33,450.00***	***.00***	***33,450.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
050 General FUND										
100 Office Of The City Manager										
101 City Manager's Office										
2023	050	101	7200	.00	78,862.98	.00	78,862.98	.00	78,862.98	.00
2023	050	101	7400	.00	79,722.66	.00	79,722.66	79,722.66	.00	.00
DIVISION TOTALS:				***.00***	***158,585.64***	***.00***	***158,585.64***	***79,722.66***	***78,862.98***	***.00***
107 Procurement										
2023	050	107	7300	.00	206.14	.00	206.14	.00	206.14	.00
DIVISION TOTALS:				***.00***	***206.14***	***.00***	***206.14***	***.00***	***206.14***	***.00***
DEPARTMENT TOTALS:				***.00***	***158,791.78***	***.00***	***158,791.78***	***79,722.66***	***79,069.12***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***50.2***		
110 Department Of Law										
111 Civil										
2023	050	111	7200	.00	3,314.00	.00	3,314.00	.00	3,314.00	.00
DIVISION TOTALS:				***.00***	***3,314.00***	***.00***	***3,314.00***	***.00***	***3,314.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***3,314.00***	***.00***	***3,314.00***	***.00***	***3,314.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2023	050	211	7200	.00	19,157.99	.00	19,157.99	96.60	19,061.39	.00
DIVISION TOTALS:				***.00***	***19,157.99***	***.00***	***19,157.99***	***96.60***	***19,061.39***	***.00***
DEPARTMENT TOTALS:				***.00***	***19,157.99***	***.00***	***19,157.99***	***96.60***	***19,061.39***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.5***		
220 Department of Police										
222 Department Of Police										
2023	050	222	7300	.00	73,358.15	991.51	72,366.64	.00	72,366.64	.00
DIVISION TOTALS:				***.00***	***73,358.15***	***991.51***	***72,366.64***	***.00***	***72,366.64***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
226 Police - Support										
2023	050	226	7300	.00	1,084.15	.00	1,084.15	1,084.15	.00	.00
DIVISION TOTALS:				***.00***	***1,084.15***	***.00***	***1,084.15***	***1,084.15***	***.00***	***.00***
227 Police - Administration										
2023	050	227	7400	.00	213.77	.00	213.77	.00	213.77	.00
DIVISION TOTALS:				***.00***	***213.77***	***.00***	***213.77***	***.00***	***213.77***	***.00***
DEPARTMENT TOTALS:				***.00***	***74,656.07***	***991.51***	***73,664.56***	***1,084.15***	***72,580.41***	***.00***
PERCENT EXPENDED: 1.3 PERCENT EXPENDED AND ENCUMBERED: 2.8										
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2023	050	253	7200	.00	6,711.76	.00	6,711.76	6,711.76	.00	.00
DIVISION TOTALS:				***.00***	***6,711.76***	***.00***	***6,711.76***	***6,711.76***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***6,711.76***	***.00***	***6,711.76***	***6,711.76***	***.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
270 Department Of Fire										
271 Fire - Response										
2023	050	271	7200	.00	4,875.00	.00	4,875.00	.00	4,875.00	.00
2023	050	271	7300	.00	23,729.82	.00	23,729.82	.00	23,729.82	.00
DIVISION TOTALS:				***.00***	***28,604.82***	***.00***	***28,604.82***	***.00***	***28,604.82***	***.00***
272 Fire - Support Services										
2023	050	272	7200	.00	1,276.89	.00	1,276.89	.00	1,276.89	.00
2023	050	272	7300	.00	6,045.75	.00	6,045.75	.00	6,045.75	.00
DIVISION TOTALS:				***.00***	***7,322.64***	***.00***	***7,322.64***	***.00***	***7,322.64***	***.00***
DEPARTMENT TOTALS:				***.00***	***35,927.46***	***.00***	***35,927.46***	***.00***	***35,927.46***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
950 Miscellaneous Accounts										
951 Judgments Against The City										
2023	050	951	7400	.00	36,835.98	.00	36,835.98	36,835.98	.00	.00
DIVISION TOTALS:				***.00***	***36,835.98***	***.00***	***36,835.98***	***36,835.98***	***.00***	***.00***
959 Manager's Office Obligations										
2023	050	959	7200	.00	12,173.02	.00	12,173.02	.00	12,173.02	.00
DIVISION TOTALS:				***.00***	***12,173.02***	***.00***	***12,173.02***	***.00***	***12,173.02***	***.00***
DEPARTMENT TOTALS:				***.00***	***49,009.00***	***.00***	***49,009.00***	***36,835.98***	***12,173.02***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 75.2										
101 Water Works FUND										
300 Department Of Water Works										
301 Water Works, Business Service										
2023	101	301	7200	.00	114,904.31	.00	114,904.31	.00	114,904.31	.00
2023	101	301	7300	.00	314.70	.00	314.70	.00	314.70	.00
2023	101	301	7400	.00	28,483.01	.00	28,483.01	.00	28,483.01	.00
DIVISION TOTALS:				***.00***	***143,702.02***	***.00***	***143,702.02***	***.00***	***143,702.02***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
302 Water Works, Commercial Services										
2023	101	302	7200	.00	17,643.65	.00	17,643.65	.00	17,643.65	.00
2023	101	302	7300	.00	610.50	.00	610.50	.00	610.50	.00
2023	101	302	7400	.00	1,000.00	.00	1,000.00	.00	1,000.00	.00
DIVISION TOTALS:				***.00***	***19,254.15***	***.00***	***19,254.15***	***.00***	***19,254.15***	***.00***
303 Water Works, Div Of Supply										
2023	101	303	7200	.00	214,919.17	.00	214,919.17	.00	214,919.17	.00
2023	101	303	7300	.00	10,237.31	.00	10,237.31	.00	10,237.31	.00
2023	101	303	7400	.00	11,685.82	.00	11,685.82	.00	11,685.82	.00
DIVISION TOTALS:				***.00***	***236,842.30***	***.00***	***236,842.30***	***.00***	***236,842.30***	***.00***
304 Water Works, Div Of Distribution										
2023	101	304	7200	.00	131,190.18	.00	131,190.18	.00	131,190.18	.00
2023	101	304	7300	.00	72,338.35	.00	72,338.35	.00	72,338.35	.00
DIVISION TOTALS:				***.00***	***203,528.53***	***.00***	***203,528.53***	***.00***	***203,528.53***	***.00***
305 Div Of Wtr Quality & Treatment										
2023	101	305	7200	.00	25,956.06	.00	25,956.06	.00	25,956.06	.00
2023	101	305	7300	.00	18,643.69	.00	18,643.69	.00	18,643.69	.00
DIVISION TOTALS:				***.00***	***44,599.75***	***.00***	***44,599.75***	***.00***	***44,599.75***	***.00***
306 Water Works, Div Of Engineering										
2023	101	306	7300	.00	464.30	.00	464.30	.00	464.30	.00
DIVISION TOTALS:				***.00***	***464.30***	***.00***	***464.30***	***.00***	***464.30***	***.00***
307 Water Works, Div Of Info Tech										
2023	101	307	7200	.00	487,516.15	.00	487,516.15	.00	487,516.15	.00
2023	101	307	7300	.00	933.30	.00	933.30	.00	933.30	.00
2023	101	307	7400	.00	453,983.42	.00	453,983.42	.00	453,983.42	.00
DIVISION TOTALS:				***.00***	***942,432.87***	***.00***	***942,432.87***	***.00***	***942,432.87***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,590,823.92***	***.00***	***1,590,823.92***	***.00***	***1,590,823.92***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***.0***			
102 Parking System Facilities FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2023	102	248	7200	.00	182,443.61	.00	182,443.61	.00	182,443.61	.00
DIVISION TOTALS:				***.00***	***182,443.61***	***.00***	***182,443.61***	***.00***	***182,443.61***	***.00***
DEPARTMENT TOTALS:				***.00***	***182,443.61***	***.00***	***182,443.61***	***.00***	***182,443.61***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***.0***			
107 Stormwater Management FUND										
310 Stormwater Management Utility										
311 Stormwater Management Utility										
2023	107	311	7200	.00	39,978.62	.00	39,978.62	.00	39,978.62	.00
2023	107	311	7300	.00	2,527.18	.00	2,527.18	.00	2,527.18	.00
DIVISION TOTALS:				***.00***	***42,505.80***	***.00***	***42,505.80***	***.00***	***42,505.80***	***.00***
DEPARTMENT TOTALS:				***.00***	***42,505.80***	***.00***	***42,505.80***	***.00***	***42,505.80***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***.0***			

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
303 Parking Meter FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2023	303	248	7200	.00	64,851.80	.00	64,851.80	.00	64,851.80	.00
DIVISION TOTALS:				***.00***	***64,851.80***	***.00***	***64,851.80***	***.00***	***64,851.80***	***.00***
DEPARTMENT TOTALS:				***.00***	***64,851.80***	***.00***	***64,851.80***	***.00***	***64,851.80***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***.0***		
323 Recreation Special Activities FUND										
190 Dept Of Public Recreation										
191 Recreation West Region										
2023	323	191	7200	.00	1,092.00	.00	1,092.00	.00	1,092.00	.00
DIVISION TOTALS:				***.00***	***1,092.00***	***.00***	***1,092.00***	***.00***	***1,092.00***	***.00***
192 Recreation East Region										
2023	323	192	7200	.00	1,652.05	.00	1,652.05	.00	1,652.05	.00
DIVISION TOTALS:				***.00***	***1,652.05***	***.00***	***1,652.05***	***.00***	***1,652.05***	***.00***
193 Recreation Central Region										
2023	323	193	7200	.00	2,913.60	.00	2,913.60	.00	2,913.60	.00
DIVISION TOTALS:				***.00***	***2,913.60***	***.00***	***2,913.60***	***.00***	***2,913.60***	***.00***
197 Recreation Athletics										
2023	323	197	7200	.00	764.50	.00	764.50	.00	764.50	.00
2023	323	197	7300	.00	10.09	.00	10.09	.00	10.09	.00
DIVISION TOTALS:				***.00***	***774.59***	***.00***	***774.59***	***.00***	***774.59***	***.00***
199 Recreation Administration										
2023	323	199	7200	.00	1,863.75	.00	1,863.75	.00	1,863.75	.00
2023	323	199	7300	.00	803.60	.00	803.60	.00	803.60	.00
DIVISION TOTALS:				***.00***	***2,667.35***	***.00***	***2,667.35***	***.00***	***2,667.35***	***.00***
DEPARTMENT TOTALS:				***.00***	***9,099.59***	***.00***	***9,099.59***	***.00***	***9,099.59***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***.0***		
416 Cincinnati Health District FUND										
260 Department Of Public Health										
261 Health, Office Of The Commissioner										
2023	416	261	7200	.00	9,018.51	.00	9,018.51	.00	9,018.51	.00
2023	416	261	7300	.00	487.43	.00	487.43	.00	487.43	.00
2023	416	261	7400	.00	8,431.00	.00	8,431.00	.00	8,431.00	.00
DIVISION TOTALS:				***.00***	***17,936.94***	***.00***	***17,936.94***	***.00***	***17,936.94***	***.00***
262 Health, Technical Resources										
2023	416	262	7200	.00	1,226.59	.00	1,226.59	.00	1,226.59	.00
DIVISION TOTALS:				***.00***	***1,226.59***	***.00***	***1,226.59***	***.00***	***1,226.59***	***.00***
263 Div Of Community Health										
2023	416	263	7200	.00	1,734.59	.00	1,734.59	.00	1,734.59	.00
DIVISION TOTALS:				***.00***	***1,734.59***	***.00***	***1,734.59***	***.00***	***1,734.59***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
264 Primary Health Care - S.P.										
2023	416	264	7200	.00	215.50	.00	215.50	.00	215.50	.00
2023	416	264	7300	.00	173.30	.00	173.30	.00	173.30	.00
DIVISION TOTALS:				***.00***	***388.80***	***.00***	***388.80***	***.00***	***388.80***	***.00***
DEPARTMENT TOTALS:				***.00***	***21,286.92***	***.00***	***21,286.92***	***.00***	***21,286.92***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
449 Cinti Area Geographic Info Sys FUND										
100 Office Of The City Manager										
108 Dept of Performance & Data Analytics										
2023	449	108	7200	.00	6,109.77	.00	6,109.77	.00	6,109.77	.00
2023	449	108	7300	.00	500.00	.00	500.00	.00	500.00	.00
2023	449	108	7400	.00	132,458.23	.00	132,458.23	.00	132,458.23	.00
DIVISION TOTALS:				***.00***	***139,068.00***	***.00***	***139,068.00***	***.00***	***139,068.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***139,068.00***	***.00***	***139,068.00***	***.00***	***139,068.00***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
457 CLEAR FUND										
090 Enterprise Technology Solution										
093 ETS-CLEAR										
2023	457	093	7200	.00	73,368.11	.00	73,368.11	.00	73,368.11	.00
2023	457	093	7300	.00	.20	.00	.20	.00	.20	.00
2023	457	093	7400	.00	600.00	.00	600.00	.00	600.00	.00
DIVISION TOTALS:				***.00***	***73,968.31***	***.00***	***73,968.31***	***.00***	***73,968.31***	***.00***
DEPARTMENT TOTALS:				***.00***	***73,968.31***	***.00***	***73,968.31***	***.00***	***73,968.31***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
701 Metropolitan Sewer District FUND										
410 Dept. of Sewers Director's Off										
410 Dept. of Sewers Director's Office										
2023	701	410	7200	.00	47,604.75	.00	47,604.75	.00	47,604.75	.00
2023	701	410	7300	.00	1,387.30	.00	1,387.30	.00	1,387.30	.00
DIVISION TOTALS:				***.00***	***48,992.05***	***.00***	***48,992.05***	***.00***	***48,992.05***	***.00***
DEPARTMENT TOTALS:				***.00***	***48,992.05***	***.00***	***48,992.05***	***.00***	***48,992.05***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		
430 MSD Div Of Wastewater Admin										
431 MSD Division of Information Technology										
2023	701	431	7200	.00	72,531.75	.00	72,531.75	.00	72,531.75	.00
2023	701	431	7400	.00	1,103.53	.00	1,103.53	.00	1,103.53	.00
DIVISION TOTALS:				***.00***	***73,635.28***	***.00***	***73,635.28***	***.00***	***73,635.28***	***.00***
DEPARTMENT TOTALS:				***.00***	***73,635.28***	***.00***	***73,635.28***	***.00***	***73,635.28***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***						***.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
440 MSD Div Of Wastewater Treatmen										
442 MSD Millcreek Section										
2023	701	442	7200	.00	410,313.01	11,170.10	399,142.91	.00	399,142.91	.00
2023	701	442	7300	.00	92,454.49	30,309.00	62,145.49	8,619.00	53,526.49	.00
2023	701	442	7400	.00	1,000.00	.00	1,000.00	.00	1,000.00	.00
DIVISION TOTALS:				***.00***	***503,767.50***	***41,479.10***	***462,288.40***	***8,619.00***	***453,669.40***	***.00***
443 MSD Little Miami Section										
2023	701	443	7200	.00	27,220.50	.00	27,220.50	.00	27,220.50	.00
2023	701	443	7300	.00	9,085.97	.00	9,085.97	.00	9,085.97	.00
2023	701	443	7400	.00	800.00	.00	800.00	.00	800.00	.00
DIVISION TOTALS:				***.00***	***37,106.47***	***.00***	***37,106.47***	***.00***	***37,106.47***	***.00***
444 MSD Muddy Creek Section										
2023	701	444	7200	.00	7,758.76	.00	7,758.76	.00	7,758.76	.00
2023	701	444	7300	.00	25,596.08	.00	25,596.08	.00	25,596.08	.00
2023	701	444	7400	.00	1,105.76	.00	1,105.76	.00	1,105.76	.00
DIVISION TOTALS:				***.00***	***34,460.60***	***.00***	***34,460.60***	***.00***	***34,460.60***	***.00***
445 MSD Sycamore Section										
2023	701	445	7200	.00	3,013.18	.00	3,013.18	1,200.00	1,813.18	.00
2023	701	445	7400	.00	1,000.00	.00	1,000.00	.00	1,000.00	.00
DIVISION TOTALS:				***.00***	***4,013.18***	***.00***	***4,013.18***	***1,200.00***	***2,813.18***	***.00***
446 MSD Taylor Creek Section										
2023	701	446	7200	.00	15,079.17	.00	15,079.17	.00	15,079.17	.00
2023	701	446	7400	.00	1,000.00	.00	1,000.00	.00	1,000.00	.00
DIVISION TOTALS:				***.00***	***16,079.17***	***.00***	***16,079.17***	***.00***	***16,079.17***	***.00***
447 MSD Polk Run Section										
2023	701	447	7400	.00	1,000.00	.00	1,000.00	.00	1,000.00	.00
DIVISION TOTALS:				***.00***	***1,000.00***	***.00***	***1,000.00***	***.00***	***1,000.00***	***.00***
448 MSD Pump Stations										
2023	701	448	7200	.00	254.47	.00	254.47	.00	254.47	.00
2023	701	448	7300	.00	1,155.62	.00	1,155.62	.00	1,155.62	.00
DIVISION TOTALS:				***.00***	***1,410.09***	***.00***	***1,410.09***	***.00***	***1,410.09***	***.00***
DEPARTMENT TOTALS:				***.00***	***597,837.01***	***41,479.10***	***556,357.91***	***9,819.00***	***546,538.91***	***.00***
PERCENT EXPENDED: 6.9 PERCENT EXPENDED AND ENCUMBERED: 8.6										
450 MSD Div Of Wastewater Collecti										
450 MSD Div Of Wastewater Collection										
2023	701	450	7200	.00	145,022.13	77,677.59	67,344.54	41,322.41	26,022.13	.00
2023	701	450	7300	.00	71,491.09	.00	71,491.09	.00	71,491.09	.00
2023	701	450	7400	.00	265.68	.00	265.68	.00	265.68	.00
DIVISION TOTALS:				***.00***	***216,778.90***	***77,677.59***	***139,101.31***	***41,322.41***	***97,778.90***	***.00***
DEPARTMENT TOTALS:				***.00***	***216,778.90***	***77,677.59***	***139,101.31***	***41,322.41***	***97,778.90***	***.00***
PERCENT EXPENDED: 35.8 PERCENT EXPENDED AND ENCUMBERED: 54.9										

701 460 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 10
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
460 MSD Div Of Industrial Waste										
460 MSD Div Of Industrial Waste										
2023	701	460	7200	.00	105,599.09	.00	105,599.09	.00	105,599.09	.00
2023	701	460	7300	.00	16,624.56	.00	16,624.56	.00	16,624.56	.00
DIVISION TOTALS:				***.00***	***122,223.65***	***.00***	***122,223.65***	***.00***	***122,223.65***	***.00***
DEPARTMENT TOTALS:				***.00***	***122,223.65***	***.00***	***122,223.65***	***.00***	***122,223.65***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***.0***			
980 Capital Outlay Accounts										
981 Motorized & Construction Equip										
2023	701	981	7600	.00	765,883.80	551,549.80	214,334.00	.00	214,334.00	.00
DIVISION TOTALS:				***.00***	***765,883.80***	***551,549.80***	***214,334.00***	***.00***	***214,334.00***	***.00***
982 Office & Technical Equip										
2023	701	982	7600	.00	2,261.93	.00	2,261.93	.00	2,261.93	.00
DIVISION TOTALS:				***.00***	***2,261.93***	***.00***	***2,261.93***	***.00***	***2,261.93***	***.00***
DEPARTMENT TOTALS:				***.00***	***768,145.73***	***551,549.80***	***216,595.93***	***.00***	***216,595.93***	***.00***
PERCENT EXPENDED:	***71.8***	***PERCENT EXPENDED AND ENCUMBERED:***					***71.8***			
050 General FUND										
010 Office Of The Clerk Of Council										
041 Office Of The Clerk Of Council										
2024	050	041	7200	.00	11,522.14	.00	11,522.14	7,500.00	4,022.14	.00
DIVISION TOTALS:				***.00***	***11,522.14***	***.00***	***11,522.14***	***7,500.00***	***4,022.14***	***.00***
DEPARTMENT TOTALS:				***.00***	***11,522.14***	***.00***	***11,522.14***	***7,500.00***	***4,022.14***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***65.1***			
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2024	050	091	7200	.00	30,248.00	.00	30,248.00	.00	30,248.00	.00
DIVISION TOTALS:				***.00***	***30,248.00***	***.00***	***30,248.00***	***.00***	***30,248.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***30,248.00***	***.00***	***30,248.00***	***.00***	***30,248.00***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***.0***			
100 Office Of The City Manager										
101 City Manager's Office										
2024	050	101	7200	.00	61,824.77	9,000.00	52,824.77	3,975.00	48,849.77	.00
2024	050	101	7400	.00	432,607.71	116,161.52	316,446.19	316,446.19	.00	.00
DIVISION TOTALS:				***.00***	***494,432.48***	***125,161.52***	***369,270.96***	***320,421.19***	***48,849.77***	***.00***
103 Emergency Communications										
2024	050	103	7200	.00	1,200.00	.00	1,200.00	.00	1,200.00	.00
2024	050	103	7300	.00	2,385.36	.00	2,385.36	.00	2,385.36	.00
2024	050	103	7400	.00	42,046.64	17,112.00	24,934.64	24,934.64	.00	.00
DIVISION TOTALS:				***.00***	***45,632.00***	***17,112.00***	***28,520.00***	***24,934.64***	***3,585.36***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
107 Procurement										
2024	050	107	7200	.00	23,755.67	.00	23,755.67	.00	23,755.67	.00
2024	050	107	7300	.00	21,709.36	.00	21,709.36	.00	21,709.36	.00
2024	050	107	7400	.00	3,310.00	.00	3,310.00	.00	3,310.00	.00
DIVISION TOTALS:				***.00***	***48,775.03***	***.00***	***48,775.03***	***.00***	***48,775.03***	***.00***
DEPARTMENT TOTALS:				***.00***	***588,839.51***	***142,273.52***	***446,565.99***	***345,355.83***	***101,210.16***	***.00***
PERCENT EXPENDED: 24.2				***PERCENT EXPENDED AND ENCUMBERED:***				***82.8***		
110 Department Of Law										
111 Civil										
2024	050	111	7200	.00	30,863.97	5,680.00	25,183.97	.00	25,183.97	.00
DIVISION TOTALS:				***.00***	***30,863.97***	***5,680.00***	***25,183.97***	***.00***	***25,183.97***	***.00***
DEPARTMENT TOTALS:				***.00***	***30,863.97***	***5,680.00***	***25,183.97***	***.00***	***25,183.97***	***.00***
PERCENT EXPENDED: 18.4				***PERCENT EXPENDED AND ENCUMBERED:***				***18.4***		
130 Department Of Finance										
133 Finance, Accounts & Audits										
2024	050	133	7200	.00	130.65	.00	130.65	130.65	.00	.00
DIVISION TOTALS:				***.00***	***130.65***	***.00***	***130.65***	***130.65***	***.00***	***.00***
134 Finance, Treasury										
2024	050	134	7200	.00	8,366.77	.00	8,366.77	.00	8,366.77	.00
2024	050	134	7300	.00	5,037.08	.00	5,037.08	.00	5,037.08	.00
2024	050	134	7400	.00	202.02	.00	202.02	.00	202.02	.00
DIVISION TOTALS:				***.00***	***13,605.87***	***.00***	***13,605.87***	***.00***	***13,605.87***	***.00***
136 Finance, Income Tax										
2024	050	136	7200	.00	660.35	.00	660.35	.00	660.35	.00
2024	050	136	7300	.00	7.22	.00	7.22	.00	7.22	.00
2024	050	136	7400	.00	97.72	.00	97.72	.00	97.72	.00
DIVISION TOTALS:				***.00***	***765.29***	***.00***	***765.29***	***.00***	***765.29***	***.00***
DEPARTMENT TOTALS:				***.00***	***14,501.81***	***.00***	***14,501.81***	***130.65***	***14,371.16***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.9***		
160 Community Developmt										
164 Division Of Community Devel										
2024	050	164	7200	.00	942,500.32	320,673.25	621,827.07	591,827.07	30,000.00	.00
2024	050	164	7400	.00	14,855.39	14,855.39	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***957,355.71***	***335,528.64***	***621,827.07***	***591,827.07***	***30,000.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***957,355.71***	***335,528.64***	***621,827.07***	***591,827.07***	***30,000.00***	***.00***
PERCENT EXPENDED: 35.0				***PERCENT EXPENDED AND ENCUMBERED:***				***96.9***		
170 Department Of Planning & Build										
171 City Planning										
2024	050	171	7300	.00	328.27	.00	328.27	.00	328.27	.00
2024	050	171	7400	.00	519.26	.00	519.26	.00	519.26	.00
DIVISION TOTALS:				***.00***	***847.53***	***.00***	***847.53***	***.00***	***847.53***	***.00***
DEPARTMENT TOTALS:				***.00***	***847.53***	***.00***	***847.53***	***.00***	***847.53***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
180 Citizens' Complaint Authority										
181 Citizens' Complaint Authority										
2024	050	181	7200	.00	500.00	.00	500.00	.00	500.00	.00
DIVISION TOTALS:				***.00***	***500.00***	***.00***	***500.00***	***.00***	***500.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***500.00***	***.00***	***500.00***	***.00***	***500.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
190 Dept Of Public Recreation										
191 Recreation West Region										
2024	050	191	7200	.00	162.81	.00	162.81	.00	162.81	.00
DIVISION TOTALS:				***.00***	***162.81***	***.00***	***162.81***	***.00***	***162.81***	***.00***
192 Recreation East Region										
2024	050	192	7200	.00	177.92	.00	177.92	.00	177.92	.00
DIVISION TOTALS:				***.00***	***177.92***	***.00***	***177.92***	***.00***	***177.92***	***.00***
193 Recreation Central Region										
2024	050	193	7200	.00	16.46	.00	16.46	.00	16.46	.00
DIVISION TOTALS:				***.00***	***16.46***	***.00***	***16.46***	***.00***	***16.46***	***.00***
197 Recreation Athletics										
2024	050	197	7200	.00	15,367.68	15,367.68	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***15,367.68***	***15,367.68***	***.00***	***.00***	***.00***	***.00***
199 Recreation Administration										
2024	050	199	7300	.00	17,302.00	.00	17,302.00	17,302.00	.00	.00
DIVISION TOTALS:				***.00***	***17,302.00***	***.00***	***17,302.00***	***17,302.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***33,026.87***	***15,367.68***	***17,659.19***	***17,302.00***	***357.19***	***.00***
PERCENT EXPENDED: 46.5 PERCENT EXPENDED AND ENCUMBERED: 98.9										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2024	050	202	7200	.00	448.00	.00	448.00	.00	448.00	.00
2024	050	202	7300	.00	2,265.52	.00	2,265.52	.00	2,265.52	.00
DIVISION TOTALS:				***.00***	***2,713.52***	***.00***	***2,713.52***	***.00***	***2,713.52***	***.00***
203 Parks, Adm & Program Services										
2024	050	203	7300	.00	265.44	.00	265.44	.00	265.44	.00
DIVISION TOTALS:				***.00***	***265.44***	***.00***	***265.44***	***.00***	***265.44***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,978.96***	***.00***	***2,978.96***	***.00***	***2,978.96***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2024	050	211	7200	.00	170.00	.00	170.00	.00	170.00	.00
2024	050	211	7300	.00	542.51	.00	542.51	.00	542.51	.00
2024	050	211	7400	.00	1,450.00	.00	1,450.00	.00	1,450.00	.00
DIVISION TOTALS:				***.00***	***2,162.51***	***.00***	***2,162.51***	***.00***	***2,162.51***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,162.51***	***.00***	***2,162.51***	***.00***	***2,162.51***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
220 Department of Police										
222 Department Of Police										
2024	050	222	7200	.00	88,805.33	.00	88,805.33	.00	88,805.33	.00
2024	050	222	7300	.00	31,176.00	.00	31,176.00	.00	31,176.00	.00
2024	050	222	7400	.00	216.48	.00	216.48	.00	216.48	.00
DIVISION TOTALS:				***.00***	***120,197.81***	***.00***	***120,197.81***	***.00***	***120,197.81***	***.00***
225 Police - Investigations										
2024	050	225	7200	.00	28,901.00	.00	28,901.00	.00	28,901.00	.00
2024	050	225	7300	.00	7,115.86	.00	7,115.86	.00	7,115.86	.00
2024	050	225	7400	.00	801.00	.00	801.00	.00	801.00	.00
DIVISION TOTALS:				***.00***	***36,817.86***	***.00***	***36,817.86***	***.00***	***36,817.86***	***.00***
226 Police - Support										
2024	050	226	7200	.00	7,791.80	.00	7,791.80	3,541.80	4,250.00	.00
2024	050	226	7300	.00	184,816.53	5,785.88	179,030.65	124,178.86	54,851.79	.00
2024	050	226	7400	.00	3,000.00	.00	3,000.00	.00	3,000.00	.00
DIVISION TOTALS:				***.00***	***195,608.33***	***5,785.88***	***189,822.45***	***127,720.66***	***62,101.79***	***.00***
227 Police - Administration										
2024	050	227	7200	.00	18,788.00	.00	18,788.00	.00	18,788.00	.00
2024	050	227	7300	.00	24,768.43	.00	24,768.43	20,984.72	3,783.71	.00
2024	050	227	7400	.00	19,852.17	14,000.00	5,852.17	3,190.00	2,662.17	.00
DIVISION TOTALS:				***.00***	***63,408.60***	***14,000.00***	***49,408.60***	***24,174.72***	***25,233.88***	***.00***
DEPARTMENT TOTALS:				***.00***	***416,032.60***	***19,785.88***	***396,246.72***	***151,895.38***	***244,351.34***	***.00***
PERCENT EXPENDED: 4.8 PERCENT EXPENDED AND ENCUMBERED: 41.3										
230 Dept Of Transportation & Engin										
232 Div Of Transportation Planning										
2024	050	232	7200	.00	42,167.56	39,263.47	2,904.09	2,500.00	404.09	.00
DIVISION TOTALS:				***.00***	***42,167.56***	***39,263.47***	***2,904.09***	***2,500.00***	***404.09***	***.00***
DEPARTMENT TOTALS:				***.00***	***42,167.56***	***39,263.47***	***2,904.09***	***2,500.00***	***404.09***	***.00***
PERCENT EXPENDED: 93.1 PERCENT EXPENDED AND ENCUMBERED: 99.0										
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2024	050	253	7200	.00	2,100.00	.00	2,100.00	2,100.00	.00	.00
DIVISION TOTALS:				***.00***	***2,100.00***	***.00***	***2,100.00***	***2,100.00***	***.00***	***.00***
255 Div Of City Facility Mgmt										
2024	050	255	7200	.00	1,140.00	.00	1,140.00	1,140.00	.00	.00
DIVISION TOTALS:				***.00***	***1,140.00***	***.00***	***1,140.00***	***1,140.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***3,240.00***	***.00***	***3,240.00***	***3,240.00***	***.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
270 Department Of Fire										
271 Fire - Response										
2024	050	271	7200	.00	189,629.32	9,746.00	179,883.32	179,883.32	.00	.00
2024	050	271	7300	.00	79,476.17	.00	79,476.17	79,476.17	.00	.00
2024	050	271	7400	.00	843.53	.00	843.53	843.53	.00	.00
DIVISION TOTALS:				***.00***	***269,949.02***	***9,746.00***	***260,203.02***	***260,203.02***	***.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
272 Fire - Support Services										
2024	050	272	7200	.00	6,415.93	.00	6,415.93	6,415.93	.00	.00
2024	050	272	7300	.00	15,751.61	.00	15,751.61	15,751.61	.00	.00
DIVISION TOTALS:				***.00***	***22,167.54***	***.00***	***22,167.54***	***22,167.54***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***292,116.56***	***9,746.00***	***282,370.56***	***282,370.56***	***.00***	***.00***
PERCENT EXPENDED: 3.3 PERCENT EXPENDED AND ENCUMBERED: 100.0										
280										
281 Economic Inclusion										
2024	050	281	7200	.00	2,500.00	.00	2,500.00	.00	2,500.00	.00
2024	050	281	7300	.00	120.00	.00	120.00	.00	120.00	.00
2024	050	281	7400	.00	382.05	.00	382.05	.00	382.05	.00
DIVISION TOTALS:				***.00***	***3,002.05***	***.00***	***3,002.05***	***.00***	***3,002.05***	***.00***
DEPARTMENT TOTALS:				***.00***	***3,002.05***	***.00***	***3,002.05***	***.00***	***3,002.05***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
920 Employee Benefits (Cont)										
928 Tuition Reimbursement										
2024	050	928	7400	.00	57,941.00	.00	57,941.00	.00	57,941.00	.00
DIVISION TOTALS:				***.00***	***57,941.00***	***.00***	***57,941.00***	***.00***	***57,941.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***57,941.00***	***.00***	***57,941.00***	***.00***	***57,941.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
950 Miscellaneous Accounts										
951 Judgments Against The City										
2024	050	951	7400	.00	112.41	.00	112.41	.00	112.41	.00
DIVISION TOTALS:				***.00***	***112.41***	***.00***	***112.41***	***.00***	***112.41***	***.00***
952 Enterprise Software and Licenses										
2024	050	952	7300	.00	4,209.20	.00	4,209.20	.00	4,209.20	.00
2024	050	952	7400	.00	462,799.69	.00	462,799.69	.00	462,799.69	.00
DIVISION TOTALS:				***.00***	***467,008.89***	***.00***	***467,008.89***	***.00***	***467,008.89***	***.00***
953 Memberships & Publications										
2024	050	953	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***
959 Manager's Office Obligations										
2024	050	959	7200	.00	4,138.58	.00	4,138.58	4,138.58	.00	.00
DIVISION TOTALS:				***.00***	***4,138.58***	***.00***	***4,138.58***	***4,138.58***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***476,259.88***	***.00***	***476,259.88***	***9,138.58***	***467,121.30***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 1.9										
101 Water Works FUND										
300 Department Of Water Works										
301 Water Works, Business Service										
2024	101	301	7200	.00	127,467.58	16,849.88	110,617.70	110,617.70	.00	.00
2024	101	301	7300	.00	8,490.61	.00	8,490.61	8,490.61	.00	.00
2024	101	301	7400	.00	123,234.42	.00	123,234.42	123,234.42	.00	.00
DIVISION TOTALS:				***.00***	***259,192.61***	***16,849.88***	***242,342.73***	***242,342.73***	***.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
302 Water Works, Commercial Services										
2024	101	302	7200	.00	711,289.01	.00	711,289.01	711,289.01	.00	.00
2024	101	302	7300	.00	41,051.18	.00	41,051.18	41,051.18	.00	.00
2024	101	302	7400	.00	4,679.30	.00	4,679.30	4,679.30	.00	.00
DIVISION TOTALS:				***.00***	***757,019.49***	***.00***	***757,019.49***	***757,019.49***	***.00***	***.00***
303 Water Works, Div Of Supply										
2024	101	303	7200	.00	3,757,984.77	.00	3,757,984.77	3,757,984.77	.00	.00
2024	101	303	7300	.00	222,125.13	2,951.58	219,173.55	219,173.55	.00	.00
2024	101	303	7400	.00	29,247.80	.00	29,247.80	29,247.80	.00	.00
DIVISION TOTALS:				***.00***	***4,009,357.70***	***2,951.58***	***4,006,406.12***	***4,006,406.12***	***.00***	***.00***
304 Water Works, Div Of Distribution										
2024	101	304	7200	.00	376,265.57	.00	376,265.57	376,265.57	.00	.00
2024	101	304	7300	.00	106,699.69	.00	106,699.69	106,699.69	.00	.00
2024	101	304	7400	.00	262.92	.00	262.92	262.92	.00	.00
DIVISION TOTALS:				***.00***	***483,228.18***	***.00***	***483,228.18***	***483,228.18***	***.00***	***.00***
305 Div Of Wtr Quality & Treatment										
2024	101	305	7200	.00	98,306.53	.00	98,306.53	90,752.96	7,553.57	.00
2024	101	305	7300	.00	58,399.63	.00	58,399.63	58,399.63	.00	.00
DIVISION TOTALS:				***.00***	***156,706.16***	***.00***	***156,706.16***	***149,152.59***	***7,553.57***	***.00***
306 Water Works, Div Of Engineering										
2024	101	306	7200	.00	5,129.60	.00	5,129.60	5,129.60	.00	.00
2024	101	306	7300	.00	4,700.42	.00	4,700.42	4,700.42	.00	.00
2024	101	306	7400	.00	117.00	.00	117.00	117.00	.00	.00
DIVISION TOTALS:				***.00***	***9,947.02***	***.00***	***9,947.02***	***9,947.02***	***.00***	***.00***
307 Water Works, Div Of Info Tech										
2024	101	307	7200	.00	1,959,491.77	.00	1,959,491.77	1,959,491.77	.00	.00
2024	101	307	7300	.00	4,350.39	.00	4,350.39	4,350.39	.00	.00
2024	101	307	7400	.00	302,627.43	4,366.48	298,260.95	298,260.95	.00	.00
DIVISION TOTALS:				***.00***	***2,266,469.59***	***4,366.48***	***2,262,103.11***	***2,262,103.11***	***.00***	***.00***
309 Water Works Debt Service										
2024	101	309	7700	.00	49,914.52	.00	49,914.52	49,914.52	.00	.00
DIVISION TOTALS:				***.00***	***49,914.52***	***.00***	***49,914.52***	***49,914.52***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***7,991,835.27***	***24,167.94***	***7,967,667.33***	***7,960,113.76***	***7,553.57***	***.00***
PERCENT EXPENDED: .3 PERCENT EXPENDED AND ENCUMBERED:								***99.9***		
102 Parking System Facilities FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2024	102	248	7200	.00	4,200.00	.00	4,200.00	.00	4,200.00	.00
2024	102	248	7400	.00	26,003.00	.00	26,003.00	.00	26,003.00	.00
DIVISION TOTALS:				***.00***	***30,203.00***	***.00***	***30,203.00***	***.00***	***30,203.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***30,203.00***	***.00***	***30,203.00***	***.00***	***30,203.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
103 Convention-Exposition Center FUND										
240 Dept. Of Enterprise Services										
243 Duke Energy Center										
2024	103	243	7200	.00	64,429.27	.00	64,429.27	64,429.27	.00	.00
DIVISION TOTALS:				***.00***	***64,429.27***	***.00***	***64,429.27***	***64,429.27***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***64,429.27***	***.00***	***64,429.27***	***64,429.27***	***.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
104 General Aviation FUND										
230 Dept Of Transportation & Engin										
234 Div Of Aviation										
2024	104	234	7200	.00	60.17	.00	60.17	.00	60.17	.00
2024	104	234	7300	.00	3,383.82	.00	3,383.82	.00	3,383.82	.00
2024	104	234	7400	.00	1,152.00	.00	1,152.00	.00	1,152.00	.00
DIVISION TOTALS:				***.00***	***4,595.99***	***.00***	***4,595.99***	***.00***	***4,595.99***	***.00***
DEPARTMENT TOTALS:				***.00***	***4,595.99***	***.00***	***4,595.99***	***.00***	***4,595.99***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
105 Municipal Golf FUND										
190 Dept Of Public Recreation										
195 Recreation Golf										
2024	105	195	7200	.00	796.04	.00	796.04	.00	796.04	.00
DIVISION TOTALS:				***.00***	***796.04***	***.00***	***796.04***	***.00***	***796.04***	***.00***
DEPARTMENT TOTALS:				***.00***	***796.04***	***.00***	***796.04***	***.00***	***796.04***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
107 Stormwater Management FUND										
310 Stormwater Management Utility										
311 Stormwater Management Utility										
2024	107	311	7200	.00	457,233.42	.00	457,233.42	367,233.42	90,000.00	.00
2024	107	311	7300	.00	16,517.31	.00	16,517.31	16,517.31	.00	.00
2024	107	311	7400	.00	201.00	.00	201.00	201.00	.00	.00
DIVISION TOTALS:				***.00***	***473,951.73***	***.00***	***473,951.73***	***383,951.73***	***90,000.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***473,951.73***	***.00***	***473,951.73***	***383,951.73***	***90,000.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***81.0***		
151 Bond Retirement - City FUND										
130 Department Of Finance										
134 Finance, Treasury										
2024	151	134	7200	.00	6,961.21	.00	6,961.21	.00	6,961.21	.00
DIVISION TOTALS:				***.00***	***6,961.21***	***.00***	***6,961.21***	***.00***	***6,961.21***	***.00***
DEPARTMENT TOTALS:				***.00***	***6,961.21***	***.00***	***6,961.21***	***.00***	***6,961.21***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		

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										
250 Dept Of Public Services										
252 Traffic And Road Operations										
2024	301	252	7300	.00	6,204.80	.00	6,204.80	2,486.00	3,718.80	.00
2024	301	252	7400	.00	2,100.00	.00	2,100.00	.00	2,100.00	.00
DIVISION TOTALS:				***.00***	***8,304.80***	***.00***	***8,304.80***	***2,486.00***	***5,818.80***	***.00***
DEPARTMENT TOTALS:				***.00***	***8,304.80***	***.00***	***8,304.80***	***2,486.00***	***5,818.80***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 29.9										
302 Income Tax Infrastructure FUND										
100 Office Of The City Manager										
102 Office Of Budget & Evaluation										
2024	302	102	7400	.00	34.02	.00	34.02	34.02	.00	.00
DIVISION TOTALS:				***.00***	***34.02***	***.00***	***34.02***	***34.02***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***34.02***	***.00***	***34.02***	***34.02***	***.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
250 Dept Of Public Services										
255 Div Of City Facility Mgmt										
2024	302	255	7200	.00	19,232.22	.00	19,232.22	14,324.79	4,907.43	.00
2024	302	255	7300	.00	768.77	.00	768.77	.00	768.77	.00
DIVISION TOTALS:				***.00***	***20,000.99***	***.00***	***20,000.99***	***14,324.79***	***5,676.20***	***.00***
DEPARTMENT TOTALS:				***.00***	***20,000.99***	***.00***	***20,000.99***	***14,324.79***	***5,676.20***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: 71.6										
303 Parking Meter FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2024	303	248	7200	.00	10,456.16	2,900.00	7,556.16	6,956.16	600.00	.00
2024	303	248	7300	.00	7,885.91	.00	7,885.91	7,885.91	.00	.00
DIVISION TOTALS:				***.00***	***18,342.07***	***2,900.00***	***15,442.07***	***14,842.07***	***600.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***18,342.07***	***2,900.00***	***15,442.07***	***14,842.07***	***600.00***	***.00***
PERCENT EXPENDED: 15.8 PERCENT EXPENDED AND ENCUMBERED: 96.7										
306 Municipal Motor Vehicle Lic Tx FUND										
250 Dept Of Public Services										
252 Traffic And Road Operations										
2024	306	252	7300	.00	4,660.24	.00	4,660.24	.00	4,660.24	.00
DIVISION TOTALS:				***.00***	***4,660.24***	***.00***	***4,660.24***	***.00***	***4,660.24***	***.00***
DEPARTMENT TOTALS:				***.00***	***4,660.24***	***.00***	***4,660.24***	***.00***	***4,660.24***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
318 Sawyer Point FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2024	318	202	7300	.00	11,721.64	.00	11,721.64	.00	11,721.64	.00
DIVISION TOTALS:				***.00***	***11,721.64***	***.00***	***11,721.64***	***.00***	***11,721.64***	***.00***
DEPARTMENT TOTALS:				***.00***	***11,721.64***	***.00***	***11,721.64***	***.00***	***11,721.64***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***.0***		
323 Recreation Special Activities FUND										
190 Dept Of Public Recreation										
192 Recreation East Region										
2024	323	192	7200	.00	185.75	.00	185.75	.00	185.75	.00
DIVISION TOTALS:				***.00***	***185.75***	***.00***	***185.75***	***.00***	***185.75***	***.00***
193 Recreation Central Region										
2024	323	193	7200	.00	3,037.12	.00	3,037.12	.00	3,037.12	.00
2024	323	193	7300	.00	1,396.33	.00	1,396.33	1,396.33	.00	.00
DIVISION TOTALS:				***.00***	***4,433.45***	***.00***	***4,433.45***	***1,396.33***	***3,037.12***	***.00***
197 Recreation Athletics										
2024	323	197	7200	.00	12,426.22	.00	12,426.22	8,575.00	3,851.22	.00
DIVISION TOTALS:				***.00***	***12,426.22***	***.00***	***12,426.22***	***8,575.00***	***3,851.22***	***.00***
199 Recreation Administration										
2024	323	199	7200	.00	20,138.27	.00	20,138.27	15,183.27	4,955.00	.00
DIVISION TOTALS:				***.00***	***20,138.27***	***.00***	***20,138.27***	***15,183.27***	***4,955.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***37,183.69***	***.00***	***37,183.69***	***25,154.60***	***12,029.09***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***67.6***		
329 Cincinnati Riverfront Park FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2024	329	202	7200	.00	965.00	.00	965.00	.00	965.00	.00
2024	329	202	7300	.00	1,250.40	.00	1,250.40	.00	1,250.40	.00
DIVISION TOTALS:				***.00***	***2,215.40***	***.00***	***2,215.40***	***.00***	***2,215.40***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,215.40***	***.00***	***2,215.40***	***.00***	***2,215.40***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***.0***		
364 911 Cell Phone Fees FUND										
100 Office Of The City Manager										
103 Emergency Communications										
2024	364	103	7300	.00	77.18	.00	77.18	.00	77.18	.00
DIVISION TOTALS:				***.00***	***77.18***	***.00***	***77.18***	***.00***	***77.18***	***.00***
DEPARTMENT TOTALS:				***.00***	***77.18***	***.00***	***77.18***	***.00***	***77.18***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:								***.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
377 Safe & Clean FUND										
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2024	377	253	7200	.00	14,254.53	1,525.34	12,729.19	12,729.19	.00	.00
DIVISION TOTALS:				***.00***	***14,254.53***	***1,525.34***	***12,729.19***	***12,729.19***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***14,254.53***	***1,525.34***	***12,729.19***	***12,729.19***	***.00***	***.00***
PERCENT EXPENDED: 10.7				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
395 Community Health Center FUND										
260 Department Of Public Health										
265 Primary Health Care - H.C.										
2024	395	265	7200	.00	402,031.57	180.00	401,851.57	87,647.88	314,203.69	.00
2024	395	265	7300	.00	25,661.17	.00	25,661.17	.00	25,661.17	.00
2024	395	265	7400	.00	16,716.59	.00	16,716.59	.00	16,716.59	.00
DIVISION TOTALS:				***.00***	***444,409.33***	***180.00***	***444,229.33***	***87,647.88***	***356,581.45***	***.00***
266 School & Adolescent Health										
2024	395	266	7200	.00	68,427.36	120.00	68,307.36	58,297.95	10,009.41	.00
2024	395	266	7300	.00	28.69	.00	28.69	.00	28.69	.00
DIVISION TOTALS:				***.00***	***68,456.05***	***120.00***	***68,336.05***	***58,297.95***	***10,038.10***	***.00***
DEPARTMENT TOTALS:				***.00***	***512,865.38***	***300.00***	***512,565.38***	***145,945.83***	***366,619.55***	***.00***
PERCENT EXPENDED: .1				***PERCENT EXPENDED AND ENCUMBERED:***				***28.5***		
416 Cincinnati Health District FUND										
260 Department Of Public Health										
261 Health, Office Of The Commissioner										
2024	416	261	7200	.00	4,413.50	.00	4,413.50	.00	4,413.50	.00
2024	416	261	7300	.00	7,272.08	.00	7,272.08	.00	7,272.08	.00
DIVISION TOTALS:				***.00***	***11,685.58***	***.00***	***11,685.58***	***.00***	***11,685.58***	***.00***
262 Health, Technical Resources										
2024	416	262	7200	.00	37,649.58	.00	37,649.58	.00	37,649.58	.00
2024	416	262	7300	.00	1,236.56	.00	1,236.56	.00	1,236.56	.00
2024	416	262	7400	.00	464.48	.00	464.48	339.38	125.10	.00
DIVISION TOTALS:				***.00***	***39,350.62***	***.00***	***39,350.62***	***339.38***	***39,011.24***	***.00***
263 Div Of Community Health										
2024	416	263	7200	.00	14,316.65	.00	14,316.65	1,740.53	12,576.12	.00
2024	416	263	7300	.00	1,731.44	.00	1,731.44	68.10	1,663.34	.00
2024	416	263	7400	.00	86.75	.00	86.75	.00	86.75	.00
DIVISION TOTALS:				***.00***	***16,134.84***	***.00***	***16,134.84***	***1,808.63***	***14,326.21***	***.00***
264 Primary Health Care - S.P.										
2024	416	264	7200	.00	95.08	.00	95.08	.00	95.08	.00
2024	416	264	7300	.00	9,057.97	.00	9,057.97	.00	9,057.97	.00
DIVISION TOTALS:				***.00***	***9,153.05***	***.00***	***9,153.05***	***.00***	***9,153.05***	***.00***
265 Primary Health Care - H.C.										
2024	416	265	7300	.00	5,000.00	.00	5,000.00	.00	5,000.00	.00
DIVISION TOTALS:				***.00***	***5,000.00***	***.00***	***5,000.00***	***.00***	***5,000.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
266 School & Adolescent Health										
2024	416	266	7300	.00	2,000.00	.00	2,000.00	.00	2,000.00	.00
DIVISION TOTALS:				***.00***	***2,000.00***	***.00***	***2,000.00***	***.00***	***2,000.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***83,324.09***	***.00***	***83,324.09***	***2,148.01***	***81,176.08***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***2.6***			
449 Cinti Area Geographic Info Sys FUND										
100 Office Of The City Manager										
108 Dept of Performance & Data Analytics										
2024	449	108	7200	.00	54,632.84	.00	54,632.84	.00	54,632.84	.00
2024	449	108	7300	.00	1,725.52	.00	1,725.52	.00	1,725.52	.00
2024	449	108	7400	.00	84,230.01	.00	84,230.01	.00	84,230.01	.00
DIVISION TOTALS:				***.00***	***140,588.37***	***.00***	***140,588.37***	***.00***	***140,588.37***	***.00***
DEPARTMENT TOTALS:				***.00***	***140,588.37***	***.00***	***140,588.37***	***.00***	***140,588.37***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***.0***			
457 CLEAR FUND										
090 Enterprise Technology Solution										
093 ETS-CLEAR										
2024	457	093	7200	.00	3,174.69	.00	3,174.69	.00	3,174.69	.00
2024	457	093	7300	.00	111,290.23	.00	111,290.23	107,883.00	3,407.23	.00
2024	457	093	7400	.00	5,300.00	.00	5,300.00	.00	5,300.00	.00
DIVISION TOTALS:				***.00***	***119,764.92***	***.00***	***119,764.92***	***107,883.00***	***11,881.92***	***.00***
DEPARTMENT TOTALS:				***.00***	***119,764.92***	***.00***	***119,764.92***	***107,883.00***	***11,881.92***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***90.1***			
701 Metropolitan Sewer District FUND										
410 Dept. of Sewers Director's Off										
410 Dept. of Sewers Director's Office										
2024	701	410	7200	.00	138,831.36	.00	138,831.36	9,200.75	129,630.61	.00
2024	701	410	7300	.00	11,172.09	.00	11,172.09	.00	11,172.09	.00
DIVISION TOTALS:				***.00***	***150,003.45***	***.00***	***150,003.45***	***9,200.75***	***140,802.70***	***.00***
DEPARTMENT TOTALS:				***.00***	***150,003.45***	***.00***	***150,003.45***	***9,200.75***	***140,802.70***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***6.1***			
420 MSD Div Of Wastewater Engineer										
420 MSD Div Of Wastewater Engineering										
2024	701	420	7200	.00	165,036.72	.00	165,036.72	13,691.06	151,345.66	.00
2024	701	420	7300	.00	24,105.63	.00	24,105.63	.00	24,105.63	.00
2024	701	420	7400	.00	9,967.52	.00	9,967.52	.00	9,967.52	.00
DIVISION TOTALS:				***.00***	***199,109.87***	***.00***	***199,109.87***	***13,691.06***	***185,418.81***	***.00***
DEPARTMENT TOTALS:				***.00***	***199,109.87***	***.00***	***199,109.87***	***13,691.06***	***185,418.81***	***.00***
PERCENT EXPENDED:	***.0***	***PERCENT EXPENDED AND ENCUMBERED:***					***6.9***			

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
430 MSD Div Of Wastewater Admin										
430 MSD Div Of Wastewater Admin										
2024	701	430	7200	.00	221,679.26	11,250.00	210,429.26	3,750.00	206,679.26	.00
2024	701	430	7300	.00	32,704.30	.00	32,704.30	.00	32,704.30	.00
2024	701	430	7400	.00	9,373.01	.00	9,373.01	.00	9,373.01	.00
DIVISION TOTALS:				***.00***	***263,756.57***	***11,250.00***	***252,506.57***	***3,750.00***	***248,756.57***	***.00***
431 MSD Division of Information Technology										
2024	701	431	7100	.00	698.86	.00	698.86	.00	698.86	.00
2024	701	431	7200	.00	66,460.85	.00	66,460.85	.00	66,460.85	.00
2024	701	431	7300	.00	22,995.64	.00	22,995.64	577.35	22,418.29	.00
2024	701	431	7400	.00	587,814.58	562.99	587,251.59	25,714.95	561,536.64	.00
DIVISION TOTALS:				***.00***	***677,969.93***	***562.99***	***677,406.94***	***26,292.30***	***651,114.64***	***.00***
DEPARTMENT TOTALS:				***.00***	***941,726.50***	***11,812.99***	***929,913.51***	***30,042.30***	***899,871.21***	***.00***
PERCENT EXPENDED: 1.3 PERCENT EXPENDED AND ENCUMBERED:								***4.4***		
440 MSD Div Of Wastewater Treatmen										
441 MSD Office Of Superintendent										
2024	701	441	7200	.00	44,114.26	.00	44,114.26	.00	44,114.26	.00
2024	701	441	7300	.00	54,635.58	.00	54,635.58	52.22	54,583.36	.00
DIVISION TOTALS:				***.00***	***98,749.84***	***.00***	***98,749.84***	***52.22***	***98,697.62***	***.00***
442 MSD Millcreek Section										
2024	701	442	7200	.00	2,633,603.68	205,045.38	2,428,558.30	243,759.80	2,184,798.50	.00
2024	701	442	7300	.00	1,874,114.14	66,957.15	1,807,156.99	84,269.21	1,722,887.78	.00
2024	701	442	7400	.00	17,270.55	1,425.00	15,845.55	.00	15,845.55	.00
DIVISION TOTALS:				***.00***	***4,524,988.37***	***273,427.53***	***4,251,560.84***	***328,029.01***	***3,923,531.83***	***.00***
443 MSD Little Miami Section										
2024	701	443	7200	.00	1,210,483.29	24,221.25	1,186,262.04	109,109.04	1,077,153.00	.00
2024	701	443	7300	.00	220,279.51	8,906.52	211,372.99	81,251.56	130,121.43	.00
DIVISION TOTALS:				***.00***	***1,430,762.80***	***33,127.77***	***1,397,635.03***	***190,360.60***	***1,207,274.43***	***.00***
444 MSD Muddy Creek Section										
2024	701	444	7200	.00	491,830.66	19,944.12	471,886.54	50,615.37	421,271.17	.00
2024	701	444	7300	.00	198,787.05	482.61	198,304.44	.00	198,304.44	.00
2024	701	444	7400	.00	581.05	.00	581.05	.00	581.05	.00
DIVISION TOTALS:				***.00***	***691,198.76***	***20,426.73***	***670,772.03***	***50,615.37***	***620,156.66***	***.00***
445 MSD Sycamore Section										
2024	701	445	7200	.00	278,370.20	.00	278,370.20	37,996.99	240,373.21	.00
2024	701	445	7300	.00	21,739.95	.00	21,739.95	.00	21,739.95	.00
DIVISION TOTALS:				***.00***	***300,110.15***	***.00***	***300,110.15***	***37,996.99***	***262,113.16***	***.00***
446 MSD Taylor Creek Section										
2024	701	446	7200	.00	165,930.97	.00	165,930.97	10,353.05	155,577.92	.00
2024	701	446	7300	.00	21,800.06	.00	21,800.06	.00	21,800.06	.00
2024	701	446	7400	.00	770.00	.00	770.00	.00	770.00	.00
DIVISION TOTALS:				***.00***	***188,501.03***	***.00***	***188,501.03***	***10,353.05***	***178,147.98***	***.00***
447 MSD Polk Run Section										
2024	701	447	7200	.00	177,507.69	6,271.85	171,235.84	27,044.35	144,191.49	.00
2024	701	447	7300	.00	5,660.68	.00	5,660.68	.00	5,660.68	.00
DIVISION TOTALS:				***.00***	***183,168.37***	***6,271.85***	***176,896.52***	***27,044.35***	***149,852.17***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
448 MSD Pump Stations										
2024	701	448	7200	.00	153,265.03	.00	153,265.03	4,580.00	148,685.03	.00
2024	701	448	7300	.00	127,037.50	.00	127,037.50	.00	127,037.50	.00
DIVISION TOTALS:				***.00***	***280,302.53***	***.00***	***280,302.53***	***4,580.00***	***275,722.53***	***.00***
449 MSD Maintenance Section										
2024	701	449	7200	.00	116,116.36	.00	116,116.36	.00	116,116.36	.00
2024	701	449	7300	.00	40,249.48	.00	40,249.48	1,428.24	38,821.24	.00
2024	701	449	7400	.00	9,129.79	.00	9,129.79	.00	9,129.79	.00
DIVISION TOTALS:				***.00***	***165,495.63***	***.00***	***165,495.63***	***1,428.24***	***164,067.39***	***.00***
DEPARTMENT TOTALS:				***.00***	***7,863,277.48***	***333,253.88***	***7,530,023.60***	***650,459.83***	***6,879,563.77***	***.00***
PERCENT EXPENDED: 4.2				***PERCENT EXPENDED AND ENCUMBERED:***				***12.5***		
450 MSD Div Of Wastewater Collecti										
450 MSD Div Of Wastewater Collection										
2024	701	450	7200	.00	1,828,222.42	62,184.78	1,766,037.64	184,995.00	1,581,042.64	.00
2024	701	450	7300	.00	773,657.07	.00	773,657.07	6,922.64	766,734.43	.00
2024	701	450	7400	.00	5,738.15	.00	5,738.15	3,888.29	1,849.86	.00
DIVISION TOTALS:				***.00***	***2,607,617.64***	***62,184.78***	***2,545,432.86***	***195,805.93***	***2,349,626.93***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,607,617.64***	***62,184.78***	***2,545,432.86***	***195,805.93***	***2,349,626.93***	***.00***
PERCENT EXPENDED: 2.4				***PERCENT EXPENDED AND ENCUMBERED:***				***9.9***		
460 MSD Div Of Industrial Waste										
460 MSD Div Of Industrial Waste										
2024	701	460	7200	.00	1,739,143.89	8,630.10	1,730,513.79	.00	1,730,513.79	.00
2024	701	460	7300	.00	130,920.76	.00	130,920.76	2,924.00	127,996.76	.00
2024	701	460	7400	.00	37,748.93	9,954.00	27,794.93	.00	27,794.93	.00
DIVISION TOTALS:				***.00***	***1,907,813.58***	***18,584.10***	***1,889,229.48***	***2,924.00***	***1,886,305.48***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,907,813.58***	***18,584.10***	***1,889,229.48***	***2,924.00***	***1,886,305.48***	***.00***
PERCENT EXPENDED: 1.0				***PERCENT EXPENDED AND ENCUMBERED:***				***1.1***		
480 MSD SBU Program										
480 MSD SBU Program										
2024	701	480	7200	.00	2,594,554.00	.00	2,594,554.00	.00	2,594,554.00	.00
2024	701	480	7400	.00	51,533.39	.00	51,533.39	16,983.86	34,549.53	.00
DIVISION TOTALS:				***.00***	***2,646,087.39***	***.00***	***2,646,087.39***	***16,983.86***	***2,629,103.53***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,646,087.39***	***.00***	***2,646,087.39***	***16,983.86***	***2,629,103.53***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.6***		
980 Capital Outlay Accounts										
981 Motorized & Construction Equip										
2024	701	981	7600	.00	1,182,049.70	584,813.57	597,236.13	.00	597,236.13	.00
DIVISION TOTALS:				***.00***	***1,182,049.70***	***584,813.57***	***597,236.13***	***.00***	***597,236.13***	***.00***
982 Office & Technical Equip										
2024	701	982	7600	.00	330,185.66	113,424.00	216,761.66	68,180.00	148,581.66	.00
DIVISION TOTALS:				***.00***	***330,185.66***	***113,424.00***	***216,761.66***	***68,180.00***	***148,581.66***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,512,235.36***	***698,237.57***	***813,997.79***	***68,180.00***	***745,817.79***	***.00***
PERCENT EXPENDED: 46.2				***PERCENT EXPENDED AND ENCUMBERED:***				***50.7***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
050 General FUND										
010 City Council										
016 Councilmember A. Albi										
2025	050	016	7200	.00	425.01	425.01	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***425.01***	***425.01***	***.00***	***.00***	***.00***	***.00***
025 Councilmember M. Owens										
2025	050	025	7200	.00	1,288.51	1,288.51	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***1,288.51***	***1,288.51***	***.00***	***.00***	***.00***	***.00***
041 Office Of The Clerk Of Council										
2025	050	041	7200	.00	7,268.23	2,093.23	5,175.00	5,175.00	.00	.00
2025	050	041	7300	.00	26,000.00	.00	26,000.00	26,000.00	.00	.00
2025	050	041	7400	.00	221.97	86.85	135.12	.00	135.12	.00
DIVISION TOTALS:				***.00***	***33,490.20***	***2,180.08***	***31,310.12***	***31,175.00***	***135.12***	***.00***
DEPARTMENT TOTALS:				***.00***	***35,203.72***	***3,893.60***	***31,310.12***	***31,175.00***	***135.12***	***.00***
PERCENT EXPENDED: 11.1 PERCENT EXPENDED AND ENCUMBERED:								***99.6***		
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2025	050	091	7200	.00	47,138.98	21,794.83	25,344.15	23,903.77	1,440.38	.00
2025	050	091	7300	.00	10,867.28	2,565.96	8,301.32	993.31	7,308.01	.00
DIVISION TOTALS:				***.00***	***58,006.26***	***24,360.79***	***33,645.47***	***24,897.08***	***8,748.39***	***.00***
DEPARTMENT TOTALS:				***.00***	***58,006.26***	***24,360.79***	***33,645.47***	***24,897.08***	***8,748.39***	***.00***
PERCENT EXPENDED: 42.0 PERCENT EXPENDED AND ENCUMBERED:								***84.9***		
100 Office Of The City Manager										
101 City Manager's Office										
2025	050	101	7200	.00	2,053,415.82	1,332,730.09	720,685.73	720,685.73	.00	.00
2025	050	101	7300	.00	5,547.52	754.50	4,793.02	4,793.02	.00	.00
2025	050	101	7400	.00	1,550,697.50	1,279,088.27	271,609.23	271,482.41	126.82	.00
DIVISION TOTALS:				***.00***	***3,609,660.84***	***2,612,572.86***	***997,087.98***	***996,961.16***	***126.82***	***.00***
102 Office Of Budget & Evaluation										
2025	050	102	7300	.00	25.59	.00	25.59	25.59	.00	.00
2025	050	102	7400	.00	319.13	154.32	164.81	164.81	.00	.00
DIVISION TOTALS:				***.00***	***344.72***	***154.32***	***190.40***	***190.40***	***.00***	***.00***
103 Emergency Communications										
2025	050	103	7200	.00	40,407.44	12,283.92	28,123.52	18,622.50	9,501.02	.00
2025	050	103	7300	.00	11,418.49	10,590.33	828.16	.00	828.16	.00
2025	050	103	7400	.00	3,406.41	974.60	2,431.81	.00	2,431.81	.00
DIVISION TOTALS:				***.00***	***55,232.34***	***23,848.85***	***31,383.49***	***18,622.50***	***12,760.99***	***.00***
104 Office Of Environment & Sustainability										
2025	050	104	7200	.00	934,503.12	737,826.66	196,676.46	185,353.87	11,322.59	.00
2025	050	104	7300	.00	4,407.53	3,975.87	431.66	301.66	130.00	.00
2025	050	104	7400	.00	6,389.13	5,125.75	1,263.38	684.38	579.00	.00
DIVISION TOTALS:				***.00***	***945,299.78***	***746,928.28***	***198,371.50***	***186,339.91***	***12,031.59***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
107 Procurement										
2025	050	107	7200	.00	11,388.00	10,816.00	572.00	.00	572.00	.00
2025	050	107	7400	.00	622.03	.00	622.03	.00	622.03	.00
DIVISION TOTALS:				***.00***	***12,010.03***	***10,816.00***	***1,194.03***	***.00***	***1,194.03***	***.00***
108 Dept of Performance & Data Analytics										
2025	050	108	7200	.00	2,250.00	.00	2,250.00	2,250.00	.00	.00
2025	050	108	7300	.00	2,241.15	.00	2,241.15	2,241.15	.00	.00
2025	050	108	7400	.00	160.98	5.07	155.91	155.91	.00	.00
DIVISION TOTALS:				***.00***	***4,652.13***	***5.07***	***4,647.06***	***4,647.06***	***.00***	***.00***
109 Internal Audit										
2025	050	109	7200	.00	24.56	18.63	5.93	.00	5.93	.00
2025	050	109	7300	.00	474.84	.00	474.84	474.84	.00	.00
2025	050	109	7400	.00	206.00	57.40	148.60	148.60	.00	.00
DIVISION TOTALS:				***.00***	***705.40***	***76.03***	***629.37***	***623.44***	***5.93***	***.00***
DEPARTMENT TOTALS:				***.00***	***4,627,905.24***	***3,394,401.41***	***1,233,503.83***	***1,207,384.47***	***26,119.36***	***.00***
PERCENT EXPENDED: 73.3				***PERCENT EXPENDED AND ENCUMBERED:***				***99.4***		
110 Department Of Law										
111 Civil										
2025	050	111	7200	.00	312,502.35	65,893.37	246,608.98	221,415.10	25,193.88	.00
2025	050	111	7300	.00	5,679.10	2,812.99	2,866.11	.00	2,866.11	.00
2025	050	111	7400	.00	3,616.99	3,319.15	297.84	.00	297.84	.00
DIVISION TOTALS:				***.00***	***321,798.44***	***72,025.51***	***249,772.93***	***221,415.10***	***28,357.83***	***.00***
112 Administrative Hearings & Prosecution										
2025	050	112	7200	.00	37,828.63	17,997.08	19,831.55	455.00	19,376.55	.00
2025	050	112	7300	.00	28,644.10	24,759.04	3,885.06	.00	3,885.06	.00
2025	050	112	7400	.00	4,462.02	559.61	3,902.41	2,500.00	1,402.41	.00
DIVISION TOTALS:				***.00***	***70,934.75***	***43,315.73***	***27,619.02***	***2,955.00***	***24,664.02***	***.00***
DEPARTMENT TOTALS:				***.00***	***392,733.19***	***115,341.24***	***277,391.95***	***224,370.10***	***53,021.85***	***.00***
PERCENT EXPENDED: 29.4				***PERCENT EXPENDED AND ENCUMBERED:***				***86.5***		
120 Department Of Human Resources										
121 Department Of Human Resources										
2025	050	121	7200	.00	511,789.83	137,327.32	374,462.51	350,289.63	24,172.88	.00
2025	050	121	7300	.00	3,775.50	3,047.07	728.43	.00	728.43	.00
2025	050	121	7400	.00	1,847.44	180.20	1,667.24	.00	1,667.24	.00
DIVISION TOTALS:				***.00***	***517,412.77***	***140,554.59***	***376,858.18***	***350,289.63***	***26,568.55***	***.00***
DEPARTMENT TOTALS:				***.00***	***517,412.77***	***140,554.59***	***376,858.18***	***350,289.63***	***26,568.55***	***.00***
PERCENT EXPENDED: 27.2				***PERCENT EXPENDED AND ENCUMBERED:***				***94.9***		
130 Department Of Finance										
131 Finance, Office Of Director										
2025	050	131	7200	.00	4,500.00	3,392.52	1,107.48	.00	1,107.48	.00
2025	050	131	7300	.00	3,002.89	2,887.86	115.03	.00	115.03	.00
2025	050	131	7400	.00	347.72	115.77	231.95	.00	231.95	.00
DIVISION TOTALS:				***.00***	***7,850.61***	***6,396.15***	***1,454.46***	***.00***	***1,454.46***	***.00***

050 133 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 25
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
133 Finance, Accounts & Audits										
2025	050	133	7200	.00	8,448.87	4,713.00	3,735.87	1,676.94	2,058.93	.00
2025	050	133	7300	.00	2,165.11	.00	2,165.11	.00	2,165.11	.00
2025	050	133	7400	.00	790.43	.00	790.43	.00	790.43	.00
DIVISION TOTALS:				***.00***	***11,404.41***	***4,713.00***	***6,691.41***	***1,676.94***	***5,014.47***	***.00***
134 Finance, Treasury										
2025	050	134	7200	.00	12,576.08	4,683.54	7,892.54	.00	7,892.54	.00
2025	050	134	7300	.00	4,778.82	1,976.18	2,802.64	.00	2,802.64	.00
2025	050	134	7400	.00	6,518.68	3,294.33	3,224.35	.00	3,224.35	.00
DIVISION TOTALS:				***.00***	***23,873.58***	***9,954.05***	***13,919.53***	***.00***	***13,919.53***	***.00***
136 Finance, Income Tax										
2025	050	136	7200	.00	2,731.80	204.00	2,527.80	.00	2,527.80	.00
2025	050	136	7300	.00	82.86	54.95	27.91	.00	27.91	.00
2025	050	136	7400	.00	2,581.45	.00	2,581.45	.00	2,581.45	.00
DIVISION TOTALS:				***.00***	***5,396.11***	***258.95***	***5,137.16***	***.00***	***5,137.16***	***.00***
DEPARTMENT TOTALS:				***.00***	***48,524.71***	***21,322.15***	***27,202.56***	***1,676.94***	***25,525.62***	***.00***
PERCENT EXPENDED: 43.9				***PERCENT EXPENDED AND ENCUMBERED:***				***47.4***		
160 Community Developmt										
161 Comm Dvlp, Office Of The Director										
2025	050	161	7200	.00	4,607.49	2,193.10	2,414.39	.00	2,414.39	.00
2025	050	161	7300	.00	10,000.00	8,278.59	1,721.41	.00	1,721.41	.00
2025	050	161	7400	.00	4,244.85	1,362.24	2,882.61	.00	2,882.61	.00
DIVISION TOTALS:				***.00***	***18,852.34***	***11,833.93***	***7,018.41***	***.00***	***7,018.41***	***.00***
162 Comm Dvlp, Division Of Housing Devel										
2025	050	162	7200	.00	2,000.00	1,910.00	90.00	.00	90.00	.00
2025	050	162	7400	.00	45,585.04	44,665.04	920.00	.00	920.00	.00
DIVISION TOTALS:				***.00***	***47,585.04***	***46,575.04***	***1,010.00***	***.00***	***1,010.00***	***.00***
164 Division Of Community Devel										
2025	050	164	7200	.00	1,010,608.51	111,151.66	899,456.85	898,709.75	747.10	.00
2025	050	164	7300	.00	15,912.42	15,563.57	348.85	.00	348.85	.00
2025	050	164	7400	.00	1,142,268.69	37,777.40	1,104,491.29	1,050,604.91	53,886.38	.00
DIVISION TOTALS:				***.00***	***2,168,789.62***	***164,492.63***	***2,004,296.99***	***1,949,314.66***	***54,982.33***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,235,227.00***	***222,901.60***	***2,012,325.40***	***1,949,314.66***	***63,010.74***	***.00***
PERCENT EXPENDED: 10.0				***PERCENT EXPENDED AND ENCUMBERED:***				***97.2***		
170 Department Of Planning & Build										
171 City Planning										
2025	050	171	7300	.00	6,334.04	2,054.28	4,279.76	.00	4,279.76	.00
2025	050	171	7400	.00	51,301.52	4,710.10	46,591.42	35,500.00	11,091.42	.00
DIVISION TOTALS:				***.00***	***57,635.56***	***6,764.38***	***50,871.18***	***35,500.00***	***15,371.18***	***.00***
DEPARTMENT TOTALS:				***.00***	***57,635.56***	***6,764.38***	***50,871.18***	***35,500.00***	***15,371.18***	***.00***
PERCENT EXPENDED: 11.7				***PERCENT EXPENDED AND ENCUMBERED:***				***73.3***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
180 Citizens' Complaint Authority										
181 Citizens' Complaint Authority										
2025	050	181	7300	.00	724.87	.00	724.87	.00	724.87	.00
2025	050	181	7400	.00	125.83	.00	125.83	.00	125.83	.00
DIVISION TOTALS:				***.00***	***850.70***	***.00***	***850.70***	***.00***	***850.70***	***.00***
DEPARTMENT TOTALS:				***.00***	***850.70***	***.00***	***850.70***	***.00***	***850.70***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
190 Dept Of Public Recreation										
191 Recreation West Region										
2025	050	191	7200	.00	2,914.72	1,020.45	1,894.27	.00	1,894.27	.00
2025	050	191	7300	.00	30.00	30.00	.00	.00	.00	.00
2025	050	191	7400	.00	1,319.10	286.10	1,033.00	.00	1,033.00	.00
DIVISION TOTALS:				***.00***	***4,263.82***	***1,336.55***	***2,927.27***	***.00***	***2,927.27***	***.00***
192 Recreation East Region										
2025	050	192	7200	.00	1,645.89	1,301.85	344.04	.00	344.04	.00
2025	050	192	7400	.00	2,064.09	483.50	1,580.59	105.00	1,475.59	.00
DIVISION TOTALS:				***.00***	***3,709.98***	***1,785.35***	***1,924.63***	***105.00***	***1,819.63***	***.00***
193 Recreation Central Region										
2025	050	193	7200	.00	2,643.20	1,315.10	1,328.10	.00	1,328.10	.00
DIVISION TOTALS:				***.00***	***2,643.20***	***1,315.10***	***1,328.10***	***.00***	***1,328.10***	***.00***
194 Recreation Maintenance										
2025	050	194	7200	.00	67,533.41	29,461.91	38,071.50	34,667.84	3,403.66	.00
2025	050	194	7300	.00	19,974.95	18,295.36	1,679.59	.00	1,679.59	.00
2025	050	194	7400	.00	1,540.70	148.75	1,391.95	.00	1,391.95	.00
DIVISION TOTALS:				***.00***	***89,049.06***	***47,906.02***	***41,143.04***	***34,667.84***	***6,475.20***	***.00***
197 Recreation Athletics										
2025	050	197	7200	.00	1,929.86	1,129.86	800.00	.00	800.00	.00
2025	050	197	7300	.00	16,386.62	16,381.46	5.16	.00	5.16	.00
2025	050	197	7400	.00	4,415.26	4,159.12	256.14	.00	256.14	.00
DIVISION TOTALS:				***.00***	***22,731.74***	***21,670.44***	***1,061.30***	***.00***	***1,061.30***	***.00***
199 Recreation Administration										
2025	050	199	7200	.00	26,263.01	13,303.76	12,959.25	12,959.25	.00	.00
2025	050	199	7300	.00	8,805.87	8,129.39	676.48	673.92	2.56	.00
2025	050	199	7400	.00	4,778.16	3,668.22	1,109.94	.00	1,109.94	.00
2025	050	199	7600	.00	20,000.00	20,000.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***59,847.04***	***45,101.37***	***14,745.67***	***13,633.17***	***1,112.50***	***.00***
DEPARTMENT TOTALS:				***.00***	***182,244.84***	***119,114.83***	***63,130.01***	***48,406.01***	***14,724.00***	***.00***
PERCENT EXPENDED: 65.4				***PERCENT EXPENDED AND ENCUMBERED:***				***91.9***		
200 Department Of Parks										
201 Parks, Office Of The Director										
2025	050	201	7300	.00	100.00	.00	100.00	.00	100.00	.00
DIVISION TOTALS:				***.00***	***100.00***	***.00***	***100.00***	***.00***	***100.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
202 Parks, Operations & Facility Mgmt										
2025	050	202	7200	.00	55,465.16	14,694.73	40,770.43	44.58	40,725.85	.00
2025	050	202	7300	.00	86,216.29	45,406.60	40,809.69	.00	40,809.69	.00
2025	050	202	7400	.00	13,617.49	11,150.81	2,466.68	.00	2,466.68	.00
DIVISION TOTALS:				***.00***	***155,298.94***	***71,252.14***	***84,046.80***	***44.58***	***84,002.22***	***.00***
203 Parks, Adm & Program Services										
2025	050	203	7300	.00	3,130.77	2,731.23	399.54	.00	399.54	.00
2025	050	203	7400	.00	289.90	59.90	230.00	.00	230.00	.00
DIVISION TOTALS:				***.00***	***3,420.67***	***2,791.13***	***629.54***	***.00***	***629.54***	***.00***
DEPARTMENT TOTALS:				***.00***	***158,819.61***	***74,043.27***	***84,776.34***	***44.58***	***84,731.76***	***.00***
PERCENT EXPENDED: 46.6				***PERCENT EXPENDED AND ENCUMBERED:***				***46.6***		
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2025	050	211	7200	.00	199,080.13	84,461.61	114,618.52	30,511.85	84,106.67	.00
2025	050	211	7300	.00	34,975.95	23,205.29	11,770.66	.00	11,770.66	.00
2025	050	211	7400	.00	33,560.53	15,981.86	17,578.67	.00	17,578.67	.00
DIVISION TOTALS:				***.00***	***267,616.61***	***123,648.76***	***143,967.85***	***30,511.85***	***113,456.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***267,616.61***	***123,648.76***	***143,967.85***	***30,511.85***	***113,456.00***	***.00***
PERCENT EXPENDED: 46.2				***PERCENT EXPENDED AND ENCUMBERED:***				***57.6***		
220 Department of Police										
222 Department Of Police										
2025	050	222	7200	.00	636,860.04	407,709.17	229,150.87	78,496.09	150,654.78	.00
2025	050	222	7300	.00	130,867.99	96,106.28	34,761.71	3,947.00	30,814.71	.00
2025	050	222	7400	.00	34,894.28	14,638.41	20,255.87	.00	20,255.87	.00
DIVISION TOTALS:				***.00***	***802,622.31***	***518,453.86***	***284,168.45***	***82,443.09***	***201,725.36***	***.00***
225 Police - Investigations										
2025	050	225	7200	.00	244,682.92	215,573.25	29,109.67	1,907.22	27,202.45	.00
2025	050	225	7300	.00	17,640.55	11,323.68	6,316.87	.00	6,316.87	.00
2025	050	225	7400	.00	12,097.06	7,068.85	5,028.21	.00	5,028.21	.00
DIVISION TOTALS:				***.00***	***274,420.53***	***233,965.78***	***40,454.75***	***1,907.22***	***38,547.53***	***.00***
226 Police - Support										
2025	050	226	7200	.00	98,910.54	54,469.22	44,441.32	4,012.00	40,429.32	.00
2025	050	226	7300	.00	719,312.59	465,796.07	253,516.52	198,149.87	55,366.65	.00
2025	050	226	7400	.00	18,802.61	12,776.85	6,025.76	.00	6,025.76	.00
DIVISION TOTALS:				***.00***	***837,025.74***	***533,042.14***	***303,983.60***	***202,161.87***	***101,821.73***	***.00***
227 Police - Administration										
2025	050	227	7200	.00	334,891.13	278,761.17	56,129.96	2,855.52	53,274.44	.00
2025	050	227	7300	.00	50,832.44	40,185.87	10,646.57	2,391.76	8,254.81	.00
2025	050	227	7400	.00	86,637.31	72,377.96	14,259.35	3,624.30	10,635.05	.00
DIVISION TOTALS:				***.00***	***472,360.88***	***391,325.00***	***81,035.88***	***8,871.58***	***72,164.30***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,386,429.46***	***1,676,786.78***	***709,642.68***	***295,383.76***	***414,258.92***	***.00***
PERCENT EXPENDED: 70.3				***PERCENT EXPENDED AND ENCUMBERED:***				***82.6***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
230 Dept Of Transportation & Engin										
231 Trans & Eng, Director										
2025	050	231	7200	.00	101,444.94	57,653.75	43,791.19	42,346.25	1,444.94	.00
2025	050	231	7300	.00	14,931.09	7,436.02	7,495.07	.00	7,495.07	.00
2025	050	231	7400	.00	196.23	1.05	195.18	.00	195.18	.00
DIVISION TOTALS:				***.00***	***116,572.26***	***65,090.82***	***51,481.44***	***42,346.25***	***9,135.19***	***.00***
232 Div Of Transportation Planning										
2025	050	232	7200	.00	2,375.00	2,319.42	55.58	.00	55.58	.00
2025	050	232	7300	.00	642.18	642.18	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***3,017.18***	***2,961.60***	***55.58***	***.00***	***55.58***	***.00***
233 Division Of Engineering										
2025	050	233	7200	.00	158.52	50.42	108.10	.00	108.10	.00
DIVISION TOTALS:				***.00***	***158.52***	***50.42***	***108.10***	***.00***	***108.10***	***.00***
239 Division Of Traffic Engineer										
2025	050	239	7200	.00	462,181.59	93,938.62	368,242.97	368,242.97	.00	.00
DIVISION TOTALS:				***.00***	***462,181.59***	***93,938.62***	***368,242.97***	***368,242.97***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***581,929.55***	***162,041.46***	***419,888.09***	***410,589.22***	***9,298.87***	***.00***
PERCENT EXPENDED: 27.8 PERCENT EXPENDED AND ENCUMBERED:								***98.4***		
250 Dept Of Public Services										
251 Office Of The Director										
2025	050	251	7200	.00	4,425.00	1,985.00	2,440.00	2,440.00	.00	.00
2025	050	251	7300	.00	3,195.75	1,787.10	1,408.65	1,408.65	.00	.00
2025	050	251	7400	.00	3,895.36	1,237.16	2,658.20	2,658.20	.00	.00
DIVISION TOTALS:				***.00***	***11,516.11***	***5,009.26***	***6,506.85***	***6,506.85***	***.00***	***.00***
253 Div Of Neighborhood Operations										
2025	050	253	7200	.00	385,444.36	307,865.51	77,578.85	77,578.85	.00	.00
2025	050	253	7300	.00	32,435.17	20,616.83	11,818.34	11,818.34	.00	.00
2025	050	253	7400	.00	528.20	262.00	266.20	266.20	.00	.00
DIVISION TOTALS:				***.00***	***418,407.73***	***328,744.34***	***89,663.39***	***89,663.39***	***.00***	***.00***
255 Div Of City Facility Mgmt										
2025	050	255	7200	.00	221,125.30	173,125.50	47,999.80	44,411.13	3,588.67	.00
2025	050	255	7300	.00	25,192.92	23,403.30	1,789.62	1,789.62	.00	.00
2025	050	255	7400	.00	841.71	437.98	403.73	365.26	38.47	.00
DIVISION TOTALS:				***.00***	***247,159.93***	***196,966.78***	***50,193.15***	***46,566.01***	***3,627.14***	***.00***
DEPARTMENT TOTALS:				***.00***	***677,083.77***	***530,720.38***	***146,363.39***	***142,736.25***	***3,627.14***	***.00***
PERCENT EXPENDED: 78.4 PERCENT EXPENDED AND ENCUMBERED:								***99.5***		
270 Department Of Fire										
271 Fire - Response										
2025	050	271	7200	.00	559,214.86	392,974.70	166,240.16	165,910.16	330.00	.00
2025	050	271	7300	.00	403,373.34	275,422.41	127,950.93	127,950.93	.00	.00
2025	050	271	7400	.00	2,973.37	315.39	2,657.98	2,657.98	.00	.00
DIVISION TOTALS:				***.00***	***965,561.57***	***668,712.50***	***296,849.07***	***296,519.07***	***330.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
272 Fire - Support Services										
2025	050	272	7200	.00	69,485.95	36,164.02	33,321.93	33,321.93	.00	.00
2025	050	272	7300	.00	146,103.22	94,519.45	51,583.77	51,575.77	8.00	.00
2025	050	272	7400	.00	25,772.66	9,385.34	16,387.32	16,387.32	.00	.00
DIVISION TOTALS:				***.00***	***241,361.83***	***140,068.81***	***101,293.02***	***101,285.02***	***8.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,206,923.40***	***808,781.31***	***398,142.09***	***397,804.09***	***338.00***	***.00***
PERCENT EXPENDED: 67.0				***PERCENT EXPENDED AND ENCUMBERED:***			***100.0***			
280										
281 Economic Inclusion										
2025	050	281	7200	.00	136,679.36	661.52	136,017.84	127,500.00	8,517.84	.00
2025	050	281	7300	.00	1,225.90	612.26	613.64	.00	613.64	.00
2025	050	281	7400	.00	573.54	540.00	33.54	.00	33.54	.00
DIVISION TOTALS:				***.00***	***138,478.80***	***1,813.78***	***136,665.02***	***127,500.00***	***9,165.02***	***.00***
DEPARTMENT TOTALS:				***.00***	***138,478.80***	***1,813.78***	***136,665.02***	***127,500.00***	***9,165.02***	***.00***
PERCENT EXPENDED: 1.3				***PERCENT EXPENDED AND ENCUMBERED:***			***93.4***			
920 Employee Benefits (Cont)										
923 State Unemployment Comp										
2025	050	923	7500	.00	79,093.48	.00	79,093.48	.00	79,093.48	.00
DIVISION TOTALS:				***.00***	***79,093.48***	***.00***	***79,093.48***	***.00***	***79,093.48***	***.00***
928 Tuition Reimbursement										
2025	050	928	7400	.00	42,848.69	7,546.68	35,302.01	35,302.01	.00	.00
DIVISION TOTALS:				***.00***	***42,848.69***	***7,546.68***	***35,302.01***	***35,302.01***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***121,942.17***	***7,546.68***	***114,395.49***	***35,302.01***	***79,093.48***	***.00***
PERCENT EXPENDED: 6.2				***PERCENT EXPENDED AND ENCUMBERED:***			***35.1***			
950 Miscellaneous Accounts										
951 Judgments Against The City										
2025	050	951	7400	.00	437,427.62	145,338.15	292,089.47	292,089.47	.00	.00
DIVISION TOTALS:				***.00***	***437,427.62***	***145,338.15***	***292,089.47***	***292,089.47***	***.00***	***.00***
952 Enterprise Software and Licenses										
2025	050	952	7200	.00	43,505.00	27,959.80	15,545.20	15,545.20	.00	.00
2025	050	952	7400	.00	1,113,039.46	674,747.62	438,291.84	438,285.08	6.76	.00
DIVISION TOTALS:				***.00***	***1,156,544.46***	***702,707.42***	***453,837.04***	***453,830.28***	***6.76***	***.00***
953 Memberships & Publications										
2025	050	953	7200	.00	33,000.00	31,500.00	1,500.00	1,500.00	.00	.00
DIVISION TOTALS:				***.00***	***33,000.00***	***31,500.00***	***1,500.00***	***1,500.00***	***.00***	***.00***
959 Manager's Office Obligations										
2025	050	959	7200	.00	7,421.24	5,000.00	2,421.24	2,421.24	.00	.00
DIVISION TOTALS:				***.00***	***7,421.24***	***5,000.00***	***2,421.24***	***2,421.24***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,634,393.32***	***884,545.57***	***749,847.75***	***749,840.99***	***6.76***	***.00***
PERCENT EXPENDED: 54.1				***PERCENT EXPENDED AND ENCUMBERED:***			***100.0***			

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
960 Miscellaneous Accounts (Cont)										
968 Port Authority Gr Cinti Dev										
2025	050	968	7200	.00	700,000.00	.00	700,000.00	700,000.00	.00	.00
DIVISION TOTALS:				***.00***	***700,000.00***	***.00***	***700,000.00***	***700,000.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***700,000.00***	***.00***	***700,000.00***	***700,000.00***	***.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED:							***100.0***			
101 Water Works FUND										
300 Department Of Water Works										
301 Water Works, Business Service										
2025	101	301	7200	.00	949,935.29	168,399.50	781,535.79	781,535.79	.00	.00
2025	101	301	7300	.00	46,837.30	36,425.30	10,412.00	10,412.00	.00	.00
2025	101	301	7400	.00	286,004.41	149,290.14	136,714.27	136,714.27	.00	.00
DIVISION TOTALS:				***.00***	***1,282,777.00***	***354,114.94***	***928,662.06***	***928,662.06***	***.00***	***.00***
302 Water Works, Commercial Services										
2025	101	302	7200	.00	911,826.03	292,874.29	618,951.74	618,951.74	.00	.00
2025	101	302	7300	.00	42,754.10	1,489.30	41,264.80	41,264.80	.00	.00
2025	101	302	7400	.00	5,484.00	159.00	5,325.00	5,325.00	.00	.00
DIVISION TOTALS:				***.00***	***960,064.13***	***294,522.59***	***665,541.54***	***665,541.54***	***.00***	***.00***
303 Water Works, Div Of Supply										
2025	101	303	7200	.00	5,789,053.79	2,939,399.48	2,849,654.31	2,831,661.81	17,992.50	.00
2025	101	303	7300	.00	704,704.85	272,730.84	431,974.01	431,974.01	.00	.00
2025	101	303	7400	.00	27,786.26	9,511.68	18,274.58	18,274.58	.00	.00
DIVISION TOTALS:				***.00***	***6,521,544.90***	***3,221,642.00***	***3,299,902.90***	***3,281,910.40***	***17,992.50***	***.00***
304 Water Works, Div Of Distribution										
2025	101	304	7200	.00	1,182,387.83	739,671.51	442,716.32	322,716.32	120,000.00	.00
2025	101	304	7300	.00	208,463.78	132,083.67	76,380.11	60,590.11	15,790.00	.00
2025	101	304	7400	.00	10,292.20	.00	10,292.20	10,292.20	.00	.00
DIVISION TOTALS:				***.00***	***1,401,143.81***	***871,755.18***	***529,388.63***	***393,598.63***	***135,790.00***	***.00***
305 Div Of Wtr Quality & Treatment										
2025	101	305	7200	.00	241,462.10	119,088.81	122,373.29	122,373.29	.00	.00
2025	101	305	7300	.00	170,459.29	135,383.79	35,075.50	35,035.96	39.54	.00
2025	101	305	7400	.00	9,650.00	.00	9,650.00	9,650.00	.00	.00
DIVISION TOTALS:				***.00***	***421,571.39***	***254,472.60***	***167,098.79***	***167,059.25***	***39.54***	***.00***
306 Water Works, Div Of Engineering										
2025	101	306	7200	.00	54,186.63	49,360.68	4,825.95	4,825.95	.00	.00
2025	101	306	7300	.00	15,443.89	8,420.08	7,023.81	7,023.81	.00	.00
2025	101	306	7400	.00	430.00	302.00	128.00	128.00	.00	.00
DIVISION TOTALS:				***.00***	***70,060.52***	***58,082.76***	***11,977.76***	***11,977.76***	***.00***	***.00***
307 Water Works, Div Of Info Tech										
2025	101	307	7200	.00	547,973.40	116,577.23	431,396.17	431,396.17	.00	.00
2025	101	307	7300	.00	24,072.13	18,877.07	5,195.06	5,195.06	.00	.00
2025	101	307	7400	.00	439,313.81	141,962.65	297,351.16	297,351.16	.00	.00
DIVISION TOTALS:				***.00***	***1,011,359.34***	***277,416.95***	***733,942.39***	***733,942.39***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***11,668,521.09***	***5,332,007.02***	***6,336,514.07***	***6,182,692.03***	***153,822.04***	***.00***
PERCENT EXPENDED: 45.7 PERCENT EXPENDED AND ENCUMBERED:							***98.7***			

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
102 Parking System Facilities FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2025	102	248	7200	.00	620,130.62	341,736.41	278,394.21	26,207.67	252,186.54	.00
2025	102	248	7300	.00	2,100.00	2,089.28	10.72	.00	10.72	.00
2025	102	248	7400	.00	40,414.50	.00	40,414.50	40,414.50	.00	.00
DIVISION TOTALS:				***.00***	***662,645.12***	***343,825.69***	***318,819.43***	***66,622.17***	***252,197.26***	***.00***
DEPARTMENT TOTALS:				***.00***	***662,645.12***	***343,825.69***	***318,819.43***	***66,622.17***	***252,197.26***	***.00***
PERCENT EXPENDED: 51.9				***PERCENT EXPENDED AND ENCUMBERED:***			***61.9***			
103 Convention-Exposition Center FUND										
240 Dept. Of Enterprise Services										
243 Duke Energy Center										
2025	103	243	7200	.00	837,426.25	708,321.00	129,105.25	129,105.25	.00	.00
DIVISION TOTALS:				***.00***	***837,426.25***	***708,321.00***	***129,105.25***	***129,105.25***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***837,426.25***	***708,321.00***	***129,105.25***	***129,105.25***	***.00***	***.00***
PERCENT EXPENDED: 84.6				***PERCENT EXPENDED AND ENCUMBERED:***			***100.0***			
104 General Aviation FUND										
230 Dept Of Transportation & Engin										
234 Div Of Aviation										
2025	104	234	7200	.00	116,406.34	36,454.27	79,952.07	57,025.16	22,926.91	.00
2025	104	234	7300	.00	35,398.97	4,035.05	31,363.92	170.83	31,193.09	.00
2025	104	234	7400	.00	396.10	104.97	291.13	.00	291.13	.00
DIVISION TOTALS:				***.00***	***152,201.41***	***40,594.29***	***111,607.12***	***57,195.99***	***54,411.13***	***.00***
DEPARTMENT TOTALS:				***.00***	***152,201.41***	***40,594.29***	***111,607.12***	***57,195.99***	***54,411.13***	***.00***
PERCENT EXPENDED: 26.7				***PERCENT EXPENDED AND ENCUMBERED:***			***64.3***			
105 Municipal Golf FUND										
190 Dept Of Public Recreation										
195 Recreation Golf										
2025	105	195	7200	.00	12,906.12	7,117.72	5,788.40	5,788.40	.00	.00
2025	105	195	7400	.00	10,251.83	1,837.79	8,414.04	8,414.04	.00	.00
DIVISION TOTALS:				***.00***	***23,157.95***	***8,955.51***	***14,202.44***	***14,202.44***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***23,157.95***	***8,955.51***	***14,202.44***	***14,202.44***	***.00***	***.00***
PERCENT EXPENDED: 38.7				***PERCENT EXPENDED AND ENCUMBERED:***			***100.0***			
107 Stormwater Management FUND										
100 Office Of The City Manager										
101 City Manager's Office										
2025	107	101	7200	.00	7,149.48	7,149.48	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***7,149.48***	***7,149.48***	***.00***	***.00***	***.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
104 Office Of Environment & Sustainability										
2025	107	104	7200	.00	47,436.02	10,487.93	36,948.09	36,948.09	.00	.00
DIVISION TOTALS:				***.00***	***47,436.02***	***10,487.93***	***36,948.09***	***36,948.09***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***54,585.50***	***17,637.41***	***36,948.09***	***36,948.09***	***.00***	***.00***
PERCENT EXPENDED: 32.3				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2025	107	202	7300	.00	391.42	341.87	49.55	.00	49.55	.00
DIVISION TOTALS:				***.00***	***391.42***	***341.87***	***49.55***	***.00***	***49.55***	***.00***
DEPARTMENT TOTALS:				***.00***	***391.42***	***341.87***	***49.55***	***.00***	***49.55***	***.00***
PERCENT EXPENDED: 87.3				***PERCENT EXPENDED AND ENCUMBERED:***				***87.3***		
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2025	107	212	7200	.00	110,316.26	64,761.27	45,554.99	38,038.73	7,516.26	.00
2025	107	212	7300	.00	6,047.30	134.99	5,912.31	3,000.00	2,912.31	.00
DIVISION TOTALS:				***.00***	***116,363.56***	***64,896.26***	***51,467.30***	***41,038.73***	***10,428.57***	***.00***
DEPARTMENT TOTALS:				***.00***	***116,363.56***	***64,896.26***	***51,467.30***	***41,038.73***	***10,428.57***	***.00***
PERCENT EXPENDED: 55.8				***PERCENT EXPENDED AND ENCUMBERED:***				***91.0***		
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2025	107	253	7200	.00	170,924.77	106,516.90	64,407.87	64,407.87	.00	.00
2025	107	253	7300	.00	35,692.75	30,329.99	5,362.76	4,875.17	487.59	.00
2025	107	253	7400	.00	603.53	95.92	507.61	507.61	.00	.00
DIVISION TOTALS:				***.00***	***207,221.05***	***136,942.81***	***70,278.24***	***69,790.65***	***487.59***	***.00***
DEPARTMENT TOTALS:				***.00***	***207,221.05***	***136,942.81***	***70,278.24***	***69,790.65***	***487.59***	***.00***
PERCENT EXPENDED: 66.1				***PERCENT EXPENDED AND ENCUMBERED:***				***99.8***		
310 Stormwater Management Utility										
311 Stormwater Management Utility										
2025	107	311	7200	.00	2,758,934.78	2,439,411.92	319,522.86	319,522.86	.00	.00
2025	107	311	7300	.00	51,182.83	16,495.92	34,686.91	34,686.91	.00	.00
2025	107	311	7400	.00	5,044.50	282.31	4,762.19	4,762.19	.00	.00
DIVISION TOTALS:				***.00***	***2,815,162.11***	***2,456,190.15***	***358,971.96***	***358,971.96***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,815,162.11***	***2,456,190.15***	***358,971.96***	***358,971.96***	***.00***	***.00***
PERCENT EXPENDED: 87.2				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
151 Bond Retirement - City FUND										
130 Department Of Finance										
134 Finance, Treasury										
2025	151	134	7200	.00	109,968.50	51,560.84	58,407.66	26,559.87	31,847.79	.00
DIVISION TOTALS:				***.00***	***109,968.50***	***51,560.84***	***58,407.66***	***26,559.87***	***31,847.79***	***.00***
DEPARTMENT TOTALS:				***.00***	***109,968.50***	***51,560.84***	***58,407.66***	***26,559.87***	***31,847.79***	***.00***
PERCENT EXPENDED: 46.9				***PERCENT EXPENDED AND ENCUMBERED:***				***71.0***		

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										
2025	301	202	7300	.00	4,083.04	1,622.09	2,460.95	.00	2,460.95	.00
2025	301	202	7400	.00	375.00	374.00	1.00	.00	1.00	.00
DIVISION TOTALS:				***.00***	***4,458.04***	***1,996.09***	***2,461.95***	***.00***	***2,461.95***	***.00***
DEPARTMENT TOTALS:				***.00***	***4,458.04***	***1,996.09***	***2,461.95***	***.00***	***2,461.95***	***.00***
PERCENT EXPENDED: 44.8 PERCENT EXPENDED AND ENCUMBERED:								***44.8***		
230 Dept Of Transportation & Engin										
238 Division of Traffic Services										
2025	301	238	7200	.00	68,282.76	22,667.47	45,615.29	.00	45,615.29	.00
2025	301	238	7300	.00	90,541.91	72,343.73	18,198.18	4,024.76	14,173.42	.00
2025	301	238	7400	.00	16,977.92	8,526.06	8,451.86	.00	8,451.86	.00
DIVISION TOTALS:				***.00***	***175,802.59***	***103,537.26***	***72,265.33***	***4,024.76***	***68,240.57***	***.00***
239 Division Of Traffic Engineer										
2025	301	239	7200	.00	184,363.74	70,075.21	114,288.53	114,288.53	.00	.00
DIVISION TOTALS:				***.00***	***184,363.74***	***70,075.21***	***114,288.53***	***114,288.53***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***360,166.33***	***173,612.47***	***186,553.86***	***118,313.29***	***68,240.57***	***.00***
PERCENT EXPENDED: 48.2 PERCENT EXPENDED AND ENCUMBERED:								***81.1***		
250 Dept Of Public Services										
252 Traffic And Road Operations										
2025	301	252	7200	.00	394,976.54	205,870.89	189,105.65	111,525.90	77,579.75	.00
2025	301	252	7300	.00	238,211.43	113,161.15	125,050.28	121,179.68	3,870.60	.00
2025	301	252	7400	.00	3,954.98	754.39	3,200.59	2,955.30	245.29	.00
DIVISION TOTALS:				***.00***	***637,142.95***	***319,786.43***	***317,356.52***	***235,660.88***	***81,695.64***	***.00***
253 Div Of Neighborhood Operations										
2025	301	253	7200	.00	161,602.96	60,814.16	100,788.80	100,788.80	.00	.00
2025	301	253	7300	.00	23,110.27	20,702.08	2,408.19	2,408.19	.00	.00
2025	301	253	7400	.00	252.97	75.53	177.44	177.44	.00	.00
DIVISION TOTALS:				***.00***	***184,966.20***	***81,591.77***	***103,374.43***	***103,374.43***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***822,109.15***	***401,378.20***	***420,730.95***	***339,035.31***	***81,695.64***	***.00***
PERCENT EXPENDED: 48.8 PERCENT EXPENDED AND ENCUMBERED:								***90.1***		
302 Income Tax Infrastructure FUND										
100 Office Of The City Manager										
102 Office Of Budget & Evaluation										
2025	302	102	7400	.00	319.13	154.33	164.80	164.80	.00	.00
DIVISION TOTALS:				***.00***	***319.13***	***154.33***	***164.80***	***164.80***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***319.13***	***154.33***	***164.80***	***164.80***	***.00***	***.00***
PERCENT EXPENDED: 48.4 PERCENT EXPENDED AND ENCUMBERED:								***100.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
130 Department Of Finance										
133 Finance, Accounts & Audits										
2025	302	133	7200	.00	446.00	.00	446.00	.00	446.00	.00
DIVISION TOTALS:				***.00***	***446.00***	***.00***	***446.00***	***.00***	***446.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***446.00***	***.00***	***446.00***	***.00***	***446.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED: .0***						
160 Community Developmt										
164 Division Of Community Devel										
2025	302	164	7200	.00	30,550.87	30,550.87	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***30,550.87***	***30,550.87***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***30,550.87***	***30,550.87***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED: 100.0***						
190 Dept Of Public Recreation										
194 Recreation Maintenance										
2025	302	194	7200	.00	780.00	.00	780.00	.00	780.00	.00
DIVISION TOTALS:				***.00***	***780.00***	***.00***	***780.00***	***.00***	***780.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***780.00***	***.00***	***780.00***	***.00***	***780.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED: .0***						
230 Dept Of Transportation & Engin										
231 Trans & Eng, Director										
2025	302	231	7300	.00	46,574.19	46,574.19	.00	.00	.00	.00
2025	302	231	7400	.00	14,238.48	14,238.48	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***60,812.67***	***60,812.67***	***.00***	***.00***	***.00***	***.00***
232 Div Of Transportation Planning										
2025	302	232	7300	.00	2,290.03	114.99	2,175.04	.00	2,175.04	.00
2025	302	232	7400	.00	11,341.41	11,341.41	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***13,631.44***	***11,456.40***	***2,175.04***	***.00***	***2,175.04***	***.00***
233 Division Of Engineering										
2025	302	233	7200	.00	238,674.64	50,178.75	188,495.89	108,290.00	80,205.89	.00
2025	302	233	7300	.00	51,982.73	47,556.34	4,426.39	.00	4,426.39	.00
2025	302	233	7400	.00	14,608.23	13,791.44	816.79	.00	816.79	.00
DIVISION TOTALS:				***.00***	***305,265.60***	***111,526.53***	***193,739.07***	***108,290.00***	***85,449.07***	***.00***
238 Division of Traffic Services										
2025	302	238	7200	.00	38,521.21	.00	38,521.21	.00	38,521.21	.00
2025	302	238	7300	.00	92,202.72	55,251.20	36,951.52	34,256.47	2,695.05	.00
DIVISION TOTALS:				***.00***	***130,723.93***	***55,251.20***	***75,472.73***	***34,256.47***	***41,216.26***	***.00***
239 Division Of Traffic Engineer										
2025	302	239	7200	.00	57,254.91	24,187.00	33,067.91	.00	33,067.91	.00
2025	302	239	7300	.00	2,280.00	240.00	2,040.00	.00	2,040.00	.00
2025	302	239	7400	.00	415.78	48.10	367.68	.00	367.68	.00
DIVISION TOTALS:				***.00***	***59,950.69***	***24,475.10***	***35,475.59***	***.00***	***35,475.59***	***.00***
DEPARTMENT TOTALS:				***.00***	***570,384.33***	***263,521.90***	***306,862.43***	***142,546.47***	***164,315.96***	***.00***
PERCENT EXPENDED: 46.2				***PERCENT EXPENDED AND ENCUMBERED: 71.2***						

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										
2025	302	251	7200	.00	2,200.00	600.00	1,600.00	1,600.00	.00	.00
2025	302	251	7300	.00	2,497.68	2,497.68	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***4,697.68***	***3,097.68***	***1,600.00***	***1,600.00***	***.00***	***.00***
252 Traffic And Road Operations										
2025	302	252	7200	.00	5,000.00	4,368.60	631.40	.00	631.40	.00
DIVISION TOTALS:				***.00***	***5,000.00***	***4,368.60***	***631.40***	***.00***	***631.40***	***.00***
255 Div Of City Facility Mgmt										
2025	302	255	7200	.00	44,943.21	21,096.83	23,846.38	22,342.18	1,504.20	.00
2025	302	255	7300	.00	10,518.09	7,476.65	3,041.44	1,088.41	1,953.03	.00
2025	302	255	7400	.00	976.14	285.58	690.56	690.56	.00	.00
DIVISION TOTALS:				***.00***	***56,437.44***	***28,859.06***	***27,578.38***	***24,121.15***	***3,457.23***	***.00***
DEPARTMENT TOTALS:				***.00***	***66,135.12***	***36,325.34***	***29,809.78***	***25,721.15***	***4,088.63***	***.00***
PERCENT EXPENDED: 54.9				***PERCENT EXPENDED AND ENCUMBERED:***				***93.8***		
303 Parking Meter FUND										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2025	303	248	7200	.00	296,497.41	168,172.81	128,324.60	127,328.79	995.81	.00
2025	303	248	7300	.00	3,272.73	443.50	2,829.23	2,829.23	.00	.00
2025	303	248	7400	.00	580.97	.00	580.97	580.97	.00	.00
DIVISION TOTALS:				***.00***	***300,351.11***	***168,616.31***	***131,734.80***	***130,738.99***	***995.81***	***.00***
DEPARTMENT TOTALS:				***.00***	***300,351.11***	***168,616.31***	***131,734.80***	***130,738.99***	***995.81***	***.00***
PERCENT EXPENDED: 56.1				***PERCENT EXPENDED AND ENCUMBERED:***				***99.7***		
306 Municipal Motor Vehicle Lic Tx FUND										
230 Dept Of Transportation & Engin										
238 Division of Traffic Services										
2025	306	238	7300	.00	27,870.00	27,870.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***27,870.00***	***27,870.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***27,870.00***	***27,870.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
250 Dept Of Public Services										
252 Traffic And Road Operations										
2025	306	252	7200	.00	122,580.96	72,419.12	50,161.84	31,910.74	18,251.10	.00
2025	306	252	7300	.00	49,751.36	47,221.89	2,529.47	2,529.47	.00	.00
2025	306	252	7400	.00	203.29	203.29	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***172,535.61***	***119,844.30***	***52,691.31***	***34,440.21***	***18,251.10***	***.00***
DEPARTMENT TOTALS:				***.00***	***172,535.61***	***119,844.30***	***52,691.31***	***34,440.21***	***18,251.10***	***.00***
PERCENT EXPENDED: 69.5				***PERCENT EXPENDED AND ENCUMBERED:***				***89.4***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
318 Sawyer Point FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2025	318	202	7200	.00	65,701.48	19,550.25	46,151.23	.00	46,151.23	.00
2025	318	202	7300	.00	90,786.11	49,053.72	41,732.39	5,717.72	36,014.67	.00
2025	318	202	7400	.00	401.45	401.45	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***156,889.04***	***69,005.42***	***87,883.62***	***5,717.72***	***82,165.90***	***.00***
DEPARTMENT TOTALS:				***.00***	***156,889.04***	***69,005.42***	***87,883.62***	***5,717.72***	***82,165.90***	***.00***
PERCENT EXPENDED: 44.0				***PERCENT EXPENDED AND ENCUMBERED:***				***47.6***		
323 Recreation Special Activities FUND										
190 Dept Of Public Recreation										
191 Recreation West Region										
2025	323	191	7200	.00	30,459.00	23,709.31	6,749.69	5,261.75	1,487.94	.00
2025	323	191	7300	.00	54,134.05	53,969.73	164.32	20.70	143.62	.00
2025	323	191	7400	.00	1,452.41	1,335.64	116.77	.00	116.77	.00
2025	323	191	7600	.00	117,996.50	117,996.50	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***204,041.96***	***197,011.18***	***7,030.78***	***5,282.45***	***1,748.33***	***.00***
192 Recreation East Region										
2025	323	192	7200	.00	37,602.61	23,321.51	14,281.10	13,202.97	1,078.13	.00
2025	323	192	7300	.00	18,803.68	5,859.85	12,943.83	10,418.33	2,525.50	.00
2025	323	192	7400	.00	1,619.05	1,400.85	218.20	85.59	132.61	.00
2025	323	192	7600	.00	116,042.00	116,042.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***174,067.34***	***146,624.21***	***27,443.13***	***23,706.89***	***3,736.24***	***.00***
193 Recreation Central Region										
2025	323	193	7200	.00	42,334.89	24,002.20	18,332.69	16,611.47	1,721.22	.00
2025	323	193	7300	.00	4,962.21	4,903.61	58.60	58.60	.00	.00
2025	323	193	7400	.00	2,445.72	1,286.81	1,158.91	.00	1,158.91	.00
2025	323	193	7600	.00	163,040.00	163,040.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***212,782.82***	***193,232.62***	***19,550.20***	***16,670.07***	***2,880.13***	***.00***
197 Recreation Athletics										
2025	323	197	7200	.00	129,451.24	53,119.37	76,331.87	16,888.00	59,443.87	.00
2025	323	197	7300	.00	24,017.77	21,541.33	2,476.44	2,469.16	7.28	.00
2025	323	197	7400	.00	15,031.40	12,933.75	2,097.65	.00	2,097.65	.00
2025	323	197	7600	.00	29,997.00	29,997.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***198,497.41***	***117,591.45***	***80,905.96***	***19,357.16***	***61,548.80***	***.00***
199 Recreation Administration										
2025	323	199	7200	.00	16,870.89	7,031.62	9,839.27	439.27	9,400.00	.00
2025	323	199	7300	.00	19,971.91	18,142.08	1,829.83	89.13	1,740.70	.00
2025	323	199	7600	.00	37,300.00	37,300.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***74,142.80***	***62,473.70***	***11,669.10***	***528.40***	***11,140.70***	***.00***
DEPARTMENT TOTALS:				***.00***	***863,532.33***	***716,933.16***	***146,599.17***	***65,544.97***	***81,054.20***	***.00***
PERCENT EXPENDED: 83.0				***PERCENT EXPENDED AND ENCUMBERED:***				***90.6***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
329 Cincinnati Riverfront Park FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2025	329	202	7200	.00	27,404.98	9,125.98	18,279.00	2,309.00	15,970.00	.00
2025	329	202	7300	.00	32,278.21	19,250.71	13,027.50	9,482.05	3,545.45	.00
2025	329	202	7400	.00	815.00	815.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***60,498.19***	***29,191.69***	***31,306.50***	***11,791.05***	***19,515.45***	***.00***
DEPARTMENT TOTALS:				***.00***	***60,498.19***	***29,191.69***	***31,306.50***	***11,791.05***	***19,515.45***	***.00***
PERCENT EXPENDED: 48.3 PERCENT EXPENDED AND ENCUMBERED: 67.7										
364 911 Cell Phone Fees FUND										
100 Office Of The City Manager										
103 Emergency Communications										
2025	364	103	7200	.00	149,347.00	149,347.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***149,347.00***	***149,347.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***149,347.00***	***149,347.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
377 Safe & Clean FUND										
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2025	377	253	7200	.00	35,883.02	1,161.62	34,721.40	34,721.40	.00	.00
DIVISION TOTALS:				***.00***	***35,883.02***	***1,161.62***	***34,721.40***	***34,721.40***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***35,883.02***	***1,161.62***	***34,721.40***	***34,721.40***	***.00***	***.00***
PERCENT EXPENDED: 3.2 PERCENT EXPENDED AND ENCUMBERED: 100.0										
395 Community Health Center FUND										
260 Department Of Public Health										
264 Primary Health Care - S.P.										
2025	395	264	7200	.00	248.99	.00	248.99	48.99	200.00	.00
DIVISION TOTALS:				***.00***	***248.99***	***.00***	***248.99***	***48.99***	***200.00***	***.00***
265 Primary Health Care - H.C.										
2025	395	265	7200	.00	1,090,558.00	367,685.93	722,872.07	454,951.31	267,920.76	.00
2025	395	265	7300	.00	32,852.33	4,910.33	27,942.00	1,349.30	26,592.70	.00
2025	395	265	7400	.00	223,671.72	110,830.10	112,841.62	22,113.74	90,727.88	.00
DIVISION TOTALS:				***.00***	***1,347,082.05***	***483,426.36***	***863,655.69***	***478,414.35***	***385,241.34***	***.00***
266 School & Adolescent Health										
2025	395	266	7200	.00	189,629.86	56,793.84	132,836.02	28,472.08	104,363.94	.00
2025	395	266	7300	.00	56,327.99	17,278.33	39,049.66	11,835.49	27,214.17	.00
2025	395	266	7400	.00	114,201.76	39,584.40	74,617.36	.00	74,617.36	.00
DIVISION TOTALS:				***.00***	***360,159.61***	***113,656.57***	***246,503.04***	***40,307.57***	***206,195.47***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,707,490.65***	***597,082.93***	***1,110,407.72***	***518,770.91***	***591,636.81***	***.00***
PERCENT EXPENDED: 35.0 PERCENT EXPENDED AND ENCUMBERED: 65.4										

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
416 Cincinnati Health District FUND										
260 Department Of Public Health										
261 Health, Office Of The Commissioner										
2025	416	261	7200	.00	57,361.59	38,697.93	18,663.66	17,562.84	1,100.82	.00
2025	416	261	7300	.00	20,545.31	16,692.73	3,852.58	1,850.00	2,002.58	.00
2025	416	261	7400	.00	9,834.76	3,121.74	6,713.02	2,523.24	4,189.78	.00
DIVISION TOTALS:				***.00***	***87,741.66***	***58,512.40***	***29,229.26***	***21,936.08***	***7,293.18***	***.00***
262 Health, Technical Resources										
2025	416	262	7200	.00	75,468.87	22,454.08	53,014.79	5,561.02	47,453.77	.00
2025	416	262	7300	.00	27,535.28	10,598.50	16,936.78	231.01	16,705.77	.00
2025	416	262	7400	.00	550.13	127.29	422.84	.00	422.84	.00
DIVISION TOTALS:				***.00***	***103,554.28***	***33,179.87***	***70,374.41***	***5,792.03***	***64,582.38***	***.00***
263 Div Of Community Health										
2025	416	263	7200	.00	33,544.32	11,345.37	22,198.95	8,542.19	13,656.76	.00
2025	416	263	7300	.00	34,383.30	29,265.18	5,118.12	305.06	4,813.06	.00
2025	416	263	7400	.00	2,058.68	359.86	1,698.82	.00	1,698.82	.00
DIVISION TOTALS:				***.00***	***69,986.30***	***40,970.41***	***29,015.89***	***8,847.25***	***20,168.64***	***.00***
264 Primary Health Care - S.P.										
2025	416	264	7200	.00	55,395.35	.00	55,395.35	7,041.35	48,354.00	.00
2025	416	264	7300	.00	17,293.55	7,828.01	9,465.54	8,965.54	500.00	.00
2025	416	264	7400	.00	1,178.44	608.38	570.06	.00	570.06	.00
DIVISION TOTALS:				***.00***	***73,867.34***	***8,436.39***	***65,430.95***	***16,006.89***	***49,424.06***	***.00***
265 Primary Health Care - H.C.										
2025	416	265	7200	.00	1,220.55	.00	1,220.55	1,220.55	.00	.00
2025	416	265	7300	.00	49,315.56	28,001.24	21,314.32	2,731.79	18,582.53	.00
DIVISION TOTALS:				***.00***	***50,536.11***	***28,001.24***	***22,534.87***	***3,952.34***	***18,582.53***	***.00***
266 School & Adolescent Health										
2025	416	266	7200	.00	59.05	.00	59.05	59.05	.00	.00
2025	416	266	7300	.00	86,026.00	86,026.00	.00	.00	.00	.00
DIVISION TOTALS:				***.00***	***86,085.05***	***86,026.00***	***59.05***	***59.05***	***.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***471,770.74***	***255,126.31***	***216,644.43***	***56,593.64***	***160,050.79***	***.00***
PERCENT EXPENDED: 54.1 PERCENT EXPENDED AND ENCUMBERED:								***66.1***		
449 Cinti Area Geographic Info Sys FUND										
100 Office Of The City Manager										
108 Dept of Performance & Data Analytics										
2025	449	108	7200	.00	818,616.07	374,717.11	443,898.96	443,898.96	.00	.00
2025	449	108	7300	.00	754.65	.00	754.65	.00	754.65	.00
2025	449	108	7400	.00	132,974.64	29,539.16	103,435.48	103,435.48	.00	.00
DIVISION TOTALS:				***.00***	***952,345.36***	***404,256.27***	***548,089.09***	***547,334.44***	***754.65***	***.00***
DEPARTMENT TOTALS:				***.00***	***952,345.36***	***404,256.27***	***548,089.09***	***547,334.44***	***754.65***	***.00***
PERCENT EXPENDED: 42.4 PERCENT EXPENDED AND ENCUMBERED:								***99.9***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
455 Streetcar Operations FUND										
230 Dept Of Transportation & Engin										
236 Divsion of Streetcar Operations										
2025	455	236	7200	.00	1,441,431.06	1,229,023.39	212,407.67	43,456.49	168,951.18	.00
2025	455	236	7400	.00	2,054.19	1,245.46	808.73	.00	808.73	.00
DIVISION TOTALS:				***.00***	***1,443,485.25***	***1,230,268.85***	***213,216.40***	***43,456.49***	***169,759.91***	***.00***
DEPARTMENT TOTALS:				***.00***	***1,443,485.25***	***1,230,268.85***	***213,216.40***	***43,456.49***	***169,759.91***	***.00***
PERCENT EXPENDED: 85.2				***PERCENT EXPENDED AND ENCUMBERED:***				***88.2***		
457 CLEAR FUND										
090 Enterprise Technology Solution										
093 ETS-CLEAR										
2025	457	093	7200	.00	100,649.98	65,540.65	35,109.33	.00	35,109.33	.00
2025	457	093	7300	.00	44,655.19	15,483.05	29,172.14	28,302.14	870.00	.00
2025	457	093	7400	.00	84,466.53	17,460.00	67,006.53	50,476.33	16,530.20	.00
DIVISION TOTALS:				***.00***	***229,771.70***	***98,483.70***	***131,288.00***	***78,778.47***	***52,509.53***	***.00***
DEPARTMENT TOTALS:				***.00***	***229,771.70***	***98,483.70***	***131,288.00***	***78,778.47***	***52,509.53***	***.00***
PERCENT EXPENDED: 42.9				***PERCENT EXPENDED AND ENCUMBERED:***				***77.1***		
701 Metropolitan Sewer District FUND										
410 Dept. of Sewers Director's Off										
410 Dept. of Sewers Director's Office										
2025	701	410	7100	.00	1,299,122.00	496,087.81	803,034.19	.00	803,034.19	.00
2025	701	410	7200	10,000.00	441,981.00	173,063.05	268,917.95	181,582.39	87,335.56	.00
2025	701	410	7300	.00	11,857.00	3,328.83	8,528.17	3,656.26	4,871.91	.00
2025	701	410	7400	-10,000.00	334,767.00	151,840.86	182,926.14	10,523.39	172,402.75	.00
2025	701	410	7500	.00	440,615.00	173,502.51	267,112.49	.00	267,112.49	.00
DIVISION TOTALS:				***.00***	***2,528,342.00***	***997,823.06***	***1,530,518.94***	***195,762.04***	***1,334,756.90***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,528,342.00***	***997,823.06***	***1,530,518.94***	***195,762.04***	***1,334,756.90***	***.00***
PERCENT EXPENDED: 39.5				***PERCENT EXPENDED AND ENCUMBERED:***				***47.2***		
420 MSD Div Of Wastewater Engineer										
420 MSD Div Of Wastewater Engineering										
2025	701	420	7100	.00	3,083,331.00	1,095,891.65	1,987,439.35	.00	1,987,439.35	.00
2025	701	420	7200	.00	4,503,132.00	2,144,172.56	2,358,959.44	1,141,879.09	1,217,080.35	11,200.00
2025	701	420	7300	.00	792,231.00	45,355.34	746,875.66	130,958.31	615,917.35	.00
2025	701	420	7400	.00	441,646.00	29,922.30	411,723.70	9,525.32	402,198.38	.00
2025	701	420	7500	.00	1,416,281.00	313,147.76	1,103,133.24	.00	1,103,133.24	.00
DIVISION TOTALS:				***.00***	***10,236,621.00***	***3,628,489.61***	***6,608,131.39***	***1,282,362.72***	***5,325,768.67***	***11,200.00***
DEPARTMENT TOTALS:				***.00***	***10,236,621.00***	***3,628,489.61***	***6,608,131.39***	***1,282,362.72***	***5,325,768.67***	***11,200.00***
PERCENT EXPENDED: 35.4				***PERCENT EXPENDED AND ENCUMBERED:***				***48.0***		

701 430 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 40
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
430 MSD Div Of Wastewater Admin										
430 MSD Div Of Wastewater Admin										
2025	701	430	7100	.00	4,095,101.00	1,438,076.88	2,657,024.12	.00	2,657,024.12	.00
2025	701	430	7200	.00	7,955,618.00	3,267,294.29	4,688,323.71	685,770.54	4,002,553.17	.00
2025	701	430	7300	.00	48,318.00	6,035.70	42,282.30	15,886.56	26,395.74	16,387.35
2025	701	430	7400	.00	35,960.00	8,990.78	26,969.22	1,621.45	25,347.77	.00
2025	701	430	7500	.00	1,454,649.00	561,992.04	892,656.96	.00	892,656.96	.00
DIVISION TOTALS:				***.00***	***13,589,646.00***	***5,282,389.69***	***8,307,256.31***	***703,278.55***	***7,603,977.76***	***16,387.35***
431 MSD Division of Information Technology										
2025	701	431	7100	.00	2,778,111.00	1,144,990.95	1,633,120.05	.00	1,633,120.05	.00
2025	701	431	7200	.00	1,969,237.00	734,319.66	1,234,917.34	85,767.27	1,149,150.07	.00
2025	701	431	7300	.00	187,550.00	65,314.98	122,235.02	53,712.58	68,522.44	.00
2025	701	431	7400	.00	2,737,939.00	833,630.15	1,904,308.85	356,747.59	1,547,561.26	26,057.55
2025	701	431	7500	.00	1,061,479.00	411,398.79	650,080.21	.00	650,080.21	.00
DIVISION TOTALS:				***.00***	***8,734,316.00***	***3,189,654.53***	***5,544,661.47***	***496,227.44***	***5,048,434.03***	***26,057.55***
DEPARTMENT TOTALS:				***.00***	***22,323,962.00***	***8,472,044.22***	***13,851,917.78***	***1,199,505.99***	***12,652,411.79***	***42,444.90***
PERCENT EXPENDED: 38.0				***PERCENT EXPENDED AND ENCUMBERED:***				***43.3***		
440 MSD Div Of Wastewater Treatmen										
441 MSD Office Of Superintendent										
2025	701	441	7100	.00	1,933,588.00	786,987.37	1,146,600.63	.00	1,146,600.63	.00
2025	701	441	7200	.00	565,250.00	67,533.19	497,716.81	394,361.88	103,354.93	.00
2025	701	441	7300	.00	475,578.00	160,920.60	314,657.40	99,796.43	214,860.97	.00
2025	701	441	7400	.00	13,699.00	.00	13,699.00	3,475.00	10,224.00	.00
2025	701	441	7500	.00	763,749.00	339,013.94	424,735.06	.00	424,735.06	.00
DIVISION TOTALS:				***.00***	***3,751,864.00***	***1,354,455.10***	***2,397,408.90***	***497,633.31***	***1,899,775.59***	***.00***
442 MSD Millcreek Section										
2025	701	442	7100	.00	5,587,990.00	2,481,797.19	3,106,192.81	.00	3,106,192.81	.00
2025	701	442	7200	.00	11,232,606.00	4,161,044.42	7,071,561.58	3,272,647.35	3,798,914.23	141,578.12
2025	701	442	7300	.00	9,771,940.00	4,009,098.37	5,762,841.63	2,619,270.71	3,143,570.92	860,656.92
2025	701	442	7400	.00	270,502.00	161,483.65	109,018.35	41,988.83	67,029.52	.00
2025	701	442	7500	.00	2,051,101.00	986,783.10	1,064,317.90	.00	1,064,317.90	.00
DIVISION TOTALS:				***.00***	***28,914,139.00***	***11,800,206.73***	***17,113,932.27***	***5,933,906.89***	***11,180,025.38***	***1,002,235.04***
443 MSD Little Miami Section										
2025	701	443	7100	.00	2,287,087.00	957,622.28	1,329,464.72	.00	1,329,464.72	.00
2025	701	443	7200	-150,000.00	4,604,856.00	1,533,485.29	3,071,370.71	1,181,707.55	1,889,663.16	.00
2025	701	443	7300	150,000.00	1,271,886.00	488,935.32	782,950.68	377,033.67	405,917.01	.00
2025	701	443	7400	.00	131,678.00	27,378.40	104,299.60	.00	104,299.60	.00
2025	701	443	7500	.00	806,267.00	364,492.78	441,774.22	.00	441,774.22	.00
DIVISION TOTALS:				***.00***	***9,101,774.00***	***3,371,914.07***	***5,729,859.93***	***1,558,741.22***	***4,171,118.71***	***.00***
444 MSD Muddy Creek Section										
2025	701	444	7100	.00	1,608,551.00	731,068.96	877,482.04	.00	877,482.04	.00
2025	701	444	7200	.00	2,002,036.00	1,021,786.50	980,249.50	384,989.93	595,259.57	.00
2025	701	444	7300	.00	478,523.00	130,422.33	348,100.67	197,146.88	150,953.79	.00
2025	701	444	7400	.00	51,658.00	12,950.00	38,708.00	.00	38,708.00	.00
2025	701	444	7500	.00	572,909.00	275,295.52	297,613.48	.00	297,613.48	.00
DIVISION TOTALS:				***.00***	***4,713,677.00***	***2,171,523.31***	***2,542,153.69***	***582,136.81***	***1,960,016.88***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
445 MSD Sycamore Section										
2025	701	445	7100	.00	813,729.00	329,769.09	483,959.91	.00	483,959.91	.00
2025	701	445	7200	.00	1,119,254.00	537,111.92	582,142.08	211,605.94	370,536.14	.00
2025	701	445	7300	.00	273,353.00	110,074.89	163,278.11	68,047.81	95,230.30	.00
2025	701	445	7400	.00	10,556.00	10,350.00	206.00	.00	206.00	.00
2025	701	445	7500	.00	358,529.00	156,200.30	202,328.70	.00	202,328.70	.00
DIVISION TOTALS:				***.00***	***2,575,421.00***	***1,143,506.20***	***1,431,914.80***	***279,653.75***	***1,152,261.05***	***.00***
446 MSD Taylor Creek Section										
2025	701	446	7100	.00	844,797.00	364,507.64	480,289.36	.00	480,289.36	.00
2025	701	446	7200	.00	1,255,197.00	575,989.01	679,207.99	212,944.09	466,263.90	.00
2025	701	446	7300	.00	216,741.00	76,480.02	140,260.98	62,805.72	77,455.26	.00
2025	701	446	7400	.00	16,505.00	6,200.00	10,305.00	200.00	10,105.00	.00
2025	701	446	7500	.00	362,121.00	149,863.13	212,257.87	.00	212,257.87	.00
DIVISION TOTALS:				***.00***	***2,695,361.00***	***1,173,039.80***	***1,522,321.20***	***275,949.81***	***1,246,371.39***	***.00***
447 MSD Polk Run Section										
2025	701	447	7100	.00	875,441.00	382,740.34	492,700.66	.00	492,700.66	.00
2025	701	447	7200	.00	1,451,479.00	428,593.54	1,022,885.46	709,500.89	313,384.57	.00
2025	701	447	7300	.00	298,754.00	80,375.32	218,378.68	156,379.64	61,999.04	.00
2025	701	447	7400	.00	13,859.00	5,300.00	8,559.00	100.00	8,459.00	.00
2025	701	447	7500	.00	327,921.00	164,784.46	163,136.54	.00	163,136.54	.00
DIVISION TOTALS:				***.00***	***2,967,454.00***	***1,061,793.66***	***1,905,660.34***	***865,980.53***	***1,039,679.81***	***.00***
448 MSD Pump Stations										
2025	701	448	7100	.00	1,059,791.00	410,681.87	649,109.13	.00	649,109.13	.00
2025	701	448	7200	.00	582,440.00	201,123.93	381,316.07	146,361.22	234,954.85	.00
2025	701	448	7300	.00	384,954.00	89,267.99	295,686.01	60,294.55	235,391.46	.00
2025	701	448	7400	.00	.00	.00	.00	.00	.00	.00
2025	701	448	7500	.00	385,674.00	148,952.02	236,721.98	.00	236,721.98	.00
DIVISION TOTALS:				***.00***	***2,412,859.00***	***850,025.81***	***1,562,833.19***	***206,655.77***	***1,356,177.42***	***.00***
449 MSD Maintenance Section										
2025	701	449	7100	.00	4,890,796.00	2,160,609.62	2,730,186.38	.00	2,730,186.38	.00
2025	701	449	7200	.00	269,958.00	94,453.09	175,504.91	38,972.37	136,532.54	.00
2025	701	449	7300	.00	204,692.00	105,050.43	99,641.57	5,607.13	94,034.44	.00
2025	701	449	7400	.00	1,200,929.00	108,465.19	1,092,463.81	58,247.00	1,034,216.81	.00
2025	701	449	7500	.00	2,050,731.00	841,102.77	1,209,628.23	.00	1,209,628.23	.00
DIVISION TOTALS:				***.00***	***8,617,106.00***	***3,309,681.10***	***5,307,424.90***	***102,826.50***	***5,204,598.40***	***.00***
DEPARTMENT TOTALS:				***.00***	***65,749,655.00***	***26,236,145.78***	***39,513,509.22***	***10,303,484.59***	***29,210,024.63***	***1,002,235.04***
PERCENT EXPENDED: 39.9 PERCENT EXPENDED AND ENCUMBERED:								***55.6***		
450 MSD Div Of Wastewater Collecti										
450 MSD Div Of Wastewater Collection										
2025	701	450	7100	.00	11,535,772.00	4,935,871.64	6,599,900.36	.00	6,599,900.36	.00
2025	701	450	7200	.00	7,456,721.00	3,120,608.50	4,336,112.50	1,773,936.49	2,562,176.01	85,000.00
2025	701	450	7300	.00	3,555,630.00	1,030,336.49	2,525,293.51	998,243.38	1,527,050.13	62,221.57
2025	701	450	7400	.00	124,671.00	25,216.31	99,454.69	19,391.48	80,063.21	.00
2025	701	450	7500	.00	4,493,734.00	1,864,250.66	2,629,483.34	.00	2,629,483.34	.00
DIVISION TOTALS:				***.00***	***27,166,528.00***	***10,976,283.60***	***16,190,244.40***	***2,791,571.35***	***13,398,673.05***	***147,221.57***
DEPARTMENT TOTALS:				***.00***	***27,166,528.00***	***10,976,283.60***	***16,190,244.40***	***2,791,571.35***	***13,398,673.05***	***147,221.57***
PERCENT EXPENDED: 40.4 PERCENT EXPENDED AND ENCUMBERED:								***50.7***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
460 MSD Div Of Industrial Waste										
460 MSD Div Of Industrial Waste										
2025	701	460	7100	.00	5,057,041.00	2,210,180.89	2,846,860.11	.00	2,846,860.11	.00
2025	701	460	7200	.00	3,430,770.00	1,200,204.85	2,230,565.15	877,067.37	1,353,497.78	65,456.00
2025	701	460	7300	.00	915,386.00	387,264.47	528,121.53	133,846.02	394,275.51	.00
2025	701	460	7400	.00	333,104.00	39,831.09	293,272.91	12,141.03	281,131.88	.00
2025	701	460	7500	.00	1,914,669.00	857,761.37	1,056,907.63	.00	1,056,907.63	.00
DIVISION TOTALS:				***.00***	***11,650,970.00***	***4,695,242.67***	***6,955,727.33***	***1,023,054.42***	***5,932,672.91***	***65,456.00***
DEPARTMENT TOTALS:				***.00***	***11,650,970.00***	***4,695,242.67***	***6,955,727.33***	***1,023,054.42***	***5,932,672.91***	***65,456.00***
PERCENT EXPENDED: 40.3				***PERCENT EXPENDED AND ENCUMBERED:***				***49.1***		
480 MSD SBU Program										
480 MSD SBU Program										
2025	701	480	7100	.00	579,307.00	205,580.63	373,726.37	.00	373,726.37	.00
2025	701	480	7200	.00	7,115,190.00	1,879,435.29	5,235,754.71	2,977,395.91	2,258,358.80	.00
2025	701	480	7300	.00	44,538.00	.00	44,538.00	.00	44,538.00	.00
2025	701	480	7400	.00	1,053,535.00	101,499.03	952,035.97	34,442.24	917,593.73	.00
2025	701	480	7500	.00	134,449.00	63,603.11	70,845.89	.00	70,845.89	.00
DIVISION TOTALS:				***.00***	***8,927,019.00***	***2,250,118.06***	***6,676,900.94***	***3,011,838.15***	***3,665,062.79***	***.00***
DEPARTMENT TOTALS:				***.00***	***8,927,019.00***	***2,250,118.06***	***6,676,900.94***	***3,011,838.15***	***3,665,062.79***	***.00***
PERCENT EXPENDED: 25.2				***PERCENT EXPENDED AND ENCUMBERED:***				***58.9***		
490 MSD Debt Service										
490 MSD Debt Service										
2025	701	490	7200	.00	1,100,000.00	232,500.00	867,500.00	67,500.00	800,000.00	.00
2025	701	490	7700	.00	84,900,000.00	20,857,966.50	64,042,033.50	.00	64,042,033.50	.00
DIVISION TOTALS:				***.00***	***86,000,000.00***	***21,090,466.50***	***64,909,533.50***	***67,500.00***	***64,842,033.50***	***.00***
DEPARTMENT TOTALS:				***.00***	***86,000,000.00***	***21,090,466.50***	***64,909,533.50***	***67,500.00***	***64,842,033.50***	***.00***
PERCENT EXPENDED: 24.5				***PERCENT EXPENDED AND ENCUMBERED:***				***24.6***		
910 Employee Benefits										
911 Contribution To City Pension										
2025	701	911	7500	.00	564,000.00	563,620.00	380.00	.00	380.00	.00
DIVISION TOTALS:				***.00***	***564,000.00***	***563,620.00***	***380.00***	***.00***	***380.00***	***.00***
DEPARTMENT TOTALS:				***.00***	***564,000.00***	***563,620.00***	***380.00***	***.00***	***380.00***	***.00***
PERCENT EXPENDED: 99.9				***PERCENT EXPENDED AND ENCUMBERED:***				***99.9***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2025	701	944	7200	.00	2,700,000.00	2,686,343.80	13,656.20	.00	13,656.20	.00
DIVISION TOTALS:				***.00***	***2,700,000.00***	***2,686,343.80***	***13,656.20***	***.00***	***13,656.20***	***.00***
DEPARTMENT TOTALS:				***.00***	***2,700,000.00***	***2,686,343.80***	***13,656.20***	***.00***	***13,656.20***	***.00***
PERCENT EXPENDED: 99.5				***PERCENT EXPENDED AND ENCUMBERED:***				***99.5***		
980 Capital Outlay Accounts										
981 Motorized & Construction Equip										
2025	701	981	7600	.00	1,861,000.00	758,332.00	1,102,668.00	1,056,545.28	46,122.72	26,751.99
DIVISION TOTALS:				***.00***	***1,861,000.00***	***758,332.00***	***1,102,668.00***	***1,056,545.28***	***46,122.72***	***26,751.99***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
982 Office & Technical Equip										
2025	701	982	7600	.00	1,200,000.00	630,029.38	569,970.62	388,566.94	181,403.68	111,600.00
DIVISION TOTALS:				***.00***	***1,200,000.00***	***630,029.38***	***569,970.62***	***388,566.94***	***181,403.68***	***111,600.00***
DEPARTMENT TOTALS:				***.00***	***3,061,000.00***	***1,388,361.38***	***1,672,638.62***	***1,445,112.22***	***227,526.40***	***138,351.99***
PERCENT EXPENDED: 45.4 PERCENT EXPENDED AND ENCUMBERED:								***92.6***		
050 General FUND										
010 City Council										
014 Councilmember E. Nolan										
2026	050	014	7100	137,870.00	137,870.00	47,764.68	90,105.32	.00	90,105.32	.00
2026	050	014	7200	2,600.00	2,600.00	951.10	1,648.90	.00	1,648.90	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***48,715.78***	***91,754.22***	***.00***	***91,754.22***	***.00***
015 Councilmember S. Walsh										
2026	050	015	7100	137,870.00	137,870.00	53,032.62	84,837.38	.00	84,837.38	.00
2026	050	015	7200	2,600.00	2,600.00	817.11	1,782.89	.00	1,782.89	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***53,849.73***	***86,620.27***	***.00***	***86,620.27***	***.00***
016 Councilmember A. Albi										
2026	050	016	7100	137,870.00	137,870.00	45,784.50	92,085.50	.00	92,085.50	.00
2026	050	016	7200	2,600.00	2,600.00	587.45	2,012.55	.00	2,012.55	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***46,371.95***	***94,098.05***	***.00***	***94,098.05***	***.00***
018 Councilmember J. Cramerding										
2026	050	018	7100	137,870.00	137,870.00	45,328.86	92,541.14	.00	92,541.14	.00
2026	050	018	7200	2,600.00	2,600.00	658.45	1,941.55	.00	1,941.55	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***45,987.31***	***94,482.69***	***.00***	***94,482.69***	***.00***
019 City Council										
2026	050	019	7100	581,180.00	581,180.00	230,919.48	350,260.52	.00	350,260.52	.00
2026	050	019	7500	591,020.00	591,020.00	214,994.24	376,025.76	.00	376,025.76	.00
DIVISION TOTALS:				***1,172,200.00***	***1,172,200.00***	***445,913.72***	***726,286.28***	***.00***	***726,286.28***	***.00***
022 Councilmember M. Jeffreys										
2026	050	022	7100	137,870.00	137,870.00	45,624.79	92,245.21	.00	92,245.21	.00
2026	050	022	7200	2,600.00	2,600.00	723.95	1,876.05	.00	1,876.05	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***46,348.74***	***94,121.26***	***.00***	***94,121.26***	***.00***
023 Councilmember S. Johnson										
2026	050	023	7100	137,870.00	137,870.00	41,291.66	96,578.34	.00	96,578.34	.00
2026	050	023	7200	2,600.00	2,600.00	587.45	2,012.55	.00	2,012.55	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***41,879.11***	***98,590.89***	***.00***	***98,590.89***	***.00***
025 Councilmember M. Owens										
2026	050	025	7100	137,870.00	137,870.00	44,165.97	93,704.03	.00	93,704.03	.00
2026	050	025	7200	2,600.00	2,600.00	612.55	1,987.45	.00	1,987.45	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***44,778.52***	***95,691.48***	***.00***	***95,691.48***	***.00***
027 Councilmember V. Parks										
2026	050	027	7100	137,870.00	137,870.00	41,037.53	96,832.47	66,360.00	30,472.47	.00
2026	050	027	7200	2,600.00	2,600.00	655.70	1,944.30	1,251.00	693.30	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***41,693.23***	***98,776.77***	***67,611.00***	***31,165.77***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
029 Councilmember J. Kearney										
2026	050	029	7100	137,870.00	137,870.00	38,907.30	98,962.70	.00	98,962.70	.00
2026	050	029	7200	2,600.00	2,600.00	1,491.17	1,108.83	.00	1,108.83	.00
DIVISION TOTALS:				***140,470.00***	***140,470.00***	***40,398.47***	***100,071.53***	***.00***	***100,071.53***	***.00***
031 Office Of The Mayor										
2026	050	031	7100	727,770.00	727,770.00	236,624.64	491,145.36	.00	491,145.36	.00
2026	050	031	7200	11,390.00	8,990.00	3,479.33	5,510.67	.00	5,510.67	.00
2026	050	031	7300	5,710.00	5,710.00	.00	5,710.00	.00	5,710.00	.00
2026	050	031	7400	.00	2,400.00	2,362.32	37.68	.00	37.68	.00
2026	050	031	7500	407,930.00	407,930.00	81,057.19	326,872.81	.00	326,872.81	.00
DIVISION TOTALS:				***1,152,800.00***	***1,152,800.00***	***323,523.48***	***829,276.52***	***.00***	***829,276.52***	***.00***
041 Office Of The Clerk Of Council										
2026	050	041	7100	448,390.00	448,390.00	147,368.70	301,021.30	.00	301,021.30	.00
2026	050	041	7200	129,060.00	129,060.00	18,265.11	110,794.89	9,751.00	101,043.89	.00
2026	050	041	7300	9,140.00	9,140.00	444.85	8,695.15	.00	8,695.15	.00
2026	050	041	7400	22,420.00	22,420.00	2,818.87	19,601.13	4,500.00	15,101.13	.00
2026	050	041	7500	213,070.00	213,070.00	64,318.26	148,751.74	.00	148,751.74	.00
DIVISION TOTALS:				***822,080.00***	***822,080.00***	***233,215.79***	***588,864.21***	***14,251.00***	***574,613.21***	***.00***
DEPARTMENT TOTALS:				***4,411,310.00***	***4,411,310.00***	***1,412,675.83***	***2,998,634.17***	***81,862.00***	***2,916,772.17***	***.00***
PERCENT EXPENDED: 32.0				***PERCENT EXPENDED AND ENCUMBERED:***				***33.9***		
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2026	050	091	7100	5,254,410.00	5,254,410.00	2,224,091.30	3,030,318.70	.00	3,030,318.70	.00
2026	050	091	7200	474,580.00	474,580.00	67,411.96	407,168.04	70,955.89	336,212.15	.00
2026	050	091	7300	50,080.00	50,080.00	24,298.65	25,781.35	8,988.35	16,793.00	.00
2026	050	091	7400	339,910.00	339,910.00	293,027.55	46,882.45	2,075.45	44,807.00	.00
2026	050	091	7500	1,690,630.00	1,690,630.00	780,380.86	910,249.14	.00	910,249.14	.00
DIVISION TOTALS:				***7,809,610.00***	***7,809,610.00***	***3,389,210.32***	***4,420,399.68***	***82,019.69***	***4,338,379.99***	***.00***
DEPARTMENT TOTALS:				***7,809,610.00***	***7,809,610.00***	***3,389,210.32***	***4,420,399.68***	***82,019.69***	***4,338,379.99***	***.00***
PERCENT EXPENDED: 43.4				***PERCENT EXPENDED AND ENCUMBERED:***				***44.4***		
100 Office Of The City Manager										
101 City Manager's Office										
2026	050	101	7100	3,602,050.00	3,602,050.00	1,296,288.77	2,305,761.23	.00	2,305,761.23	.00
2026	050	101	7200	2,330,680.00	6,270,220.00	1,653,061.42	4,617,158.58	1,745,831.34	2,871,327.24	.00
2026	050	101	7300	28,660.00	28,660.00	16,392.58	12,267.42	9,871.79	2,395.63	.00
2026	050	101	7400	13,564,300.00	18,440,146.00	7,709,121.70	10,731,024.30	7,178,295.96	3,552,728.34	.00
2026	050	101	7500	1,149,760.00	1,149,760.00	456,319.67	693,440.33	.00	693,440.33	.00
DIVISION TOTALS:				***20,675,450.00***	***29,490,836.00***	***11,131,184.14***	***18,359,651.86***	***8,933,999.09***	***9,425,652.77***	***.00***
102 Office Of Budget & Evaluation										
2026	050	102	7100	970,190.00	970,190.00	311,674.45	658,515.55	.00	658,515.55	.00
2026	050	102	7200	84,200.00	84,200.00	9,591.99	74,608.01	.00	74,608.01	.00
2026	050	102	7300	2,440.00	2,440.00	603.48	1,836.52	1,396.52	440.00	.00
2026	050	102	7400	2,350.00	2,350.00	331.60	2,018.40	898.40	1,120.00	.00
2026	050	102	7500	267,700.00	267,700.00	107,046.70	160,653.30	.00	160,653.30	.00
DIVISION TOTALS:				***1,326,880.00***	***1,326,880.00***	***429,248.22***	***897,631.78***	***2,294.92***	***895,336.86***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
103 Emergency Communications										
2026	050	103	7100	11,933,040.00	11,933,040.00	4,427,899.87	7,505,140.13	.00	7,505,140.13	.00
2026	050	103	7200	1,073,190.00	969,490.00	343,354.92	626,135.08	128,158.84	497,976.24	5,822.05
2026	050	103	7300	161,110.00	151,110.00	19,256.52	131,853.48	16,306.56	115,546.92	.00
2026	050	103	7400	26,850.00	140,550.00	70,971.19	69,578.81	57,274.25	12,304.56	.00
2026	050	103	7500	4,816,760.00	4,816,760.00	1,793,382.34	3,023,377.66	.00	3,023,377.66	.00
DIVISION TOTALS:				***18,010,950.00***	***18,010,950.00***	***6,654,864.84***	***11,356,085.16***	***201,739.65***	***11,154,345.51***	***5,822.05***
104 Office Of Environment & Sustainability										
2026	050	104	7100	1,010,470.00	1,010,470.00	382,120.38	628,349.62	.00	628,349.62	.00
2026	050	104	7200	2,614,550.00	4,001,414.00	841,283.71	3,160,130.29	1,175,859.47	1,984,270.82	.00
2026	050	104	7300	16,930.00	16,930.00	3,541.95	13,388.05	128.32	13,259.73	.00
2026	050	104	7400	423,750.00	894,194.00	117,599.66	776,594.34	22,435.86	754,158.48	.00
2026	050	104	7500	385,310.00	385,310.00	155,783.23	229,526.77	.00	229,526.77	.00
2026	050	104	7600	.00	70,000.00	53,040.00	16,960.00	.00	16,960.00	.00
DIVISION TOTALS:				***4,451,010.00***	***6,378,318.00***	***1,553,368.93***	***4,824,949.07***	***1,198,423.65***	***3,626,525.42***	***.00***
107 Procurement										
2026	050	107	7100	905,530.00	905,530.00	436,682.06	468,847.94	.00	468,847.94	.00
2026	050	107	7200	49,020.00	71,756.00	26,228.64	45,527.36	19,786.00	25,741.36	.00
2026	050	107	7300	46,920.00	39,420.00	1,058.42	38,361.58	.00	38,361.58	.00
2026	050	107	7400	178,800.00	163,564.00	96,479.55	67,084.45	634.45	66,450.00	.00
2026	050	107	7500	273,330.00	273,330.00	158,734.55	114,595.45	.00	114,595.45	.00
DIVISION TOTALS:				***1,453,600.00***	***1,453,600.00***	***719,183.22***	***734,416.78***	***20,420.45***	***713,996.33***	***.00***
108 Dept of Performance & Data Analytics										
2026	050	108	7100	1,547,670.00	1,547,670.00	514,934.39	1,032,735.61	.00	1,032,735.61	.00
2026	050	108	7200	105,290.00	104,090.00	19,293.30	84,796.70	15,694.63	69,102.07	.00
2026	050	108	7300	12,890.00	12,890.00	9,234.89	3,655.11	217.52	3,437.59	.00
2026	050	108	7400	400.00	1,600.00	694.29	905.71	805.71	100.00	.00
2026	050	108	7500	435,680.00	435,680.00	164,144.16	271,535.84	.00	271,535.84	.00
DIVISION TOTALS:				***2,101,930.00***	***2,101,930.00***	***708,301.03***	***1,393,628.97***	***16,717.86***	***1,376,911.11***	***.00***
109 Internal Audit										
2026	050	109	7100	402,250.00	402,250.00	127,526.83	274,723.17	.00	274,723.17	.00
2026	050	109	7200	11,160.00	10,760.00	1,833.41	8,926.59	125.48	8,801.11	.00
2026	050	109	7300	1,710.00	1,710.00	.00	1,710.00	500.00	1,210.00	.00
2026	050	109	7400	1,600.00	2,000.00	1,226.86	773.14	395.14	378.00	.00
2026	050	109	7500	143,790.00	143,790.00	48,719.94	95,070.06	.00	95,070.06	.00
DIVISION TOTALS:				***560,510.00***	***560,510.00***	***179,307.04***	***381,202.96***	***1,020.62***	***380,182.34***	***.00***
DEPARTMENT TOTALS:				***48,580,330.00***	***59,323,024.00***	***21,375,457.42***	***37,947,566.58***	***10,374,616.24***	***27,572,950.34***	***5,822.05***
PERCENT EXPENDED:				***36.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***53.5***		
110 Department Of Law										
111 Civil										
2026	050	111	7100	5,241,900.00	5,241,900.00	1,904,041.63	3,337,858.37	.00	3,337,858.37	.00
2026	050	111	7200	430,890.00	430,890.00	111,134.43	319,755.57	241,183.23	78,572.34	.00
2026	050	111	7300	18,450.00	18,450.00	3,599.31	14,850.69	6,453.14	8,397.55	.00
2026	050	111	7400	218,490.00	218,490.00	86,976.01	131,513.99	51,691.57	79,822.42	.00
2026	050	111	7500	1,809,080.00	1,809,080.00	680,097.27	1,128,982.73	.00	1,128,982.73	.00
DIVISION TOTALS:				***7,718,810.00***	***7,718,810.00***	***2,785,848.65***	***4,932,961.35***	***299,327.94***	***4,633,633.41***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
112 Administrative Hearings & Prosecution										
2026	050	112	7100	3,586,200.00	3,586,200.00	1,303,185.92	2,283,014.08	.00	2,283,014.08	.00
2026	050	112	7200	239,820.00	228,820.00	60,990.13	167,829.87	44,490.72	123,339.15	.00
2026	050	112	7300	16,820.00	16,820.00	9,755.48	7,064.52	7,015.50	49.02	.00
2026	050	112	7400	25,580.00	36,580.00	14,942.28	21,637.72	10,617.72	11,020.00	.00
2026	050	112	7500	1,145,150.00	1,145,150.00	471,092.32	674,057.68	.00	674,057.68	.00
DIVISION TOTALS:				***5,013,570.00***	***5,013,570.00***	***1,859,966.13***	***3,153,603.87***	***62,123.94***	***3,091,479.93***	***.00***
DEPARTMENT TOTALS:				***12,732,380.00***	***12,732,380.00***	***4,645,814.78***	***8,086,565.22***	***361,451.88***	***7,725,113.34***	***.00***
PERCENT EXPENDED: 36.5				***PERCENT EXPENDED AND ENCUMBERED:***				***39.3***		
120 Department Of Human Resources										
121 Department Of Human Resources										
2026	050	121	7100	3,698,800.00	3,698,800.00	1,420,179.22	2,278,620.78	.00	2,278,620.78	.00
2026	050	121	7200	659,660.00	659,660.00	152,077.66	507,582.34	327,578.51	180,003.83	6,750.00
2026	050	121	7300	35,720.00	35,720.00	3,589.75	32,130.25	1,787.18	30,343.07	.00
2026	050	121	7400	15,360.00	15,360.00	2,500.81	12,859.19	3,295.24	9,563.95	.00
2026	050	121	7500	1,070,380.00	1,070,380.00	493,716.61	576,663.39	.00	576,663.39	.00
DIVISION TOTALS:				***5,479,920.00***	***5,479,920.00***	***2,072,064.05***	***3,407,855.95***	***332,660.93***	***3,075,195.02***	***6,750.00***
DEPARTMENT TOTALS:				***5,479,920.00***	***5,479,920.00***	***2,072,064.05***	***3,407,855.95***	***332,660.93***	***3,075,195.02***	***6,750.00***
PERCENT EXPENDED: 37.8				***PERCENT EXPENDED AND ENCUMBERED:***				***43.9***		
130 Department Of Finance										
131 Finance, Office Of Director										
2026	050	131	7100	345,680.00	345,680.00	162,971.73	182,708.27	.00	182,708.27	.00
2026	050	131	7200	19,210.00	15,410.00	7,635.48	7,774.52	.00	7,774.52	.00
2026	050	131	7300	3,750.00	3,750.00	233.47	3,516.53	1,500.00	2,016.53	.00
2026	050	131	7400	4,710.00	8,510.00	606.31	7,903.69	544.00	7,359.69	.00
2026	050	131	7500	58,660.00	58,660.00	55,376.50	3,283.50	.00	3,283.50	.00
DIVISION TOTALS:				***432,010.00***	***432,010.00***	***226,823.49***	***205,186.51***	***2,044.00***	***203,142.51***	***.00***
133 Finance, Accounts & Audits										
2026	050	133	7100	1,311,910.00	1,311,910.00	454,037.35	857,872.65	.00	857,872.65	.00
2026	050	133	7200	119,370.00	116,563.00	5,354.40	111,208.60	5,239.73	105,968.87	.00
2026	050	133	7300	8,000.00	8,000.00	321.60	7,678.40	4,706.05	2,972.35	.00
2026	050	133	7400	5,330.00	116,400.00	108,797.47	7,602.53	2,231.95	5,370.58	.00
2026	050	133	7500	420,270.00	420,270.00	162,721.40	257,548.60	.00	257,548.60	.00
DIVISION TOTALS:				***1,864,880.00***	***1,973,143.00***	***731,232.22***	***1,241,910.78***	***12,177.73***	***1,229,733.05***	***.00***
134 Finance, Treasury										
2026	050	134	7100	793,570.00	793,570.00	304,939.84	488,630.16	.00	488,630.16	.00
2026	050	134	7200	152,960.00	152,960.00	17,557.11	135,402.89	30,125.16	105,277.73	.00
2026	050	134	7300	40,760.00	40,760.00	3,829.35	36,930.65	4,232.52	32,698.13	.00
2026	050	134	7400	93,460.00	353,460.00	263,474.86	89,985.14	343.35	89,641.79	.00
2026	050	134	7500	295,080.00	295,080.00	118,129.04	176,950.96	.00	176,950.96	.00
DIVISION TOTALS:				***1,375,830.00***	***1,635,830.00***	***707,930.20***	***927,899.80***	***34,701.03***	***893,198.77***	***.00***
135 Finance, Risk Management										
2026	050	135	7300	60.00	60.00	.00	60.00	.00	60.00	.00
2026	050	135	7400	603,330.00	603,330.00	.00	603,330.00	.00	603,330.00	.00
DIVISION TOTALS:				***603,390.00***	***603,390.00***	***.00***	***603,390.00***	***.00***	***603,390.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
136 Finance, Income Tax										
2026	050	136	7100	2,696,400.00	2,696,400.00	943,659.24	1,752,740.76	.00	1,752,740.76	.00
2026	050	136	7200	304,350.00	304,350.00	37,107.50	267,242.50	4,317.54	262,924.96	3,500.00
2026	050	136	7300	14,300.00	14,300.00	4,802.36	9,497.64	2,062.84	7,434.80	.00
2026	050	136	7400	170,600.00	170,600.00	126,834.39	43,765.61	1,760.61	42,005.00	.00
2026	050	136	7500	958,880.00	958,880.00	357,107.29	601,772.71	.00	601,772.71	.00
DIVISION TOTALS:				***4,144,530.00***	***4,144,530.00***	***1,469,510.78***	***2,675,019.22***	***8,140.99***	***2,666,878.23***	***3,500.00***
DEPARTMENT TOTALS:				***8,420,640.00***	***8,788,903.00***	***3,135,496.69***	***5,653,406.31***	***57,063.75***	***5,596,342.56***	***3,500.00***
PERCENT EXPENDED: 35.7				***PERCENT EXPENDED AND ENCUMBERED:***				***36.3***		
160 Community Developmt										
161 Comm Dvlp, Office Of The Director										
2026	050	161	7100	771,990.00	771,990.00	184,617.57	587,372.43	.00	587,372.43	.00
2026	050	161	7200	82,980.00	357,980.00	12,159.42	345,820.58	275,358.00	70,462.58	.00
2026	050	161	7300	14,470.00	14,470.00	249.00	14,221.00	.00	14,221.00	.00
2026	050	161	7400	309,590.00	309,590.00	246,442.44	63,147.56	14,676.14	48,471.42	.00
2026	050	161	7500	259,960.00	259,960.00	86,587.41	173,372.59	.00	173,372.59	.00
DIVISION TOTALS:				***1,438,990.00***	***1,713,990.00***	***530,055.84***	***1,183,934.16***	***290,034.14***	***893,900.02***	***.00***
162 Comm Dvlp, Division Of Housing Devel										
2026	050	162	7100	142,580.00	142,580.00	63,744.28	78,835.72	.00	78,835.72	.00
2026	050	162	7200	5,250.00	5,250.00	.00	5,250.00	.00	5,250.00	.00
2026	050	162	7400	796,590.00	991,460.00	161,328.07	830,131.93	3,450.00	826,681.93	.00
2026	050	162	7500	58,840.00	58,840.00	41,112.48	17,727.52	.00	17,727.52	.00
DIVISION TOTALS:				***1,003,260.00***	***1,198,130.00***	***266,184.83***	***931,945.17***	***3,450.00***	***928,495.17***	***.00***
164 Division Of Community Devel										
2026	050	164	7100	995,950.00	995,950.00	325,556.80	670,393.20	.00	670,393.20	.00
2026	050	164	7200	980,020.00	2,531,525.00	337,901.94	2,193,623.06	213,485.35	1,980,137.71	.00
2026	050	164	7300	15,610.00	15,610.00	313.43	15,296.57	4,867.98	10,428.59	.00
2026	050	164	7400	5,200.00	1,311,200.00	206,220.95	1,104,979.05	39.05	1,104,940.00	.00
2026	050	164	7500	232,580.00	232,580.00	94,545.27	138,034.73	.00	138,034.73	.00
DIVISION TOTALS:				***2,229,360.00***	***5,086,865.00***	***964,538.39***	***4,122,326.61***	***218,392.38***	***3,903,934.23***	***.00***
DEPARTMENT TOTALS:				***4,671,610.00***	***7,998,985.00***	***1,760,779.06***	***6,238,205.94***	***511,876.52***	***5,726,329.42***	***.00***
PERCENT EXPENDED: 22.0				***PERCENT EXPENDED AND ENCUMBERED:***				***28.4***		
170 Department Of Planning & Build										
171 City Planning										
2026	050	171	7100	1,445,080.00	1,445,080.00	579,229.40	865,850.60	.00	865,850.60	.00
2026	050	171	7200	62,130.00	562,130.00	37,699.60	524,430.40	120,275.50	404,154.90	.00
2026	050	171	7300	13,300.00	13,300.00	2,771.75	10,528.25	8,870.96	1,657.29	.00
2026	050	171	7400	18,090.00	18,090.00	5,365.24	12,724.76	5,978.74	6,746.02	.00
2026	050	171	7500	477,270.00	477,270.00	221,552.85	255,717.15	.00	255,717.15	.00
DIVISION TOTALS:				***2,015,870.00***	***2,515,870.00***	***846,618.84***	***1,669,251.16***	***135,125.20***	***1,534,125.96***	***.00***
DEPARTMENT TOTALS:				***2,015,870.00***	***2,515,870.00***	***846,618.84***	***1,669,251.16***	***135,125.20***	***1,534,125.96***	***.00***
PERCENT EXPENDED: 33.7				***PERCENT EXPENDED AND ENCUMBERED:***				***39.0***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
180 Citizens' Complaint Authority										
181 Citizens' Complaint Authority										
2026	050	181	7100	956,960.00	956,960.00	333,113.39	623,846.61	.00	623,846.61	.00
2026	050	181	7200	43,700.00	43,700.00	13,013.38	30,686.62	2,316.28	28,370.34	.00
2026	050	181	7300	9,010.00	9,010.00	1,034.26	7,975.74	1,345.01	6,630.73	.00
2026	050	181	7400	1,200.00	1,200.00	356.16	843.84	843.84	.00	.00
2026	050	181	7500	315,350.00	315,350.00	119,762.74	195,587.26	.00	195,587.26	.00
DIVISION TOTALS:				***1,326,220.00***	***1,326,220.00***	***467,279.93***	***858,940.07***	***4,505.13***	***854,434.94***	***.00***
DEPARTMENT TOTALS:				***1,326,220.00***	***1,326,220.00***	***467,279.93***	***858,940.07***	***4,505.13***	***854,434.94***	***.00***
PERCENT EXPENDED:				***35.2***	***PERCENT EXPENDED AND ENCUMBERED:***			***35.6***		
190 Dept Of Public Recreation										
191 Recreation West Region										
2026	050	191	7100	1,846,810.00	1,846,810.00	910,958.41	935,851.59	.00	935,851.59	.00
2026	050	191	7200	543,460.00	536,460.00	267,908.53	268,551.47	175,002.11	93,549.36	.00
2026	050	191	7300	73,830.00	73,830.00	36,915.29	36,914.71	203.76	36,710.95	.00
2026	050	191	7400	9,170.00	16,170.00	4,263.16	11,906.84	11,381.96	524.88	.00
2026	050	191	7500	596,330.00	596,330.00	252,932.38	343,397.62	.00	343,397.62	.00
DIVISION TOTALS:				***3,069,600.00***	***3,069,600.00***	***1,472,977.77***	***1,596,622.23***	***186,587.83***	***1,410,034.40***	***.00***
192 Recreation East Region										
2026	050	192	7100	1,661,320.00	1,661,320.00	919,263.12	742,056.88	.00	742,056.88	.00
2026	050	192	7200	326,830.00	322,280.00	179,897.20	142,382.80	126,533.64	15,849.16	.00
2026	050	192	7300	66,640.00	64,140.00	40,289.84	23,850.16	51.85	23,798.31	.00
2026	050	192	7400	13,880.00	20,930.00	7,974.29	12,955.71	12,529.86	425.85	.00
2026	050	192	7500	561,280.00	561,280.00	248,779.94	312,500.06	.00	312,500.06	.00
DIVISION TOTALS:				***2,629,950.00***	***2,629,950.00***	***1,396,204.39***	***1,233,745.61***	***139,115.35***	***1,094,630.26***	***.00***
193 Recreation Central Region										
2026	050	193	7100	1,743,530.00	1,743,530.00	951,548.09	791,981.91	.00	791,981.91	.00
2026	050	193	7200	357,120.00	357,120.00	165,215.52	191,904.48	159,850.13	32,054.35	.00
2026	050	193	7300	54,380.00	54,380.00	35,144.32	19,235.68	42.70	19,192.98	.00
2026	050	193	7400	4,430.00	4,430.00	.00	4,430.00	3,665.92	764.08	.00
2026	050	193	7500	584,580.00	584,580.00	251,497.61	333,082.39	.00	333,082.39	.00
DIVISION TOTALS:				***2,744,040.00***	***2,744,040.00***	***1,403,405.54***	***1,340,634.46***	***163,558.75***	***1,177,075.71***	***.00***
194 Recreation Maintenance										
2026	050	194	7100	2,310,840.00	2,310,840.00	1,326,737.44	984,102.56	.00	984,102.56	.00
2026	050	194	7200	666,680.00	662,680.00	313,896.69	348,783.31	66,777.81	282,005.50	.00
2026	050	194	7300	545,150.00	542,650.00	261,105.86	281,544.14	131,175.71	150,368.43	.00
2026	050	194	7400	10,690.00	17,190.00	4,333.45	12,856.55	10,757.74	2,098.81	.00
2026	050	194	7500	938,400.00	938,400.00	531,472.57	406,927.43	.00	406,927.43	.00
DIVISION TOTALS:				***4,471,760.00***	***4,471,760.00***	***2,437,546.01***	***2,034,213.99***	***208,711.26***	***1,825,502.73***	***.00***
197 Recreation Athletics										
2026	050	197	7100	2,084,140.00	2,084,140.00	2,084,099.60	40.40	.00	40.40	.00
2026	050	197	7200	484,150.00	484,150.00	223,583.28	260,566.72	114,915.56	145,651.16	.00
2026	050	197	7300	93,900.00	91,400.00	25,308.73	66,091.27	4.92	66,086.35	.00
2026	050	197	7400	9,180.00	11,680.00	898.87	10,781.13	8,606.13	2,175.00	.00
2026	050	197	7500	342,830.00	342,830.00	224,115.78	118,714.22	.00	118,714.22	.00
DIVISION TOTALS:				***3,014,200.00***	***3,014,200.00***	***2,558,006.26***	***456,193.74***	***123,526.61***	***332,667.13***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
199 Recreation Administration										
2026	050	199	7100	2,873,510.00	2,873,510.00	1,222,672.55	1,650,837.45	.00	1,650,837.45	.00
2026	050	199	7200	177,550.00	177,550.00	64,088.38	113,461.62	29,123.20	84,338.42	.00
2026	050	199	7300	20,750.00	20,750.00	7,138.03	13,611.97	390.94	13,221.03	.00
2026	050	199	7400	45,540.00	45,540.00	12,869.10	32,670.90	11,224.75	21,446.15	.00
2026	050	199	7500	1,026,560.00	1,026,560.00	431,155.45	595,404.55	.00	595,404.55	.00
2026	050	199	7600	20,400.00	20,400.00	.00	20,400.00	.00	20,400.00	.00
DIVISION TOTALS:				***4,164,310.00***	***4,164,310.00***	***1,737,923.51***	***2,426,386.49***	***40,738.89***	***2,385,647.60***	***.00***
DEPARTMENT TOTALS:				***20,093,860.00***	***20,093,860.00***	***11,006,063.48***	***9,087,796.52***	***862,238.69***	***8,225,557.83***	***.00***
PERCENT EXPENDED: 54.8				***PERCENT EXPENDED AND ENCUMBERED:***				***59.1***		
200 Department Of Parks										
201 Parks, Office Of The Director										
2026	050	201	7100	608,920.00	608,920.00	206,299.68	402,620.32	.00	402,620.32	.00
2026	050	201	7200	.00	2,910.00	2,130.18	779.82	.00	779.82	.00
2026	050	201	7300	12,910.00	5,500.00	.00	5,500.00	1,425.60	4,074.40	.00
2026	050	201	7400	.00	4,500.00	299.00	4,201.00	.00	4,201.00	.00
2026	050	201	7500	219,240.00	219,240.00	81,104.84	138,135.16	.00	138,135.16	.00
DIVISION TOTALS:				***841,070.00***	***841,070.00***	***289,833.70***	***551,236.30***	***1,425.60***	***549,810.70***	***.00***
202 Parks, Operations & Facility Mgmt										
2026	050	202	7100	4,188,500.00	4,188,500.00	2,924,122.94	1,264,377.06	.00	1,264,377.06	.00
2026	050	202	7200	1,633,230.00	1,660,569.00	541,756.03	1,118,812.97	749,610.80	369,202.17	.00
2026	050	202	7300	815,710.00	762,223.00	363,210.73	399,012.27	251,411.14	147,601.13	.00
2026	050	202	7400	1,143,640.00	1,169,788.00	973,000.69	196,787.31	165,155.23	31,632.08	.00
2026	050	202	7500	1,643,620.00	1,643,620.00	1,127,476.98	516,143.02	.00	516,143.02	.00
DIVISION TOTALS:				***9,424,700.00***	***9,424,700.00***	***5,929,567.37***	***3,495,132.63***	***1,166,177.17***	***2,328,955.46***	***.00***
203 Parks, Adm & Program Services										
2026	050	203	7100	1,277,200.00	1,277,200.00	859,412.64	417,787.36	.00	417,787.36	.00
2026	050	203	7200	118,680.00	118,680.00	109,620.60	9,059.40	.00	9,059.40	.00
2026	050	203	7300	54,700.00	54,700.00	998.35	53,701.65	861.47	52,840.18	.00
2026	050	203	7400	2,310.00	2,310.00	538.85	1,771.15	.00	1,771.15	.00
2026	050	203	7500	420,890.00	420,890.00	327,072.03	93,817.97	.00	93,817.97	.00
DIVISION TOTALS:				***1,873,780.00***	***1,873,780.00***	***1,297,642.47***	***576,137.53***	***861.47***	***575,276.06***	***.00***
DEPARTMENT TOTALS:				***12,139,550.00***	***12,139,550.00***	***7,517,043.54***	***4,622,506.46***	***1,168,464.24***	***3,454,042.22***	***.00***
PERCENT EXPENDED: 61.9				***PERCENT EXPENDED AND ENCUMBERED:***				***71.5***		
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2026	050	211	7100	9,974,120.00	9,974,120.00	4,058,570.32	5,915,549.68	.00	5,915,549.68	.00
2026	050	211	7200	2,031,410.00	2,306,410.00	240,653.63	2,065,756.37	62,140.00	2,003,616.37	150,000.00
2026	050	211	7300	343,230.00	343,230.00	37,659.00	305,571.00	58,570.17	247,000.83	.00
2026	050	211	7400	516,630.00	516,630.00	273,148.85	243,481.15	155,646.61	87,834.54	.00
2026	050	211	7500	3,913,560.00	3,913,560.00	1,714,883.76	2,198,676.24	.00	2,198,676.24	.00
DIVISION TOTALS:				***16,778,950.00***	***17,053,950.00***	***6,324,915.56***	***10,729,034.44***	***276,356.78***	***10,452,677.66***	***150,000.00***
DEPARTMENT TOTALS:				***16,778,950.00***	***17,053,950.00***	***6,324,915.56***	***10,729,034.44***	***276,356.78***	***10,452,677.66***	***150,000.00***
PERCENT EXPENDED: 37.1				***PERCENT EXPENDED AND ENCUMBERED:***				***38.7***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
220 Department of Police										
222 Department Of Police										
2026	050	222	7100	75,518,950.00	76,718,950.00	32,517,618.81	44,201,331.19	.00	44,201,331.19	.00
2026	050	222	7200	4,644,670.00	4,644,670.00	1,632,814.02	3,011,855.98	1,091,071.84	1,920,784.14	.00
2026	050	222	7300	1,290,420.00	1,290,420.00	424,996.32	865,423.68	96,504.52	768,919.16	.00
2026	050	222	7400	218,910.00	218,910.00	44,791.72	174,118.28	118,230.05	55,888.23	.00
2026	050	222	7500	25,015,490.00	25,015,490.00	12,613,449.60	12,402,040.40	.00	12,402,040.40	.00
DIVISION TOTALS:				***106,688,440.00***	***107,888,440.00***	***47,233,670.47***	***60,654,769.53***	***1,305,806.41***	***59,348,963.12***	***.00***
225 Police - Investigations										
2026	050	225	7100	16,354,690.00	16,354,690.00	6,103,003.98	10,251,686.02	.00	10,251,686.02	.00
2026	050	225	7200	1,708,600.00	1,808,600.00	579,088.16	1,229,511.84	684,108.80	545,403.04	.00
2026	050	225	7300	136,650.00	136,650.00	56,050.04	80,599.96	42,459.49	38,140.47	.00
2026	050	225	7400	77,660.00	77,660.00	42,060.45	35,599.55	39,507.53	-3,907.98	.00
2026	050	225	7500	5,223,830.00	5,223,830.00	2,411,801.57	2,812,028.43	.00	2,812,028.43	.00
DIVISION TOTALS:				***23,501,430.00***	***23,601,430.00***	***9,192,004.20***	***14,409,425.80***	***766,075.82***	***13,643,349.98***	***.00***
226 Police - Support										
2026	050	226	7100	8,315,270.00	8,315,270.00	3,520,715.53	4,794,554.47	.00	4,794,554.47	.00
2026	050	226	7200	766,000.00	796,000.00	542,627.17	253,372.83	94,849.94	158,522.89	.00
2026	050	226	7300	820,450.00	860,450.00	42,370.05	818,079.95	40,147.37	777,932.58	.00
2026	050	226	7400	76,530.00	76,530.00	356.32	76,173.68	5,637.40	70,536.28	.00
2026	050	226	7500	2,834,150.00	2,834,150.00	1,294,049.09	1,540,100.91	.00	1,540,100.91	.00
DIVISION TOTALS:				***12,812,400.00***	***12,882,400.00***	***5,400,118.16***	***7,482,281.84***	***140,634.71***	***7,341,647.13***	***.00***
227 Police - Administration										
2026	050	227	7100	23,551,050.00	23,551,050.00	8,477,561.86	15,073,488.14	.00	15,073,488.14	.00
2026	050	227	7200	10,830,670.00	11,111,918.00	2,242,660.26	8,869,257.74	3,452,936.64	5,416,321.10	135,000.00
2026	050	227	7300	768,800.00	1,729,552.00	454,351.56	1,275,200.44	1,189,041.66	86,158.78	8,732.24
2026	050	227	7400	858,740.00	858,740.00	377,333.48	481,406.52	334,402.15	147,004.37	40,397.33
2026	050	227	7500	9,447,650.00	9,447,650.00	2,889,787.82	6,557,862.18	.00	6,557,862.18	.00
DIVISION TOTALS:				***45,456,910.00***	***46,698,910.00***	***14,441,694.98***	***32,257,215.02***	***4,976,380.45***	***27,280,834.57***	***184,129.57***
DEPARTMENT TOTALS:				***188,459,180.00***	***191,071,180.00***	***76,267,487.81***	***114,803,692.19***	***7,188,897.39***	***107,614,794.80***	***184,129.57***
PERCENT EXPENDED:				***39.9***	***PERCENT EXPENDED AND ENCUMBERED:***			***43.7***		
230 Dept Of Transportation & Engin										
231 Trans & Eng, Director										
2026	050	231	7100	589,240.00	589,240.00	196,582.41	392,657.59	.00	392,657.59	.00
2026	050	231	7200	24,500.00	31,000.00	6,916.68	24,083.32	2,500.00	21,583.32	.00
2026	050	231	7300	62,230.00	55,730.00	2,495.69	53,234.31	17,390.84	35,843.47	.00
2026	050	231	7400	16,820.00	16,820.00	8,671.94	8,148.06	525.66	7,622.40	.00
2026	050	231	7500	153,780.00	153,780.00	112,565.57	41,214.43	.00	41,214.43	.00
DIVISION TOTALS:				***846,570.00***	***846,570.00***	***327,232.29***	***519,337.71***	***20,416.50***	***498,921.21***	***.00***
232 Div Of Transportation Planning										
2026	050	232	7100	253,100.00	253,100.00	24,654.10	228,445.90	.00	228,445.90	.00
2026	050	232	7200	48,830.00	48,720.00	8,072.69	40,647.31	37,851.63	2,795.68	.00
2026	050	232	7300	.00	110.00	109.99	.01	.00	.01	.00
2026	050	232	7500	94,220.00	94,220.00	10,386.49	83,833.51	.00	83,833.51	.00
DIVISION TOTALS:				***396,150.00***	***396,150.00***	***43,223.27***	***352,926.73***	***37,851.63***	***315,075.10***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
233 Division Of Engineering										
2026	050	233	7100	83,950.00	83,950.00	-1,018.78	84,968.78	.00	84,968.78	.00
2026	050	233	7200	4,090.00	104,090.00	1,637.85	102,452.15	100,168.97	2,283.18	.00
2026	050	233	7400	.00	.00	.00	.00	.00	.00	.00
2026	050	233	7500	19,240.00	19,240.00	-758.50	19,998.50	.00	19,998.50	.00
DIVISION TOTALS:				***107,280.00***	***207,280.00***	***-139.43***	***207,419.43***	***100,168.97***	***107,250.46***	***.00***
239 Division Of Traffic Engineer										
2026	050	239	7200	2,692,760.00	2,947,760.00	345,312.01	2,602,447.99	2,221,554.76	380,893.23	.00
2026	050	239	7300	10,000.00	955,000.00	7,900.00	947,100.00	.00	947,100.00	.00
DIVISION TOTALS:				***2,702,760.00***	***3,902,760.00***	***353,212.01***	***3,549,547.99***	***2,221,554.76***	***1,327,993.23***	***.00***
DEPARTMENT TOTALS:				***4,052,760.00***	***5,352,760.00***	***723,528.14***	***4,629,231.86***	***2,379,991.86***	***2,249,240.00***	***.00***
PERCENT EXPENDED: 13.5				***PERCENT EXPENDED AND ENCUMBERED:***				***58.0***		
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2026	050	248	7100	133,620.00	133,620.00	22,774.34	110,845.66	.00	110,845.66	.00
2026	050	248	7500	70,280.00	70,280.00	10,564.45	59,715.55	.00	59,715.55	.00
DIVISION TOTALS:				***203,900.00***	***203,900.00***	***33,338.79***	***170,561.21***	***.00***	***170,561.21***	***.00***
DEPARTMENT TOTALS:				***203,900.00***	***203,900.00***	***33,338.79***	***170,561.21***	***.00***	***170,561.21***	***.00***
PERCENT EXPENDED: 16.4				***PERCENT EXPENDED AND ENCUMBERED:***				***16.4***		
250 Dept Of Public Services										
251 Office Of The Director										
2026	050	251	7100	1,301,430.00	1,301,430.00	470,482.12	830,947.88	.00	830,947.88	.00
2026	050	251	7200	252,920.00	252,920.00	92,786.57	160,133.43	140,792.36	19,341.07	.00
2026	050	251	7300	27,690.00	27,690.00	21,481.53	6,208.47	4,825.75	1,382.72	.00
2026	050	251	7400	110,250.00	110,250.00	4,081.01	106,168.99	7,820.55	98,348.44	.00
2026	050	251	7500	379,690.00	379,690.00	156,925.72	222,764.28	.00	222,764.28	.00
DIVISION TOTALS:				***2,071,980.00***	***2,071,980.00***	***745,756.95***	***1,326,223.05***	***153,438.66***	***1,172,784.39***	***.00***
252 Traffic And Road Operations										
2026	050	252	7200	500,000.00	415,000.00	415,000.00	.00	.00	.00	.00
2026	050	252	7300	.00	85,000.00	82,800.00	2,200.00	.00	2,200.00	.00
DIVISION TOTALS:				***500,000.00***	***500,000.00***	***497,800.00***	***2,200.00***	***.00***	***2,200.00***	***.00***
253 Div Of Neighborhood Operations										
2026	050	253	7100	5,063,070.00	5,063,070.00	2,322,012.49	2,741,057.51	.00	2,741,057.51	.00
2026	050	253	7200	5,087,740.00	5,235,240.00	1,763,688.62	3,471,551.38	1,758,804.16	1,712,747.22	.00
2026	050	253	7300	589,290.00	589,290.00	305,749.42	283,540.58	46,967.08	236,573.50	.00
2026	050	253	7400	8,590.00	13,090.00	7,916.86	5,173.14	4,160.64	1,012.50	.00
2026	050	253	7500	1,923,780.00	1,923,780.00	1,013,515.75	910,264.25	.00	910,264.25	.00
DIVISION TOTALS:				***12,672,470.00***	***12,824,470.00***	***5,412,883.14***	***7,411,586.86***	***1,809,931.88***	***5,601,654.98***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
255 Div Of City Facility Mgmt										
2026	050	255	7100	152,710.00	152,710.00	39,743.63	112,966.37	.00	112,966.37	.00
2026	050	255	7200	2,330,830.00	2,330,830.00	883,650.24	1,447,179.76	1,415,306.04	31,873.72	.00
2026	050	255	7300	20,850.00	20,850.00	7,682.75	13,167.25	1,958.00	11,209.25	.00
2026	050	255	7400	806,020.00	806,020.00	802,342.96	3,677.04	81.33	3,595.71	.00
2026	050	255	7500	73,930.00	73,930.00	19,215.93	54,714.07	.00	54,714.07	.00
DIVISION TOTALS:				***3,384,340.00***	***3,384,340.00***	***1,752,635.51***	***1,631,704.49***	***1,417,345.37***	***214,359.12***	***.00***
DEPARTMENT TOTALS:				***18,628,790.00***	***18,780,790.00***	***8,409,075.60***	***10,371,714.40***	***3,380,715.91***	***6,990,998.49***	***.00***
PERCENT EXPENDED: 44.8				***PERCENT EXPENDED AND ENCUMBERED:***				***62.8***		
270 Department Of Fire										
271 Fire - Response										
2026	050	271	7100	92,921,650.00	92,921,650.00	35,550,312.65	57,371,337.35	.00	57,371,337.35	.00
2026	050	271	7200	7,075,600.00	7,075,600.00	2,460,972.89	4,614,627.11	1,415,297.61	3,199,329.50	67,545.60
2026	050	271	7300	2,473,170.00	2,473,170.00	772,766.89	1,700,403.11	425,228.73	1,275,174.38	.00
2026	050	271	7400	1,157,500.00	1,157,500.00	30,046.76	1,127,453.24	3,758.22	1,123,695.02	.00
2026	050	271	7500	38,117,090.00	38,117,090.00	16,058,880.02	22,058,209.98	.00	22,058,209.98	.00
DIVISION TOTALS:				***141,745,010.00***	***141,745,010.00***	***54,872,979.21***	***86,872,030.79***	***1,844,284.56***	***85,027,746.23***	***67,545.60***
272 Fire - Support Services										
2026	050	272	7100	11,702,900.00	11,702,900.00	3,774,089.77	7,928,810.23	.00	7,928,810.23	.00
2026	050	272	7200	573,950.00	573,950.00	174,021.75	399,928.25	60,932.65	338,995.60	.00
2026	050	272	7300	1,123,910.00	1,123,910.00	57,639.13	1,066,270.87	257,905.43	808,365.44	34,410.40
2026	050	272	7400	492,930.00	492,930.00	313,841.02	179,088.98	19,708.02	159,380.96	.00
2026	050	272	7500	4,651,200.00	4,651,200.00	1,545,922.89	3,105,277.11	.00	3,105,277.11	.00
DIVISION TOTALS:				***18,544,890.00***	***18,544,890.00***	***5,865,514.56***	***12,679,375.44***	***338,546.10***	***12,340,829.34***	***34,410.40***
DEPARTMENT TOTALS:				***160,289,900.00***	***160,289,900.00***	***60,738,493.77***	***99,551,406.23***	***2,182,830.66***	***97,368,575.57***	***101,956.00***
PERCENT EXPENDED: 37.9				***PERCENT EXPENDED AND ENCUMBERED:***				***39.3***		
280										
281 Economic Inclusion										
2026	050	281	7100	1,058,640.00	1,058,640.00	380,384.76	678,255.24	.00	678,255.24	.00
2026	050	281	7200	25,690.00	124,900.00	10,428.21	114,471.79	115,000.00	-528.21	.00
2026	050	281	7300	26,210.00	26,210.00	445.20	25,764.80	.00	25,764.80	.00
2026	050	281	7400	84,300.00	100,090.00	74,845.29	25,244.71	18,287.58	6,957.13	.00
2026	050	281	7500	349,040.00	349,040.00	156,106.01	192,933.99	.00	192,933.99	.00
DIVISION TOTALS:				***1,543,880.00***	***1,658,880.00***	***622,209.47***	***1,036,670.53***	***133,287.58***	***903,382.95***	***.00***
DEPARTMENT TOTALS:				***1,543,880.00***	***1,658,880.00***	***622,209.47***	***1,036,670.53***	***133,287.58***	***903,382.95***	***.00***
PERCENT EXPENDED: 37.5				***PERCENT EXPENDED AND ENCUMBERED:***				***45.5***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	050	911	7500	836,760.00	836,760.00	836,760.00	.00	.00	.00	.00
DIVISION TOTALS:				***836,760.00***	***836,760.00***	***836,760.00***	***.00***	***.00***	***.00***	***.00***
915 Contribution to Total Benefit Arrangement										
2026	050	915	7500	106,000.00	.00	.00	.00	.00	.00	.00
DIVISION TOTALS:				***106,000.00***	***.00***	***.00***	***.00***	***.00***	***.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
919 Public Employee Assistance										
2026	050	919	7500	639,000.00	639,000.00	639,000.00	.00	.00	.00	.00
DIVISION TOTALS:				***639,000.00***	***639,000.00***	***639,000.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***1,581,760.00***	***1,475,760.00***	***1,475,760.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	050	921	7500	5,176,660.00	5,176,660.00	5,176,660.00	.00	.00	.00	.00
DIVISION TOTALS:				***5,176,660.00***	***5,176,660.00***	***5,176,660.00***	***.00***	***.00***	***.00***	***.00***
922 Police & Fire Fighter's Ins										
2026	050	922	7400	320,000.00	320,000.00	184,999.98	135,000.02	.00	135,000.02	.00
DIVISION TOTALS:				***320,000.00***	***320,000.00***	***184,999.98***	***135,000.02***	***.00***	***135,000.02***	***.00***
923 State Unemployment Comp										
2026	050	923	7500	150,000.00	150,000.00	68,679.39	81,320.61	43,432.76	37,887.85	.00
DIVISION TOTALS:				***150,000.00***	***150,000.00***	***68,679.39***	***81,320.61***	***43,432.76***	***37,887.85***	***.00***
924 Lump Sum Payment										
2026	050	924	7100	1,574,110.00	1,539,110.00	130,432.45	1,408,677.55	.00	1,408,677.55	.00
DIVISION TOTALS:				***1,574,110.00***	***1,539,110.00***	***130,432.45***	***1,408,677.55***	***.00***	***1,408,677.55***	***.00***
928 Tuition Reimbursement										
2026	050	928	7400	100,000.00	100,000.00	.00	100,000.00	.00	100,000.00	.00
DIVISION TOTALS:				***100,000.00***	***100,000.00***	***.00***	***100,000.00***	***.00***	***100,000.00***	***.00***
DEPARTMENT TOTALS:				***7,320,770.00***	***7,285,770.00***	***5,560,771.82***	***1,724,998.18***	***43,432.76***	***1,681,565.42***	***.00***
PERCENT EXPENDED: 76.3				***PERCENT EXPENDED AND ENCUMBERED:***				***76.9***		
940 Govt'Al & Prof'Al Services										
941 Audit And Examiner's Fees										
2026	050	941	7200	439,000.00	439,000.00	101,930.00	337,070.00	297,135.00	39,935.00	.00
2026	050	941	7400	15,180.00	15,180.00	.00	15,180.00	.00	15,180.00	.00
DIVISION TOTALS:				***454,180.00***	***454,180.00***	***101,930.00***	***352,250.00***	***297,135.00***	***55,115.00***	***.00***
942 Hamco Treasurer & Auditor Fees										
2026	050	942	7200	500,000.00	500,000.00	263,706.83	236,293.17	.00	236,293.17	.00
DIVISION TOTALS:				***500,000.00***	***500,000.00***	***263,706.83***	***236,293.17***	***.00***	***236,293.17***	***.00***
944 General Fund Overhead										
2026	050	944	7100	86,440.00	86,440.00	86,440.00	.00	.00	.00	.00
DIVISION TOTALS:				***86,440.00***	***86,440.00***	***86,440.00***	***.00***	***.00***	***.00***	***.00***
946 Election Expense										
2026	050	946	7200	50,000.00	50,000.00	.00	50,000.00	.00	50,000.00	.00
2026	050	946	7400	510,000.00	510,000.00	.00	510,000.00	.00	510,000.00	.00
DIVISION TOTALS:				***560,000.00***	***560,000.00***	***.00***	***560,000.00***	***.00***	***560,000.00***	***.00***
947 CRA Applicaiton Fee Waiver										
2026	050	947	7200	15,000.00	15,000.00	250.00	14,750.00	.00	14,750.00	.00
DIVISION TOTALS:				***15,000.00***	***15,000.00***	***250.00***	***14,750.00***	***.00***	***14,750.00***	***.00***
DEPARTMENT TOTALS:				***1,615,620.00***	***1,615,620.00***	***452,326.83***	***1,163,293.17***	***297,135.00***	***866,158.17***	***.00***
PERCENT EXPENDED: 28.0				***PERCENT EXPENDED AND ENCUMBERED:***				***46.4***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
950 Miscellaneous Accounts										
951 Judgments Against The City										
2026	050	951	7400	900,000.00	900,000.00	.00	900,000.00	900,000.00	.00	.00
DIVISION TOTALS:				***900,000.00***	***900,000.00***	***.00***	***900,000.00***	***900,000.00***	***.00***	***.00***
952 Enterprise Software and Licenses										
2026	050	952	7200	1,871,610.00	1,871,610.00	444,701.52	1,426,908.48	.00	1,426,908.48	.00
2026	050	952	7300	565,220.00	565,220.00	13,332.00	551,888.00	.00	551,888.00	.00
2026	050	952	7400	10,246,900.00	9,878,637.00	3,337,227.97	6,541,409.03	3,093,709.71	3,447,699.32	.00
DIVISION TOTALS:				***12,683,730.00***	***12,315,467.00***	***3,795,261.49***	***8,520,205.51***	***3,093,709.71***	***5,426,495.80***	***.00***
953 Memberships & Publications										
2026	050	953	7200	175,000.00	200,000.00	96,000.00	104,000.00	79,000.00	25,000.00	.00
2026	050	953	7400	90,000.00	90,000.00	5,200.00	84,800.00	.00	84,800.00	.00
DIVISION TOTALS:				***265,000.00***	***290,000.00***	***101,200.00***	***188,800.00***	***79,000.00***	***109,800.00***	***.00***
959 Manager's Office Obligations										
2026	050	959	7200	285,400.00	258,700.00	11,590.51	247,109.49	7,100.08	240,009.41	.00
2026	050	959	7300	800.00	9,100.00	6,812.69	2,287.31	2,124.00	163.31	.00
2026	050	959	7400	.00	18,400.00	17,752.87	647.13	.00	647.13	.00
DIVISION TOTALS:				***286,200.00***	***286,200.00***	***36,156.07***	***250,043.93***	***9,224.08***	***240,819.85***	***.00***
DEPARTMENT TOTALS:				***14,134,930.00***	***13,791,667.00***	***3,932,617.56***	***9,859,049.44***	***4,081,933.79***	***5,777,115.65***	***.00***
PERCENT EXPENDED:				***28.5***	***PERCENT EXPENDED AND ENCUMBERED:***			***58.1***		
960 Miscellaneous Accounts (Cont)										
963 Specl Improv District										
2026	050	963	7200	10,000.00	10,000.00	.00	10,000.00	.00	10,000.00	.00
DIVISION TOTALS:				***10,000.00***	***10,000.00***	***.00***	***10,000.00***	***.00***	***10,000.00***	***.00***
968 Port Authority Gr Cinti Dev										
2026	050	968	7200	700,000.00	800,000.00	.00	800,000.00	.00	800,000.00	.00
DIVISION TOTALS:				***700,000.00***	***800,000.00***	***.00***	***800,000.00***	***.00***	***800,000.00***	***.00***
DEPARTMENT TOTALS:				***710,000.00***	***810,000.00***	***.00***	***810,000.00***	***.00***	***810,000.00***	***.00***
PERCENT EXPENDED:				***.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***.0***		
101 Water Works FUND										
300 Department Of Water Works										
301 Water Works, Business Service										
2026	101	301	7100	8,494,760.00	8,494,760.00	2,763,019.13	5,731,740.87	.00	5,731,740.87	.00
2026	101	301	7200	2,143,090.00	2,143,090.00	354,752.87	1,788,337.13	590,062.06	1,198,275.07	500,000.00
2026	101	301	7300	208,150.00	208,150.00	35,729.51	172,420.49	26,771.72	145,648.77	26,284.42
2026	101	301	7400	1,547,170.00	1,547,170.00	252,560.30	1,294,609.70	222,652.84	1,071,956.86	.00
2026	101	301	7500	3,015,130.00	3,015,130.00	1,046,018.66	1,969,111.34	.00	1,969,111.34	.00
DIVISION TOTALS:				***15,408,300.00***	***15,408,300.00***	***4,452,080.47***	***10,956,219.53***	***839,486.62***	***10,116,732.91***	***526,284.42***
302 Water Works, Commercial Services										
2026	101	302	7100	7,589,420.00	7,589,420.00	2,632,561.63	4,956,858.37	.00	4,956,858.37	.00
2026	101	302	7200	4,405,930.00	4,405,930.00	821,933.11	3,583,996.89	2,381,889.63	1,202,107.26	.00
2026	101	302	7300	979,300.00	979,300.00	539,163.30	440,136.70	56,669.14	383,467.56	.00
2026	101	302	7400	33,480.00	33,480.00	4,811.73	28,668.27	4,672.00	23,996.27	.00
2026	101	302	7500	2,989,440.00	2,989,440.00	1,129,204.13	1,860,235.87	.00	1,860,235.87	.00
DIVISION TOTALS:				***15,997,570.00***	***15,997,570.00***	***5,127,673.90***	***10,869,896.10***	***2,443,230.77***	***8,426,665.33***	***.00***

101 303 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 55
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

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										
2026	101	303	7100	11,058,550.00	11,058,550.00	3,333,233.25	7,725,316.75	.00	7,725,316.75	.00
2026	101	303	7200	14,630,440.00	14,630,440.00	3,792,786.36	10,837,653.64	8,779,950.91	2,057,702.73	.00
2026	101	303	7300	1,985,400.00	1,985,400.00	967,331.13	1,018,068.87	706,785.60	311,283.27	100,086.49
2026	101	303	7400	171,210.00	171,210.00	15,811.62	155,398.38	47,694.48	107,703.90	.00
2026	101	303	7500	4,439,560.00	4,439,560.00	1,389,316.39	3,050,243.61	.00	3,050,243.61	.00
DIVISION TOTALS:				***32,285,160.00***	***32,285,160.00***	***9,498,478.75***	***22,786,681.25***	***9,534,430.99***	***13,252,250.26***	***100,086.49***
304 Water Works, Div Of Distribution										
2026	101	304	7100	11,227,570.00	11,227,570.00	3,636,888.24	7,590,681.76	.00	7,590,681.76	.00
2026	101	304	7200	5,966,480.00	5,966,480.00	1,684,339.59	4,282,140.41	2,361,337.38	1,920,803.03	200,000.00
2026	101	304	7300	2,965,390.00	2,965,390.00	1,283,936.56	1,681,453.44	583,404.38	1,098,049.06	.00
2026	101	304	7400	47,060.00	47,060.00	1,057.74	46,002.26	.00	46,002.26	.00
2026	101	304	7500	4,612,840.00	4,612,840.00	1,423,919.21	3,188,920.79	.00	3,188,920.79	.00
DIVISION TOTALS:				***24,819,340.00***	***24,819,340.00***	***8,030,141.34***	***16,789,198.66***	***2,944,741.76***	***13,844,456.90***	***200,000.00***
305 Div Of Wtr Quality & Treatment										
2026	101	305	7100	4,003,420.00	4,003,420.00	1,390,452.06	2,612,967.94	.00	2,612,967.94	.00
2026	101	305	7200	943,360.00	943,360.00	151,604.38	791,755.62	317,676.38	474,079.24	.00
2026	101	305	7300	6,452,210.00	6,452,210.00	2,633,270.09	3,818,939.91	234,841.98	3,584,097.93	8,400.02
2026	101	305	7400	100,370.00	100,370.00	54,176.73	46,193.27	14,281.00	31,912.27	.00
2026	101	305	7500	1,464,900.00	1,464,900.00	549,928.04	914,971.96	.00	914,971.96	.00
DIVISION TOTALS:				***12,964,260.00***	***12,964,260.00***	***4,779,431.30***	***8,184,828.70***	***566,799.36***	***7,618,029.34***	***8,400.02***
306 Water Works, Div Of Engineering										
2026	101	306	7100	6,103,800.00	6,103,800.00	1,115,869.84	4,987,930.16	.00	4,987,930.16	.00
2026	101	306	7200	1,446,860.00	1,446,860.00	331,826.15	1,115,033.85	14,875.00	1,100,158.85	.00
2026	101	306	7300	127,050.00	127,050.00	27,340.39	99,709.61	21,641.14	78,068.47	.00
2026	101	306	7400	88,010.00	88,010.00	1,153.74	86,856.26	.00	86,856.26	.00
2026	101	306	7500	2,171,330.00	2,171,330.00	555,422.13	1,615,907.87	.00	1,615,907.87	.00
DIVISION TOTALS:				***9,937,050.00***	***9,937,050.00***	***2,031,612.25***	***7,905,437.75***	***36,516.14***	***7,868,921.61***	***.00***
307 Water Works, Div Of Info Tech										
2026	101	307	7100	4,471,690.00	4,471,690.00	1,557,879.24	2,913,810.76	.00	2,913,810.76	.00
2026	101	307	7200	2,370,490.00	2,370,490.00	459,841.64	1,910,648.36	934,361.20	976,287.16	.00
2026	101	307	7300	208,200.00	208,200.00	5,019.13	203,180.87	9,813.44	193,367.43	.00
2026	101	307	7400	4,236,560.00	4,236,560.00	530,806.76	3,705,753.24	1,164,251.52	2,541,501.72	143,804.08
2026	101	307	7500	1,374,890.00	1,374,890.00	547,487.48	827,402.52	.00	827,402.52	.00
DIVISION TOTALS:				***12,661,830.00***	***12,661,830.00***	***3,101,034.25***	***9,560,795.75***	***2,108,426.16***	***7,452,369.59***	***143,804.08***
309 Water Works Debt Service										
2026	101	309	7700	47,499,000.00	47,499,000.00	17,482,753.05	30,016,246.95	28,750.00	29,987,496.95	.00
DIVISION TOTALS:				***47,499,000.00***	***47,499,000.00***	***17,482,753.05***	***30,016,246.95***	***28,750.00***	***29,987,496.95***	***.00***
DEPARTMENT TOTALS:				***171,572,510.00***	***171,572,510.00***	***54,503,205.31***	***117,069,304.69***	***18,502,381.80***	***98,566,922.89***	***978,575.01***
PERCENT EXPENDED:				***31.8***	***PERCENT EXPENDED AND ENCUMBERED:***			***42.6***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	101	911	7500	533,030.00	533,030.00	533,030.00	.00	.00	.00	.00
2026	101	911	7700	332,410.00	332,410.00	288,090.65	44,319.35	.00	44,319.35	.00
DIVISION TOTALS:				***865,440.00***	***865,440.00***	***821,120.65***	***44,319.35***	***.00***	***44,319.35***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
919 Public Employee Assistance										
2026	101	919	7500	95,900.00	95,900.00	79,020.00	16,880.00	.00	16,880.00	.00
DIVISION TOTALS:				***95,900.00***	***95,900.00***	***79,020.00***	***16,880.00***	***.00***	***16,880.00***	***.00***
DEPARTMENT TOTALS:				***961,340.00***	***961,340.00***	***900,140.65***	***61,199.35***	***.00***	***61,199.35***	***.00***
PERCENT EXPENDED: 93.6				***PERCENT EXPENDED AND ENCUMBERED:***				***93.6***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	101	921	7500	1,633,560.00	1,633,560.00	734,706.29	898,853.71	.00	898,853.71	.00
DIVISION TOTALS:				***1,633,560.00***	***1,633,560.00***	***734,706.29***	***898,853.71***	***.00***	***898,853.71***	***.00***
DEPARTMENT TOTALS:				***1,633,560.00***	***1,633,560.00***	***734,706.29***	***898,853.71***	***.00***	***898,853.71***	***.00***
PERCENT EXPENDED: 45.0				***PERCENT EXPENDED AND ENCUMBERED:***				***45.0***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	101	944	7100	49,400.00	49,400.00	49,400.00	.00	.00	.00	.00
2026	101	944	7200	5,409,350.00	5,409,350.00	4,933,516.84	475,833.16	.00	475,833.16	.00
DIVISION TOTALS:				***5,458,750.00***	***5,458,750.00***	***4,982,916.84***	***475,833.16***	***.00***	***475,833.16***	***.00***
DEPARTMENT TOTALS:				***5,458,750.00***	***5,458,750.00***	***4,982,916.84***	***475,833.16***	***.00***	***475,833.16***	***.00***
PERCENT EXPENDED: 91.3				***PERCENT EXPENDED AND ENCUMBERED:***				***91.3***		
102 Parking System Facilities FUND										
130 Department Of Finance										
134 Finance, Treasury										
2026	102	134	7100	18,700.00	18,700.00	.00	18,700.00	.00	18,700.00	.00
2026	102	134	7200	28,340.00	28,340.00	.00	28,340.00	.00	28,340.00	.00
2026	102	134	7500	8,840.00	8,840.00	.00	8,840.00	.00	8,840.00	.00
DIVISION TOTALS:				***55,880.00***	***55,880.00***	***.00***	***55,880.00***	***.00***	***55,880.00***	***.00***
DEPARTMENT TOTALS:				***55,880.00***	***55,880.00***	***.00***	***55,880.00***	***.00***	***55,880.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2026	102	248	7100	375,350.00	375,350.00	109,237.93	266,112.07	.00	266,112.07	.00
2026	102	248	7200	3,408,950.00	3,408,950.00	835,652.75	2,573,297.25	2,176,438.03	396,859.22	.00
2026	102	248	7300	28,710.00	28,710.00	755.63	27,954.37	1,347.37	26,607.00	.00
2026	102	248	7400	1,517,110.00	1,517,110.00	6,252.08	1,510,857.92	156,300.00	1,354,557.92	.00
2026	102	248	7500	144,920.00	144,920.00	37,667.07	107,252.93	.00	107,252.93	.00
2026	102	248	7700	1,697,420.00	1,697,420.00	804,825.00	892,595.00	.00	892,595.00	.00
DIVISION TOTALS:				***7,172,460.00***	***7,172,460.00***	***1,794,390.46***	***5,378,069.54***	***2,334,085.40***	***3,043,984.14***	***.00***
DEPARTMENT TOTALS:				***7,172,460.00***	***7,172,460.00***	***1,794,390.46***	***5,378,069.54***	***2,334,085.40***	***3,043,984.14***	***.00***
PERCENT EXPENDED: 25.0				***PERCENT EXPENDED AND ENCUMBERED:***				***57.6***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	102	911	7500	13,170.00	13,170.00	13,170.00	.00	.00	.00	.00
2026	102	911	7700	34,830.00	34,830.00	30,178.26	4,651.74	.00	4,651.74	.00
DIVISION TOTALS:				***48,000.00***	***48,000.00***	***43,348.26***	***4,651.74***	***.00***	***4,651.74***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
919 Public Employee Assistance										
2026	102	919	7500	800.00	800.00	646.00	154.00	.00	154.00	.00
DIVISION TOTALS:				***800.00***	***800.00***	***646.00***	***154.00***	***.00***	***154.00***	***.00***
DEPARTMENT TOTALS:				***48,800.00***	***48,800.00***	***43,994.26***	***4,805.74***	***.00***	***4,805.74***	***.00***
PERCENT EXPENDED: 90.2				***PERCENT EXPENDED AND ENCUMBERED:***				***90.2***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	102	921	7500	6,440.00	6,440.00	6,236.15	203.85	.00	203.85	.00
DIVISION TOTALS:				***6,440.00***	***6,440.00***	***6,236.15***	***203.85***	***.00***	***203.85***	***.00***
DEPARTMENT TOTALS:				***6,440.00***	***6,440.00***	***6,236.15***	***203.85***	***.00***	***203.85***	***.00***
PERCENT EXPENDED: 96.8				***PERCENT EXPENDED AND ENCUMBERED:***				***96.8***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	102	944	7100	280.00	280.00	280.00	.00	.00	.00	.00
2026	102	944	7200	40,840.00	40,840.00	40,840.00	.00	.00	.00	.00
DIVISION TOTALS:				***41,120.00***	***41,120.00***	***41,120.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***41,120.00***	***41,120.00***	***41,120.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
960 Miscellaneous Accounts (Cont)										
966 Cincinnati Music Hall										
2026	102	966	7400	100,000.00	100,000.00	.00	100,000.00	.00	100,000.00	.00
DIVISION TOTALS:				***100,000.00***	***100,000.00***	***.00***	***100,000.00***	***.00***	***100,000.00***	***.00***
DEPARTMENT TOTALS:				***100,000.00***	***100,000.00***	***.00***	***100,000.00***	***.00***	***100,000.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
103 Convention-Exposition Center FUND										
240 Dept. Of Enterprise Services										
243 Duke Energy Center										
2026	103	243	7100	90,000.00	90,000.00	1,152.82	88,847.18	.00	88,847.18	.00
2026	103	243	7200	6,539,470.00	6,539,470.00	560,377.50	5,979,092.50	5,979,092.50	.00	.00
2026	103	243	7400	222,200.00	2,022,200.00	.00	2,022,200.00	1,600,000.00	422,200.00	.00
2026	103	243	7500	40,000.00	40,000.00	410.52	39,589.48	.00	39,589.48	.00
2026	103	243	7700	286,640.00	286,640.00	254,179.36	32,460.64	.00	32,460.64	.00
DIVISION TOTALS:				***7,178,310.00***	***8,978,310.00***	***816,120.20***	***8,162,189.80***	***7,579,092.50***	***583,097.30***	***.00***
DEPARTMENT TOTALS:				***7,178,310.00***	***8,978,310.00***	***816,120.20***	***8,162,189.80***	***7,579,092.50***	***583,097.30***	***.00***
PERCENT EXPENDED: 9.1				***PERCENT EXPENDED AND ENCUMBERED:***				***93.5***		
990 Reserve For Contingencies										
990 Reserve For Contingencies										
2026	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***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
104 General Aviation FUND										
230 Dept Of Transportation & Engin										
234 Div Of Aviation										
2026	104	234	7100	1,009,320.00	1,009,320.00	385,498.02	623,821.98	.00	623,821.98	.00
2026	104	234	7200	591,430.00	591,430.00	204,055.73	387,374.27	232,116.08	155,258.19	1.00
2026	104	234	7300	136,000.00	136,000.00	22,305.00	113,695.00	21,153.65	92,541.35	.00
2026	104	234	7400	222,300.00	222,300.00	-44,727.06	267,027.06	7,237.46	259,789.60	.00
2026	104	234	7500	388,020.00	388,020.00	136,345.79	251,674.21	.00	251,674.21	.00
2026	104	234	7700	41,440.00	41,440.00	40,282.44	1,157.56	.00	1,157.56	.00
DIVISION TOTALS:				***2,388,510.00***	***2,388,510.00***	***743,759.92***	***1,644,750.08***	***260,507.19***	***1,384,242.89***	***1.00***
DEPARTMENT TOTALS:				***2,388,510.00***	***2,388,510.00***	***743,759.92***	***1,644,750.08***	***260,507.19***	***1,384,242.89***	***1.00***
PERCENT EXPENDED: 31.1				***PERCENT EXPENDED AND ENCUMBERED:***				***42.0***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	104	911	7500	7,780.00	7,780.00	7,780.00	.00	.00	.00	.00
DIVISION TOTALS:				***7,780.00***	***7,780.00***	***7,780.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	104	919	7500	1,900.00	1,900.00	1,768.18	131.82	.00	131.82	.00
DIVISION TOTALS:				***1,900.00***	***1,900.00***	***1,768.18***	***131.82***	***.00***	***131.82***	***.00***
DEPARTMENT TOTALS:				***9,680.00***	***9,680.00***	***9,548.18***	***131.82***	***.00***	***131.82***	***.00***
PERCENT EXPENDED: 98.6				***PERCENT EXPENDED AND ENCUMBERED:***				***98.6***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	104	921	7500	16,110.00	16,110.00	16,110.00	.00	.00	.00	.00
DIVISION TOTALS:				***16,110.00***	***16,110.00***	***16,110.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***16,110.00***	***16,110.00***	***16,110.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	104	944	7100	850.00	850.00	850.00	.00	.00	.00	.00
2026	104	944	7200	102,160.00	102,160.00	102,160.00	.00	.00	.00	.00
DIVISION TOTALS:				***103,010.00***	***103,010.00***	***103,010.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***103,010.00***	***103,010.00***	***103,010.00***	***.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										
2026	105	195	7100	214,260.00	214,260.00	50,099.62	164,160.38	.00	164,160.38	.00
2026	105	195	7200	6,471,670.00	6,463,670.00	3,874,585.95	2,589,084.05	538,275.01	2,050,809.04	.00
2026	105	195	7300	163,090.00	163,090.00	115,189.78	47,900.22	.00	47,900.22	.00
2026	105	195	7400	94,540.00	102,540.00	84,480.45	18,059.55	16,676.28	1,383.27	.00
2026	105	195	7500	73,570.00	73,570.00	19,589.63	53,980.37	.00	53,980.37	.00
2026	105	195	7700	751,770.00	751,770.00	503,497.18	248,272.82	.00	248,272.82	.00
DIVISION TOTALS:				***7,768,900.00***	***7,768,900.00***	***4,647,442.61***	***3,121,457.39***	***554,951.29***	***2,566,506.10***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
199 Recreation Administration										
2026	105	199	7100	53,040.00	53,040.00	.00	53,040.00	.00	53,040.00	.00
2026	105	199	7500	21,530.00	21,530.00	.00	21,530.00	.00	21,530.00	.00
DIVISION TOTALS:				***74,570.00***	***74,570.00***	***.00***	***74,570.00***	***.00***	***74,570.00***	***.00***
DEPARTMENT TOTALS:				***7,843,470.00***	***7,843,470.00***	***4,647,442.61***	***3,196,027.39***	***554,951.29***	***2,641,076.10***	***.00***
PERCENT EXPENDED: 59.3				***PERCENT EXPENDED AND ENCUMBERED:***				***66.3***		
910 Employee Benefits										
919 Public Employee Assistance										
2026	105	919	7500	500.00	500.00	388.11	111.89	.00	111.89	.00
DIVISION TOTALS:				***500.00***	***500.00***	***388.11***	***111.89***	***.00***	***111.89***	***.00***
DEPARTMENT TOTALS:				***500.00***	***500.00***	***388.11***	***111.89***	***.00***	***111.89***	***.00***
PERCENT EXPENDED: 77.6				***PERCENT EXPENDED AND ENCUMBERED:***				***77.6***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	105	921	7500	3,730.00	3,730.00	3,552.33	177.67	.00	177.67	.00
DIVISION TOTALS:				***3,730.00***	***3,730.00***	***3,552.33***	***177.67***	***.00***	***177.67***	***.00***
DEPARTMENT TOTALS:				***3,730.00***	***3,730.00***	***3,552.33***	***177.67***	***.00***	***177.67***	***.00***
PERCENT EXPENDED: 95.2				***PERCENT EXPENDED AND ENCUMBERED:***				***95.2***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	105	944	7200	23,660.00	23,660.00	23,660.00	.00	.00	.00	.00
DIVISION TOTALS:				***23,660.00***	***23,660.00***	***23,660.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***23,660.00***	***23,660.00***	***23,660.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
107 Stormwater Management FUND										
100 Office Of The City Manager										
104 Office Of Environment & Sustainability										
2026	107	104	7200	2,737,640.00	2,737,640.00	1,226,606.24	1,511,033.76	1,511,033.76	.00	.00
DIVISION TOTALS:				***2,737,640.00***	***2,737,640.00***	***1,226,606.24***	***1,511,033.76***	***1,511,033.76***	***.00***	***.00***
DEPARTMENT TOTALS:				***2,737,640.00***	***2,737,640.00***	***1,226,606.24***	***1,511,033.76***	***1,511,033.76***	***.00***	***.00***
PERCENT EXPENDED: 44.8				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
110 Department Of Law										
112 Administrative Hearings & Prosecution										
2026	107	112	7200	.00	65,000.00	14,116.66	50,883.34	.00	50,883.34	.00
DIVISION TOTALS:				***.00***	***65,000.00***	***14,116.66***	***50,883.34***	***.00***	***50,883.34***	***.00***
DEPARTMENT TOTALS:				***.00***	***65,000.00***	***14,116.66***	***50,883.34***	***.00***	***50,883.34***	***.00***
PERCENT EXPENDED: 21.7				***PERCENT EXPENDED AND ENCUMBERED:***				***21.7***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
190 Dept Of Public Recreation										
194 Recreation Maintenance										
2026	107	194	7100	767,390.00	767,390.00	.00	767,390.00	.00	767,390.00	.00
2026	107	194	7500	275,800.00	275,800.00	.00	275,800.00	.00	275,800.00	.00
DIVISION TOTALS:				***1,043,190.00***	***1,043,190.00***	***.00***	***1,043,190.00***	***.00***	***1,043,190.00***	***.00***
DEPARTMENT TOTALS:				***1,043,190.00***	***1,043,190.00***	***.00***	***1,043,190.00***	***.00***	***1,043,190.00***	***.00***
PERCENT EXPENDED:				***.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***.0***		
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2026	107	202	7100	1,306,340.00	1,306,340.00	.00	1,306,340.00	.00	1,306,340.00	.00
2026	107	202	7300	14,660.00	14,660.00	47.00	14,613.00	14,613.00	.00	.00
2026	107	202	7500	633,190.00	633,190.00	.00	633,190.00	.00	633,190.00	.00
DIVISION TOTALS:				***1,954,190.00***	***1,954,190.00***	***47.00***	***1,954,143.00***	***14,613.00***	***1,939,530.00***	***.00***
DEPARTMENT TOTALS:				***1,954,190.00***	***1,954,190.00***	***47.00***	***1,954,143.00***	***14,613.00***	***1,939,530.00***	***.00***
PERCENT EXPENDED:				***.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***.8***		
210 Dept Of Bldgs & Inspections										
212 Bldg & Inspections, Licenses & Permits										
2026	107	212	7100	768,680.00	768,680.00	104,530.91	664,149.09	.00	664,149.09	.00
2026	107	212	7200	787,080.00	787,080.00	168,132.86	618,947.14	321,618.81	297,328.33	.00
2026	107	212	7300	13,040.00	13,040.00	1,757.16	11,282.84	1,866.63	9,416.21	.00
2026	107	212	7400	9,490.00	9,490.00	2,950.83	6,539.17	3,173.92	3,365.25	.00
2026	107	212	7500	326,630.00	326,630.00	28,132.01	298,497.99	.00	298,497.99	.00
DIVISION TOTALS:				***1,904,920.00***	***1,904,920.00***	***305,503.77***	***1,599,416.23***	***326,659.36***	***1,272,756.87***	***.00***
DEPARTMENT TOTALS:				***1,904,920.00***	***1,904,920.00***	***305,503.77***	***1,599,416.23***	***326,659.36***	***1,272,756.87***	***.00***
PERCENT EXPENDED:				***16.0***	***PERCENT EXPENDED AND ENCUMBERED:***			***33.2***		
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2026	107	253	7100	3,958,210.00	3,958,210.00	1,033,116.71	2,925,093.29	.00	2,925,093.29	.00
2026	107	253	7200	2,289,750.00	2,289,750.00	584,093.42	1,705,656.58	684,808.60	1,020,847.98	.00
2026	107	253	7300	448,520.00	448,520.00	123,954.86	324,565.14	23,669.34	300,895.80	.00
2026	107	253	7400	69,810.00	69,810.00	3,660.79	66,149.21	2,004.39	64,144.82	.00
2026	107	253	7500	1,583,480.00	1,583,480.00	362,797.74	1,220,682.26	.00	1,220,682.26	.00
2026	107	253	7600	.00	900,000.00	.00	900,000.00	798,808.00	101,192.00	.00
DIVISION TOTALS:				***8,349,770.00***	***9,249,770.00***	***2,107,623.52***	***7,142,146.48***	***1,509,290.33***	***5,632,856.15***	***.00***
DEPARTMENT TOTALS:				***8,349,770.00***	***9,249,770.00***	***2,107,623.52***	***7,142,146.48***	***1,509,290.33***	***5,632,856.15***	***.00***
PERCENT EXPENDED:				***22.8***	***PERCENT EXPENDED AND ENCUMBERED:***			***39.1***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
310 Stormwater Management Utility										
311 Stormwater Management Utility										
2026	107	311	7100	3,691,370.00	3,691,370.00	1,153,211.78	2,538,158.22	.00	2,538,158.22	.00
2026	107	311	7200	9,262,960.00	9,262,960.00	1,196,174.78	8,066,785.22	4,294,730.22	3,772,055.00	986,390.00
2026	107	311	7300	343,870.00	343,870.00	52,411.49	291,458.51	99,323.79	192,134.72	.00
2026	107	311	7400	292,060.00	292,060.00	968.44	291,091.56	121,588.62	169,502.94	.00
2026	107	311	7500	1,415,940.00	1,415,940.00	467,759.01	948,180.99	.00	948,180.99	.00
2026	107	311	7600	30,000.00	30,000.00	.00	30,000.00	.00	30,000.00	.00
2026	107	311	7700	2,177,000.00	2,177,000.00	1,814,986.88	362,013.12	.00	362,013.12	.00
DIVISION TOTALS:				***17,213,200.00***	***17,213,200.00***	***4,685,512.38***	***12,527,687.62***	***4,515,642.63***	***8,012,044.99***	***986,390.00***
DEPARTMENT TOTALS:				***17,213,200.00***	***17,213,200.00***	***4,685,512.38***	***12,527,687.62***	***4,515,642.63***	***8,012,044.99***	***986,390.00***
PERCENT EXPENDED: 27.2				***PERCENT EXPENDED AND ENCUMBERED:***				***53.5***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	107	911	7500	45,820.00	45,820.00	45,820.00	.00	.00	.00	.00
2026	107	911	7700	8,290.00	8,290.00	7,172.18	1,117.82	.00	1,117.82	.00
DIVISION TOTALS:				***54,110.00***	***54,110.00***	***52,992.18***	***1,117.82***	***.00***	***1,117.82***	***.00***
919 Public Employee Assistance										
2026	107	919	7500	19,300.00	19,300.00	11,186.28	8,113.72	.00	8,113.72	.00
DIVISION TOTALS:				***19,300.00***	***19,300.00***	***11,186.28***	***8,113.72***	***.00***	***8,113.72***	***.00***
DEPARTMENT TOTALS:				***73,410.00***	***73,410.00***	***64,178.46***	***9,231.54***	***.00***	***9,231.54***	***.00***
PERCENT EXPENDED: 87.4				***PERCENT EXPENDED AND ENCUMBERED:***				***87.4***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	107	921	7500	171,370.00	171,370.00	167,810.77	3,559.23	.00	3,559.23	.00
DIVISION TOTALS:				***171,370.00***	***171,370.00***	***167,810.77***	***3,559.23***	***.00***	***3,559.23***	***.00***
DEPARTMENT TOTALS:				***171,370.00***	***171,370.00***	***167,810.77***	***3,559.23***	***.00***	***3,559.23***	***.00***
PERCENT EXPENDED: 97.9				***PERCENT EXPENDED AND ENCUMBERED:***				***97.9***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	107	944	7100	7,520.00	7,520.00	7,520.00	.00	.00	.00	.00
2026	107	944	7200	1,086,850.00	1,086,850.00	1,086,850.00	.00	.00	.00	.00
DIVISION TOTALS:				***1,094,370.00***	***1,094,370.00***	***1,094,370.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***1,094,370.00***	***1,094,370.00***	***1,094,370.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
151 Bond Retirement - City FUND										
130 Department Of Finance										
131 Finance, Office Of Director										
2026	151	131	7100	36,900.00	36,900.00	.00	36,900.00	.00	36,900.00	.00
2026	151	131	7500	26,130.00	26,130.00	.00	26,130.00	.00	26,130.00	.00
DIVISION TOTALS:				***63,030.00***	***63,030.00***	***.00***	***63,030.00***	***.00***	***63,030.00***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
134 Finance, Treasury										
2026	151	134	7100	313,890.00	313,890.00	82,930.93	230,959.07	.00	230,959.07	.00
2026	151	134	7200	2,858,140.00	2,858,140.00	392,979.28	2,465,160.72	342,778.13	2,122,382.59	.00
2026	151	134	7300	14,170.00	14,170.00	.00	14,170.00	.00	14,170.00	.00
2026	151	134	7400	316,620.00	316,620.00	675.00	315,945.00	.00	315,945.00	.00
2026	151	134	7500	108,570.00	108,570.00	25,333.38	83,236.62	.00	83,236.62	.00
2026	151	134	7700	72,552,390.00	72,552,390.00	52,748,985.84	19,803,404.16	.00	19,803,404.16	.00
DIVISION TOTALS:				***76,163,780.00***	***76,163,780.00***	***53,250,904.43***	***22,912,875.57***	***342,778.13***	***22,570,097.44***	***.00***
DEPARTMENT TOTALS:				***76,226,810.00***	***76,226,810.00***	***53,250,904.43***	***22,975,905.57***	***342,778.13***	***22,633,127.44***	***.00***
PERCENT EXPENDED: 69.9				***PERCENT EXPENDED AND ENCUMBERED:***				***70.3***		
910 Employee Benefits										
919 Public Employee Assistance										
2026	151	919	7500	700.00	700.00	414.32	285.68	.00	285.68	.00
DIVISION TOTALS:				***700.00***	***700.00***	***414.32***	***285.68***	***.00***	***285.68***	***.00***
DEPARTMENT TOTALS:				***700.00***	***700.00***	***414.32***	***285.68***	***.00***	***285.68***	***.00***
PERCENT EXPENDED: 59.2				***PERCENT EXPENDED AND ENCUMBERED:***				***59.2***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	151	921	7500	5,630.00	5,630.00	5,098.58	531.42	.00	531.42	.00
DIVISION TOTALS:				***5,630.00***	***5,630.00***	***5,098.58***	***531.42***	***.00***	***531.42***	***.00***
DEPARTMENT TOTALS:				***5,630.00***	***5,630.00***	***5,098.58***	***531.42***	***.00***	***531.42***	***.00***
PERCENT EXPENDED: 90.6				***PERCENT EXPENDED AND ENCUMBERED:***				***90.6***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	151	944	7100	140.00	140.00	140.00	.00	.00	.00	.00
DIVISION TOTALS:				***140.00***	***140.00***	***140.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***140.00***	***140.00***	***140.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
301 Street Const Maintenance & Rep FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2026	301	202	7100	341,780.00	341,780.00	125,002.49	216,777.51	.00	216,777.51	.00
2026	301	202	7200	27,050.00	27,050.00	.00	27,050.00	.00	27,050.00	.00
2026	301	202	7300	54,460.00	54,460.00	7,602.00	46,858.00	9,035.00	37,823.00	.00
2026	301	202	7400	1,060.00	1,060.00	.00	1,060.00	.00	1,060.00	.00
2026	301	202	7500	108,210.00	108,210.00	28,248.77	79,961.23	.00	79,961.23	.00
DIVISION TOTALS:				***532,560.00***	***532,560.00***	***160,853.26***	***371,706.74***	***9,035.00***	***362,671.74***	***.00***
DEPARTMENT TOTALS:				***532,560.00***	***532,560.00***	***160,853.26***	***371,706.74***	***9,035.00***	***362,671.74***	***.00***
PERCENT EXPENDED: 30.2				***PERCENT EXPENDED AND ENCUMBERED:***				***31.9***		

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										
2026	301	238	7100	64,980.00	64,980.00	-2,966.01	67,946.01	.00	67,946.01	.00
2026	301	238	7200	200,300.00	200,300.00	13,732.38	186,567.62	84,375.95	102,191.67	.00
2026	301	238	7300	802,100.00	802,100.00	151,330.60	650,769.40	60,902.79	589,866.61	1.00
2026	301	238	7400	251,100.00	251,100.00	43,095.69	208,004.31	100,801.31	107,203.00	.00
2026	301	238	7500	21,460.00	21,460.00	-50.57	21,510.57	.00	21,510.57	.00
DIVISION TOTALS:				***1,339,940.00***	***1,339,940.00***	***205,142.09***	***1,134,797.91***	***246,080.05***	***888,717.86***	***1.00***
239 Division Of Traffic Engineer										
2026	301	239	7200	504,230.00	504,230.00	106,131.92	398,098.08	318,868.08	79,230.00	.00
DIVISION TOTALS:				***504,230.00***	***504,230.00***	***106,131.92***	***398,098.08***	***318,868.08***	***79,230.00***	***.00***
DEPARTMENT TOTALS:				***1,844,170.00***	***1,844,170.00***	***311,274.01***	***1,532,895.99***	***564,948.13***	***967,947.86***	***1.00***
PERCENT EXPENDED: 16.9				***PERCENT EXPENDED AND ENCUMBERED:***				***47.5***		
250 Dept Of Public Services										
252 Traffic And Road Operations										
2026	301	252	7100	4,754,800.00	4,754,800.00	1,530,210.67	3,224,589.33	.00	3,224,589.33	.00
2026	301	252	7200	2,852,910.00	2,852,910.00	952,139.29	1,900,770.71	253,757.49	1,647,013.22	.00
2026	301	252	7300	2,369,570.00	2,369,570.00	309,496.70	2,060,073.30	474,516.01	1,585,557.29	66,663.88
2026	301	252	7400	102,550.00	102,550.00	10,218.11	92,331.89	9,264.58	83,067.31	.00
2026	301	252	7500	1,763,680.00	1,763,680.00	681,326.83	1,082,353.17	.00	1,082,353.17	.00
DIVISION TOTALS:				***11,843,510.00***	***11,843,510.00***	***3,483,391.60***	***8,360,118.40***	***737,538.08***	***7,622,580.32***	***66,663.88***
253 Div Of Neighborhood Operations										
2026	301	253	7100	2,298,460.00	2,298,460.00	856,711.94	1,441,748.06	.00	1,441,748.06	.00
2026	301	253	7200	562,110.00	562,110.00	311,681.63	250,428.37	10,616.63	239,811.74	.00
2026	301	253	7300	204,790.00	204,790.00	45,988.35	158,801.65	37,019.85	121,781.80	.00
2026	301	253	7400	3,140.00	3,140.00	2,364.11	775.89	651.21	124.68	.00
2026	301	253	7500	894,000.00	894,000.00	341,952.59	552,047.41	.00	552,047.41	.00
DIVISION TOTALS:				***3,962,500.00***	***3,962,500.00***	***1,558,698.62***	***2,403,801.38***	***48,287.69***	***2,355,513.69***	***.00***
DEPARTMENT TOTALS:				***15,806,010.00***	***15,806,010.00***	***5,042,090.22***	***10,763,919.78***	***785,825.77***	***9,978,094.01***	***66,663.88***
PERCENT EXPENDED: 31.9				***PERCENT EXPENDED AND ENCUMBERED:***				***36.9***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	301	911	7500	88,220.00	88,220.00	88,220.00	.00	.00	.00	.00
DIVISION TOTALS:				***88,220.00***	***88,220.00***	***88,220.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	301	919	7500	13,600.00	13,600.00	13,600.00	.00	.00	.00	.00
DIVISION TOTALS:				***13,600.00***	***13,600.00***	***13,600.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***101,820.00***	***101,820.00***	***101,820.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	301	921	7500	120,880.00	120,880.00	115,677.09	5,202.91	.00	5,202.91	.00
DIVISION TOTALS:				***120,880.00***	***120,880.00***	***115,677.09***	***5,202.91***	***.00***	***5,202.91***	***.00***
DEPARTMENT TOTALS:				***120,880.00***	***120,880.00***	***115,677.09***	***5,202.91***	***.00***	***5,202.91***	***.00***
PERCENT EXPENDED: 95.7				***PERCENT EXPENDED AND ENCUMBERED:***				***95.7***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
302 Income Tax Infrastructure FUND										
100 Office Of The City Manager										
102 Office Of Budget & Evaluation										
2026	302	102	7100	148,940.00	148,940.00	93,058.62	55,881.38	.00	55,881.38	.00
2026	302	102	7200	4,270.00	4,270.00	127.50	4,142.50	.00	4,142.50	.00
2026	302	102	7300	1,160.00	1,160.00	.00	1,160.00	.00	1,160.00	.00
2026	302	102	7400	1,030.00	1,030.00	201.60	828.40	98.40	730.00	.00
2026	302	102	7500	60,600.00	60,600.00	.00	60,600.00	.00	60,600.00	.00
DIVISION TOTALS:				***216,000.00***	***216,000.00***	***93,387.72***	***122,612.28***	***98.40***	***122,513.88***	***.00***
107 Procurement										
2026	302	107	7100	207,970.00	207,970.00	59,090.01	148,879.99	.00	148,879.99	.00
2026	302	107	7500	69,220.00	69,220.00	24,921.92	44,298.08	.00	44,298.08	.00
DIVISION TOTALS:				***277,190.00***	***277,190.00***	***84,011.93***	***193,178.07***	***.00***	***193,178.07***	***.00***
108 Dept of Performance & Data Analytics										
2026	302	108	7200	1,018,930.00	1,018,930.00	496,465.50	522,464.50	.00	522,464.50	.00
DIVISION TOTALS:				***1,018,930.00***	***1,018,930.00***	***496,465.50***	***522,464.50***	***.00***	***522,464.50***	***.00***
DEPARTMENT TOTALS:				***1,512,120.00***	***1,512,120.00***	***673,865.15***	***838,254.85***	***98.40***	***838,156.45***	***.00***
PERCENT EXPENDED: 44.6				***PERCENT EXPENDED AND ENCUMBERED:***				***44.6***		
110 Department Of Law										
111 Civil										
2026	302	111	7100	72,700.00	72,700.00	70,563.75	2,136.25	.00	2,136.25	.00
2026	302	111	7200	2,120.00	2,120.00	562.54	1,557.46	.00	1,557.46	.00
2026	302	111	7500	16,130.00	16,130.00	16,082.42	47.58	.00	47.58	.00
DIVISION TOTALS:				***90,950.00***	***90,950.00***	***87,208.71***	***3,741.29***	***.00***	***3,741.29***	***.00***
DEPARTMENT TOTALS:				***90,950.00***	***90,950.00***	***87,208.71***	***3,741.29***	***.00***	***3,741.29***	***.00***
PERCENT EXPENDED: 95.9				***PERCENT EXPENDED AND ENCUMBERED:***				***95.9***		
120 Department Of Human Resources										
121 Department Of Human Resources										
2026	302	121	7100	157,500.00	157,500.00	73,321.81	84,178.19	.00	84,178.19	.00
2026	302	121	7500	68,180.00	68,180.00	28,072.95	40,107.05	.00	40,107.05	.00
DIVISION TOTALS:				***225,680.00***	***225,680.00***	***101,394.76***	***124,285.24***	***.00***	***124,285.24***	***.00***
DEPARTMENT TOTALS:				***225,680.00***	***225,680.00***	***101,394.76***	***124,285.24***	***.00***	***124,285.24***	***.00***
PERCENT EXPENDED: 44.9				***PERCENT EXPENDED AND ENCUMBERED:***				***44.9***		
130 Department Of Finance										
133 Finance, Accounts & Audits										
2026	302	133	7100	181,450.00	181,450.00	63,595.33	117,854.67	.00	117,854.67	.00
2026	302	133	7200	3,290.00	3,290.00	1,159.20	2,130.80	.00	2,130.80	.00
2026	302	133	7500	67,060.00	67,060.00	26,923.05	40,136.95	.00	40,136.95	.00
DIVISION TOTALS:				***251,800.00***	***251,800.00***	***91,677.58***	***160,122.42***	***.00***	***160,122.42***	***.00***
DEPARTMENT TOTALS:				***251,800.00***	***251,800.00***	***91,677.58***	***160,122.42***	***.00***	***160,122.42***	***.00***
PERCENT EXPENDED: 36.4				***PERCENT EXPENDED AND ENCUMBERED:***				***36.4***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
160 Community Developmt										
164 Division Of Community Devel										
2026	302	164	7200	377,720.00	377,720.00	125,906.64	251,813.36	251,813.36	.00	.00
DIVISION TOTALS:				***377,720.00***	***377,720.00***	***125,906.64***	***251,813.36***	***251,813.36***	***.00***	***.00***
DEPARTMENT TOTALS:				***377,720.00***	***377,720.00***	***125,906.64***	***251,813.36***	***251,813.36***	***.00***	***.00***
PERCENT EXPENDED: 33.3 PERCENT EXPENDED AND ENCUMBERED: 100.0										
190 Dept Of Public Recreation										
194 Recreation Maintenance										
2026	302	194	7100	556,180.00	556,180.00	110,809.54	445,370.46	.00	445,370.46	.00
2026	302	194	7200	38,830.00	38,830.00	15,465.00	23,365.00	7,535.00	15,830.00	.00
2026	302	194	7300	149,150.00	149,150.00	48,104.42	101,045.58	57,895.58	43,150.00	.00
2026	302	194	7500	242,600.00	242,600.00	58,525.52	184,074.48	.00	184,074.48	.00
DIVISION TOTALS:				***986,760.00***	***986,760.00***	***232,904.48***	***753,855.52***	***65,430.58***	***688,424.94***	***.00***
DEPARTMENT TOTALS:				***986,760.00***	***986,760.00***	***232,904.48***	***753,855.52***	***65,430.58***	***688,424.94***	***.00***
PERCENT EXPENDED: 23.6 PERCENT EXPENDED AND ENCUMBERED: 30.2										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2026	302	202	7100	1,187,290.00	1,187,290.00	609,938.40	577,351.60	.00	577,351.60	.00
2026	302	202	7300	1,040.00	1,040.00	.00	1,040.00	.00	1,040.00	.00
2026	302	202	7500	464,800.00	464,800.00	242,916.45	221,883.55	.00	221,883.55	.00
DIVISION TOTALS:				***1,653,130.00***	***1,653,130.00***	***852,854.85***	***800,275.15***	***.00***	***800,275.15***	***.00***
DEPARTMENT TOTALS:				***1,653,130.00***	***1,653,130.00***	***852,854.85***	***800,275.15***	***.00***	***800,275.15***	***.00***
PERCENT EXPENDED: 51.6 PERCENT EXPENDED AND ENCUMBERED: 51.6										
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2026	302	211	7100	42,250.00	42,250.00	.00	42,250.00	.00	42,250.00	.00
2026	302	211	7500	20,130.00	20,130.00	.00	20,130.00	.00	20,130.00	.00
DIVISION TOTALS:				***62,380.00***	***62,380.00***	***.00***	***62,380.00***	***.00***	***62,380.00***	***.00***
DEPARTMENT TOTALS:				***62,380.00***	***62,380.00***	***.00***	***62,380.00***	***.00***	***62,380.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
230 Dept Of Transportation & Engin										
231 Trans & Eng, Director										
2026	302	231	7100	1,179,370.00	1,179,370.00	417,633.85	761,736.15	.00	761,736.15	.00
2026	302	231	7200	6,170.00	6,170.00	2,566.22	3,603.78	.00	3,603.78	.00
2026	302	231	7300	51,400.00	51,400.00	.00	51,400.00	.00	51,400.00	.00
2026	302	231	7400	79,160.00	79,160.00	45,250.70	33,909.30	13,000.00	20,909.30	.00
2026	302	231	7500	423,790.00	423,790.00	130,172.17	293,617.83	.00	293,617.83	.00
DIVISION TOTALS:				***1,739,890.00***	***1,739,890.00***	***595,622.94***	***1,144,267.06***	***13,000.00***	***1,131,267.06***	***.00***
232 Div Of Transportation Planning										
2026	302	232	7100	2,442,020.00	2,442,020.00	796,768.74	1,645,251.26	.00	1,645,251.26	.00
2026	302	232	7200	62,940.00	62,940.00	26,113.73	36,826.27	.00	36,826.27	.00
2026	302	232	7300	25,680.00	25,680.00	9,384.64	16,295.36	2,550.03	13,745.33	.00
2026	302	232	7400	23,400.00	23,400.00	765.00	22,635.00	.00	22,635.00	.00
2026	302	232	7500	871,970.00	871,970.00	310,055.22	561,914.78	.00	561,914.78	.00
DIVISION TOTALS:				***3,426,010.00***	***3,426,010.00***	***1,143,087.33***	***2,282,922.67***	***2,550.03***	***2,280,372.64***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
233 Division Of Engineering										
2026	302	233	7100	807,470.00	807,470.00	95,584.31	711,885.69	.00	711,885.69	.00
2026	302	233	7200	559,840.00	553,340.00	81,488.02	471,851.98	69,846.82	402,005.16	.00
2026	302	233	7300	82,340.00	88,840.00	9,525.62	79,314.38	14,034.13	65,280.25	.00
2026	302	233	7400	41,150.00	41,150.00	6,721.16	34,428.84	3,897.84	30,531.00	.00
2026	302	233	7500	84,430.00	84,430.00	27,769.17	56,660.83	.00	56,660.83	.00
DIVISION TOTALS:				***1,575,230.00***	***1,575,230.00***	***221,088.28***	***1,354,141.72***	***87,778.79***	***1,266,362.93***	***.00***
238 Division of Traffic Services										
2026	302	238	7100	2,835,550.00	2,835,550.00	909,998.57	1,925,551.43	.00	1,925,551.43	.00
2026	302	238	7200	223,260.00	223,260.00	118,754.10	104,505.90	101,328.59	3,177.31	.00
2026	302	238	7300	191,700.00	191,700.00	104,731.51	86,968.49	61,698.76	25,269.73	16,380.00
2026	302	238	7500	1,014,600.00	1,014,600.00	383,501.17	631,098.83	.00	631,098.83	.00
DIVISION TOTALS:				***4,265,110.00***	***4,265,110.00***	***1,516,985.35***	***2,748,124.65***	***163,027.35***	***2,585,097.30***	***16,380.00***
239 Division Of Traffic Engineer										
2026	302	239	7100	1,682,070.00	1,682,070.00	681,061.70	1,001,008.30	.00	1,001,008.30	.00
2026	302	239	7200	189,430.00	189,430.00	19,814.46	169,615.54	100,000.00	69,615.54	.00
2026	302	239	7300	7,100.00	7,100.00	1,771.96	5,328.04	2,195.03	3,133.01	.00
2026	302	239	7400	41,700.00	41,700.00	11,582.01	30,117.99	1,127.99	28,990.00	.00
2026	302	239	7500	611,810.00	611,810.00	262,930.34	348,879.66	.00	348,879.66	.00
DIVISION TOTALS:				***2,532,110.00***	***2,532,110.00***	***977,160.47***	***1,554,949.53***	***103,323.02***	***1,451,626.51***	***.00***
DEPARTMENT TOTALS:				***13,538,350.00***	***13,538,350.00***	***4,453,944.37***	***9,084,405.63***	***369,679.19***	***8,714,726.44***	***16,380.00***
PERCENT EXPENDED: 32.9 PERCENT EXPENDED AND ENCUMBERED:								***35.6***		
250 Dept Of Public Services										
251 Office Of The Director										
2026	302	251	7100	87,310.00	87,310.00	25,455.24	61,854.76	.00	61,854.76	.00
2026	302	251	7200	35,080.00	35,080.00	726.68	34,353.32	.00	34,353.32	.00
2026	302	251	7300	10,930.00	10,930.00	1,383.19	9,546.81	3,503.75	6,043.06	.00
2026	302	251	7400	4,230.00	4,230.00	.00	4,230.00	.00	4,230.00	.00
2026	302	251	7500	37,920.00	37,920.00	7,769.16	30,150.84	.00	30,150.84	.00
DIVISION TOTALS:				***175,470.00***	***175,470.00***	***35,334.27***	***140,135.73***	***3,503.75***	***136,631.98***	***.00***
252 Traffic And Road Operations										
2026	302	252	7100	159,730.00	159,730.00	126,349.21	33,380.79	.00	33,380.79	.00
2026	302	252	7200	418,710.00	418,710.00	15,122.54	403,587.46	.00	403,587.46	.00
2026	302	252	7300	128,120.00	128,120.00	247.38	127,872.62	.00	127,872.62	.00
2026	302	252	7500	63,820.00	63,820.00	50,300.01	13,519.99	.00	13,519.99	.00
DIVISION TOTALS:				***770,380.00***	***770,380.00***	***192,019.14***	***578,360.86***	***.00***	***578,360.86***	***.00***
255 Div Of City Facility Mgmt										
2026	302	255	7100	2,115,090.00	2,115,090.00	842,533.68	1,272,556.32	.00	1,272,556.32	.00
2026	302	255	7200	334,620.00	379,620.00	183,873.48	195,746.52	179,979.06	15,767.46	.00
2026	302	255	7300	474,450.00	402,950.00	160,631.96	242,318.04	36,134.16	206,183.88	.00
2026	302	255	7400	58,950.00	85,450.00	5,435.42	80,014.58	3,945.98	76,068.60	.00
2026	302	255	7500	795,370.00	795,370.00	349,410.44	445,959.56	.00	445,959.56	.00
DIVISION TOTALS:				***3,778,480.00***	***3,778,480.00***	***1,541,884.98***	***2,236,595.02***	***220,059.20***	***2,016,535.82***	***.00***
DEPARTMENT TOTALS:				***4,724,330.00***	***4,724,330.00***	***1,769,238.39***	***2,955,091.61***	***223,562.95***	***2,731,528.66***	***.00***
PERCENT EXPENDED: 37.4 PERCENT EXPENDED AND ENCUMBERED:								***42.2***		

302 281 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 67
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
280										
281 Economic Inclusion										
2026	302	281	7100	209,980.00	209,980.00	37,075.93	172,904.07	.00	172,904.07	.00
2026	302	281	7500	61,140.00	61,140.00	16,329.67	44,810.33	.00	44,810.33	.00
DIVISION TOTALS:				***271,120.00***	***271,120.00***	***53,405.60***	***217,714.40***	***.00***	***217,714.40***	***.00***
DEPARTMENT TOTALS:				***271,120.00***	***271,120.00***	***53,405.60***	***217,714.40***	***.00***	***217,714.40***	***.00***
PERCENT EXPENDED: 19.7 PERCENT EXPENDED AND ENCUMBERED: 19.7										
910 Employee Benefits										
911 Contribution To City Pension										
2026	302	911	7500	104,780.00	104,780.00	104,780.00	.00	.00	.00	.00
DIVISION TOTALS:				***104,780.00***	***104,780.00***	***104,780.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	302	919	7500	26,000.00	26,000.00	24,766.23	1,233.77	.00	1,233.77	.00
DIVISION TOTALS:				***26,000.00***	***26,000.00***	***24,766.23***	***1,233.77***	***.00***	***1,233.77***	***.00***
DEPARTMENT TOTALS:				***130,780.00***	***130,780.00***	***129,546.23***	***1,233.77***	***.00***	***1,233.77***	***.00***
PERCENT EXPENDED: 99.1 PERCENT EXPENDED AND ENCUMBERED: 99.1										
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	302	921	7500	230,920.00	230,920.00	224,044.25	6,875.75	.00	6,875.75	.00
DIVISION TOTALS:				***230,920.00***	***230,920.00***	***224,044.25***	***6,875.75***	***.00***	***6,875.75***	***.00***
924 Lump Sum Payment										
2026	302	924	7100	150,000.00	150,000.00	.00	150,000.00	.00	150,000.00	.00
DIVISION TOTALS:				***150,000.00***	***150,000.00***	***.00***	***150,000.00***	***.00***	***150,000.00***	***.00***
DEPARTMENT TOTALS:				***380,920.00***	***380,920.00***	***224,044.25***	***156,875.75***	***.00***	***156,875.75***	***.00***
PERCENT EXPENDED: 58.8 PERCENT EXPENDED AND ENCUMBERED: 58.8										
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	302	944	7100	15,190.00	15,190.00	15,190.00	.00	.00	.00	.00
2026	302	944	7200	1,464,560.00	1,464,560.00	1,464,560.00	.00	.00	.00	.00
DIVISION TOTALS:				***1,479,750.00***	***1,479,750.00***	***1,479,750.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***1,479,750.00***	***1,479,750.00***	***1,479,750.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
990 Reserve For Contingencies										
990 Reserve For Contingencies										
2026	302	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										

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
303 Parking Meter FUND										
130 Department Of Finance										
134 Finance, Treasury										
2026	303	134	7100	17,950.00	17,950.00	.00	17,950.00	.00	17,950.00	.00
2026	303	134	7500	8,370.00	8,370.00	.00	8,370.00	.00	8,370.00	.00
DIVISION TOTALS:				***26,320.00***	***26,320.00***	***.00***	***26,320.00***	***.00***	***26,320.00***	***.00***
DEPARTMENT TOTALS:				***26,320.00***	***26,320.00***	***.00***	***26,320.00***	***.00***	***26,320.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
240 Dept. Of Enterprise Services										
248 Div Of Parking Facilities										
2026	303	248	7100	1,899,460.00	1,899,460.00	769,741.21	1,129,718.79	.00	1,129,718.79	.00
2026	303	248	7200	1,781,920.00	1,831,670.00	847,908.18	983,761.82	449,396.41	534,365.41	.00
2026	303	248	7300	179,050.00	179,050.00	33,642.58	145,407.42	35,474.24	109,933.18	.00
2026	303	248	7400	67,820.00	67,820.00	61,506.16	6,313.84	575.01	5,738.83	60,000.00
2026	303	248	7500	868,680.00	868,680.00	333,381.47	535,298.53	.00	535,298.53	.00
DIVISION TOTALS:				***4,796,930.00***	***4,846,680.00***	***2,046,179.60***	***2,800,500.40***	***485,445.66***	***2,315,054.74***	***60,000.00***
DEPARTMENT TOTALS:				***4,796,930.00***	***4,846,680.00***	***2,046,179.60***	***2,800,500.40***	***485,445.66***	***2,315,054.74***	***60,000.00***
PERCENT EXPENDED: 42.2 PERCENT EXPENDED AND ENCUMBERED: 52.2										
910 Employee Benefits										
911 Contribution To City Pension										
2026	303	911	7500	33,210.00	33,210.00	33,210.00	.00	.00	.00	.00
DIVISION TOTALS:				***33,210.00***	***33,210.00***	***33,210.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	303	919	7500	3,900.00	3,900.00	3,900.00	.00	.00	.00	.00
DIVISION TOTALS:				***3,900.00***	***3,900.00***	***3,900.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***37,110.00***	***37,110.00***	***37,110.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	303	921	7500	33,840.00	33,840.00	33,840.00	.00	.00	.00	.00
DIVISION TOTALS:				***33,840.00***	***33,840.00***	***33,840.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***33,840.00***	***33,840.00***	***33,840.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	303	944	7100	4,540.00	4,540.00	4,540.00	.00	.00	.00	.00
2026	303	944	7200	214,570.00	214,570.00	214,570.00	.00	.00	.00	.00
DIVISION TOTALS:				***219,110.00***	***219,110.00***	***219,110.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***219,110.00***	***219,110.00***	***219,110.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
306 Municipal Motor Vehicle Lic Tx FUND										
230 Dept Of Transportation & Engin										
238 Division of Traffic Services										
2026	306	238	7100	161,530.00	161,530.00	65,889.64	95,640.36	.00	95,640.36	.00
2026	306	238	7300	35,000.00	35,000.00	.00	35,000.00	.00	35,000.00	.00
2026	306	238	7500	63,580.00	63,580.00	27,160.74	36,419.26	.00	36,419.26	.00
DIVISION TOTALS:				***260,110.00***	***260,110.00***	***93,050.38***	***167,059.62***	***.00***	***167,059.62***	***.00***
DEPARTMENT TOTALS:				***260,110.00***	***260,110.00***	***93,050.38***	***167,059.62***	***.00***	***167,059.62***	***.00***
PERCENT EXPENDED: 35.8 PERCENT EXPENDED AND ENCUMBERED: 35.8										
250 Dept Of Public Services										
251 Office Of The Director										
2026	306	251	7100	55,390.00	55,390.00	.00	55,390.00	.00	55,390.00	.00
2026	306	251	7500	24,610.00	24,610.00	.00	24,610.00	.00	24,610.00	.00
DIVISION TOTALS:				***80,000.00***	***80,000.00***	***.00***	***80,000.00***	***.00***	***80,000.00***	***.00***
252 Traffic And Road Operations										
2026	306	252	7100	1,785,610.00	1,785,610.00	538,415.34	1,247,194.66	.00	1,247,194.66	.00
2026	306	252	7200	862,140.00	862,140.00	119,994.94	742,145.06	103,829.48	638,315.58	.00
2026	306	252	7300	1,121,060.00	1,121,060.00	78,312.34	1,042,747.66	41,264.86	1,001,482.80	.00
2026	306	252	7400	10,760.00	10,760.00	4,865.90	5,894.10	3,853.38	2,040.72	.00
2026	306	252	7500	720,060.00	720,060.00	228,101.33	491,958.67	.00	491,958.67	.00
DIVISION TOTALS:				***4,499,630.00***	***4,499,630.00***	***969,689.85***	***3,529,940.15***	***148,947.72***	***3,380,992.43***	***.00***
DEPARTMENT TOTALS:				***4,579,630.00***	***4,579,630.00***	***969,689.85***	***3,609,940.15***	***148,947.72***	***3,460,992.43***	***.00***
PERCENT EXPENDED: 21.2 PERCENT EXPENDED AND ENCUMBERED: 24.4										
910 Employee Benefits										
911 Contribution To City Pension										
2026	306	911	7500	20,020.00	20,020.00	20,020.00	.00	.00	.00	.00
DIVISION TOTALS:				***20,020.00***	***20,020.00***	***20,020.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	306	919	7500	3,700.00	3,700.00	3,310.75	389.25	.00	389.25	.00
DIVISION TOTALS:				***3,700.00***	***3,700.00***	***3,310.75***	***389.25***	***.00***	***389.25***	***.00***
DEPARTMENT TOTALS:				***23,720.00***	***23,720.00***	***23,330.75***	***389.25***	***.00***	***389.25***	***.00***
PERCENT EXPENDED: 98.4 PERCENT EXPENDED AND ENCUMBERED: 98.4										
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	306	921	7500	32,810.00	32,810.00	28,655.32	4,154.68	.00	4,154.68	.00
DIVISION TOTALS:				***32,810.00***	***32,810.00***	***28,655.32***	***4,154.68***	***.00***	***4,154.68***	***.00***
DEPARTMENT TOTALS:				***32,810.00***	***32,810.00***	***28,655.32***	***4,154.68***	***.00***	***4,154.68***	***.00***
PERCENT EXPENDED: 87.3 PERCENT EXPENDED AND ENCUMBERED: 87.3										

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										
2026	306	944	7100	3,120.00	3,120.00	3,120.00	.00	.00	.00	.00
2026	306	944	7200	208,090.00	208,090.00	192,419.03	15,670.97	.00	15,670.97	.00
DIVISION TOTALS:				***211,210.00***	***211,210.00***	***195,539.03***	***15,670.97***	***.00***	***15,670.97***	***.00***
DEPARTMENT TOTALS:				***211,210.00***	***211,210.00***	***195,539.03***	***15,670.97***	***.00***	***15,670.97***	***.00***
PERCENT EXPENDED: 92.6				***PERCENT EXPENDED AND ENCUMBERED:***				***92.6***		
318 Sawyer Point FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2026	318	202	7100	578,420.00	731,420.00	68,119.34	663,300.66	.00	663,300.66	.00
2026	318	202	7200	215,790.00	308,914.00	84,129.33	224,784.67	43,032.35	181,752.32	.00
2026	318	202	7300	272,070.00	282,063.00	101,947.95	180,115.05	74,575.74	105,539.31	.00
2026	318	202	7400	43,810.00	43,810.00	14,623.40	29,186.60	18,818.15	10,368.45	.00
2026	318	202	7500	133,750.00	133,750.00	18,743.50	115,006.50	.00	115,006.50	.00
DIVISION TOTALS:				***1,243,840.00***	***1,499,957.00***	***287,563.52***	***1,212,393.48***	***136,426.24***	***1,075,967.24***	***.00***
203 Parks, Adm & Program Services										
2026	318	203	7200	6,240.00	.00	.00	.00	.00	.00	.00
2026	318	203	7400	10,400.00	16,640.00	12,685.35	3,954.65	.00	3,954.65	.00
DIVISION TOTALS:				***16,640.00***	***16,640.00***	***12,685.35***	***3,954.65***	***.00***	***3,954.65***	***.00***
DEPARTMENT TOTALS:				***1,260,480.00***	***1,516,597.00***	***300,248.87***	***1,216,348.13***	***136,426.24***	***1,079,921.89***	***.00***
PERCENT EXPENDED: 19.8				***PERCENT EXPENDED AND ENCUMBERED:***				***28.8***		
910 Employee Benefits										
919 Public Employee Assistance										
2026	318	919	7500	1,100.00	1,100.00	280.29	819.71	.00	819.71	.00
DIVISION TOTALS:				***1,100.00***	***1,100.00***	***280.29***	***819.71***	***.00***	***819.71***	***.00***
DEPARTMENT TOTALS:				***1,100.00***	***1,100.00***	***280.29***	***819.71***	***.00***	***819.71***	***.00***
PERCENT EXPENDED: 25.5				***PERCENT EXPENDED AND ENCUMBERED:***				***25.5***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	318	921	7500	9,100.00	9,100.00	6,367.09	2,732.91	.00	2,732.91	.00
DIVISION TOTALS:				***9,100.00***	***9,100.00***	***6,367.09***	***2,732.91***	***.00***	***2,732.91***	***.00***
DEPARTMENT TOTALS:				***9,100.00***	***9,100.00***	***6,367.09***	***2,732.91***	***.00***	***2,732.91***	***.00***
PERCENT EXPENDED: 70.0				***PERCENT EXPENDED AND ENCUMBERED:***				***70.0***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	318	944	7200	57,680.00	57,680.00	42,754.67	14,925.33	.00	14,925.33	.00
DIVISION TOTALS:				***57,680.00***	***57,680.00***	***42,754.67***	***14,925.33***	***.00***	***14,925.33***	***.00***
DEPARTMENT TOTALS:				***57,680.00***	***57,680.00***	***42,754.67***	***14,925.33***	***.00***	***14,925.33***	***.00***
PERCENT EXPENDED: 74.1				***PERCENT EXPENDED AND ENCUMBERED:***				***74.1***		

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
323 Recreation Special Activities FUND										
190 Dept Of Public Recreation										
191 Recreation West Region										
2026	323	191	7100	816,450.00	816,450.00	338,282.58	478,167.42	.00	478,167.42	.00
2026	323	191	7200	186,950.00	168,950.00	78,153.70	90,796.30	26,899.51	63,896.79	.00
2026	323	191	7300	115,260.00	115,260.00	23,830.69	91,429.31	.00	91,429.31	.00
2026	323	191	7400	.00	18,000.00	10,521.58	7,478.42	.00	7,478.42	.00
2026	323	191	7500	51,190.00	51,190.00	16,724.09	34,465.91	.00	34,465.91	.00
DIVISION TOTALS:				***1,169,850.00***	***1,169,850.00***	***467,512.64***	***702,337.36***	***26,899.51***	***675,437.85***	***.00***
192 Recreation East Region										
2026	323	192	7100	1,272,380.00	1,272,380.00	491,675.83	780,704.17	.00	780,704.17	.00
2026	323	192	7200	189,020.00	173,220.00	105,674.21	67,545.79	24,930.73	42,615.06	.00
2026	323	192	7300	142,930.00	142,930.00	24,405.32	118,524.68	84.48	118,440.20	.00
2026	323	192	7400	1,150.00	16,950.00	9,327.73	7,622.27	.00	7,622.27	.00
2026	323	192	7500	57,720.00	57,720.00	25,982.33	31,737.67	.00	31,737.67	.00
DIVISION TOTALS:				***1,663,200.00***	***1,663,200.00***	***657,065.42***	***1,006,134.58***	***25,015.21***	***981,119.37***	***.00***
193 Recreation Central Region										
2026	323	193	7100	1,007,230.00	1,007,230.00	445,575.60	561,654.40	.00	561,654.40	.00
2026	323	193	7200	235,390.00	214,390.00	116,497.59	97,892.41	43,986.27	53,906.14	.00
2026	323	193	7300	179,940.00	179,940.00	22,334.41	157,605.59	1,480.12	156,125.47	.00
2026	323	193	7400	2,980.00	23,980.00	15,403.75	8,576.25	8,081.52	494.73	.00
2026	323	193	7500	45,900.00	45,900.00	22,942.71	22,957.29	.00	22,957.29	.00
DIVISION TOTALS:				***1,471,440.00***	***1,471,440.00***	***622,754.06***	***848,685.94***	***53,547.91***	***795,138.03***	***.00***
197 Recreation Athletics										
2026	323	197	7100	495,030.00	495,030.00	305,028.15	190,001.85	.00	190,001.85	.00
2026	323	197	7200	383,500.00	383,500.00	147,068.51	236,431.49	139,402.33	97,029.16	.00
2026	323	197	7300	158,760.00	158,760.00	58,263.59	100,496.41	1,351.20	99,145.21	.00
2026	323	197	7400	108,290.00	108,290.00	38,122.44	70,167.56	68,688.00	1,479.56	.00
2026	323	197	7500	44,010.00	44,010.00	5,550.66	38,459.34	.00	38,459.34	.00
DIVISION TOTALS:				***1,189,590.00***	***1,189,590.00***	***554,033.35***	***635,556.65***	***209,441.53***	***426,115.12***	***.00***
199 Recreation Administration										
2026	323	199	7100	2,190.00	2,190.00	-107,816.96	110,006.96	.00	110,006.96	.00
2026	323	199	7200	248,490.00	248,490.00	2,423.56	246,066.44	16,620.00	229,446.44	.00
2026	323	199	7300	35,430.00	35,430.00	.00	35,430.00	.00	35,430.00	28,249.40
2026	323	199	7400	165,840.00	165,840.00	31,198.00	134,642.00	.00	134,642.00	.00
2026	323	199	7500	180.00	180.00	.00	180.00	.00	180.00	.00
2026	323	199	7600	14,140.00	14,140.00	.00	14,140.00	.00	14,140.00	.00
DIVISION TOTALS:				***466,270.00***	***466,270.00***	***-74,195.40***	***540,465.40***	***16,620.00***	***523,845.40***	***28,249.40***
DEPARTMENT TOTALS:				***5,960,350.00***	***5,960,350.00***	***2,227,170.07***	***3,733,179.93***	***331,524.16***	***3,401,655.77***	***28,249.40***
PERCENT EXPENDED: 37.4				***PERCENT EXPENDED AND ENCUMBERED:***			***42.9***			
910 Employee Benefits										
919 Public Employee Assistance										
2026	323	919	7500	6,600.00	6,600.00	6,600.00	.00	.00	.00	.00
DIVISION TOTALS:				***6,600.00***	***6,600.00***	***6,600.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***6,600.00***	***6,600.00***	***6,600.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***			***100.0***			

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										
2026	323	921	7500	58,050.00	58,050.00	58,050.00	.00	.00	.00	.00
DIVISION TOTALS:				***58,050.00***	***58,050.00***	***58,050.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***58,050.00***	***58,050.00***	***58,050.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	323	944	7200	368,140.00	368,140.00	368,140.00	.00	.00	.00	.00
DIVISION TOTALS:				***368,140.00***	***368,140.00***	***368,140.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***368,140.00***	***368,140.00***	***368,140.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
329 Cincinnati Riverfront Park FUND										
200 Department Of Parks										
202 Parks, Operations & Facility Mgmt										
2026	329	202	7100	798,330.00	798,330.00	.00	798,330.00	.00	798,330.00	.00
2026	329	202	7200	276,750.00	281,726.00	11,098.49	270,627.51	139,326.69	131,300.82	.00
2026	329	202	7300	98,970.00	149,074.00	49,992.70	99,081.30	35,948.21	63,133.09	.00
2026	329	202	7400	30,600.00	30,600.00	13,690.00	16,910.00	.00	16,910.00	.00
2026	329	202	7500	370,450.00	370,450.00	.00	370,450.00	.00	370,450.00	.00
DIVISION TOTALS:				***1,575,100.00***	***1,630,180.00***	***74,781.19***	***1,555,398.81***	***175,274.90***	***1,380,123.91***	***.00***
203 Parks, Adm & Program Services										
2026	329	203	7200	7,280.00	.00	.00	.00	.00	.00	.00
2026	329	203	7400	10,400.00	17,680.00	11,113.91	6,566.09	.00	6,566.09	.00
DIVISION TOTALS:				***17,680.00***	***17,680.00***	***11,113.91***	***6,566.09***	***.00***	***6,566.09***	***.00***
DEPARTMENT TOTALS:				***1,592,780.00***	***1,647,860.00***	***85,895.10***	***1,561,964.90***	***175,274.90***	***1,386,690.00***	***.00***
PERCENT EXPENDED: 5.2 PERCENT EXPENDED AND ENCUMBERED: 15.8										
910 Employee Benefits										
919 Public Employee Assistance										
2026	329	919	7500	1,500.00	1,500.00	.00	1,500.00	.00	1,500.00	.00
DIVISION TOTALS:				***1,500.00***	***1,500.00***	***.00***	***1,500.00***	***.00***	***1,500.00***	***.00***
DEPARTMENT TOTALS:				***1,500.00***	***1,500.00***	***.00***	***1,500.00***	***.00***	***1,500.00***	***.00***
PERCENT EXPENDED: .0 PERCENT EXPENDED AND ENCUMBERED: .0										
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	329	921	7500	13,270.00	13,270.00	13,270.00	.00	.00	.00	.00
DIVISION TOTALS:				***13,270.00***	***13,270.00***	***13,270.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***13,270.00***	***13,270.00***	***13,270.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										

329 944 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 73
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

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										
2026	329	944	7200	84,150.00	84,150.00	84,150.00	.00	.00	.00	.00
DIVISION TOTALS:				***84,150.00***	***84,150.00***	***84,150.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***84,150.00***	***84,150.00***	***84,150.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***			***100.0***			
347 Hazard Abatement Fund FUND										
210 Dept Of Bldgs & Inspections										
211 Bldg & Inspections, Director										
2026	347	211	7200	100,000.00	100,000.00	.00	100,000.00	.00	100,000.00	.00
DIVISION TOTALS:				***100,000.00***	***100,000.00***	***.00***	***100,000.00***	***.00***	***100,000.00***	***.00***
212 Bldg & Inspections, Licenses & Permits										
2026	347	212	7100	434,320.00	434,320.00	.00	434,320.00	.00	434,320.00	.00
2026	347	212	7200	50,260.00	50,260.00	23,768.78	26,491.22	21,170.00	5,321.22	.00
2026	347	212	7300	10,430.00	10,430.00	.00	10,430.00	.00	10,430.00	.00
2026	347	212	7500	202,260.00	202,260.00	.00	202,260.00	.00	202,260.00	.00
DIVISION TOTALS:				***697,270.00***	***697,270.00***	***23,768.78***	***673,501.22***	***21,170.00***	***652,331.22***	***.00***
DEPARTMENT TOTALS:				***797,270.00***	***797,270.00***	***23,768.78***	***773,501.22***	***21,170.00***	***752,331.22***	***.00***
PERCENT EXPENDED: 3.0				***PERCENT EXPENDED AND ENCUMBERED:***			***5.6***			
910 Employee Benefits										
919 Public Employee Assistance										
2026	347	919	7500	900.00	900.00	.00	900.00	.00	900.00	.00
DIVISION TOTALS:				***900.00***	***900.00***	***.00***	***900.00***	***.00***	***900.00***	***.00***
DEPARTMENT TOTALS:				***900.00***	***900.00***	***.00***	***900.00***	***.00***	***900.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***			***.0***			
364 911 Cell Phone Fees FUND										
090 Enterprise Technology Solution										
091 Enterprise Technology Solutions										
2026	364	091	7200	21,250.00	21,250.00	2,282.50	18,967.50	.00	18,967.50	.00
DIVISION TOTALS:				***21,250.00***	***21,250.00***	***2,282.50***	***18,967.50***	***.00***	***18,967.50***	***.00***
DEPARTMENT TOTALS:				***21,250.00***	***21,250.00***	***2,282.50***	***18,967.50***	***.00***	***18,967.50***	***.00***
PERCENT EXPENDED: 10.7				***PERCENT EXPENDED AND ENCUMBERED:***			***10.7***			
100 Office Of The City Manager										
103 Emergency Communications										
2026	364	103	7100	662,780.00	662,780.00	.00	662,780.00	.00	662,780.00	.00
2026	364	103	7200	216,070.00	216,070.00	14,963.19	201,106.81	13,375.00	187,731.81	.00
2026	364	103	7300	129,300.00	95,300.00	.00	95,300.00	.00	95,300.00	.00
2026	364	103	7400	299,130.00	333,130.00	325,771.91	7,358.09	3,200.00	4,158.09	.00
2026	364	103	7500	283,480.00	283,480.00	.00	283,480.00	.00	283,480.00	.00
DIVISION TOTALS:				***1,590,760.00***	***1,590,760.00***	***340,735.10***	***1,250,024.90***	***16,575.00***	***1,233,449.90***	***.00***
DEPARTMENT TOTALS:				***1,590,760.00***	***1,590,760.00***	***340,735.10***	***1,250,024.90***	***16,575.00***	***1,233,449.90***	***.00***
PERCENT EXPENDED: 21.4				***PERCENT EXPENDED AND ENCUMBERED:***			***22.5***			

377 253 CITY OF CINCINNATI - DEPARTMENT OF FINANCE PGM ID: CFSFA104
RUN DATE: 12/09/2025 DIVISION OF ACCOUNTS AND AUDITS PAGE: 74
RUN TIME: 09.02.04 STATEMENT OF BALANCES
APPROPRIATED FUNDS
AS OF 11 / 30 / 2025

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
377 Safe & Clean FUND										
250 Dept Of Public Services										
253 Div Of Neighborhood Operations										
2026	377	253	7200	50,000.00	50,000.00	.00	50,000.00	.00	50,000.00	.00
DIVISION TOTALS:				***50,000.00***	***50,000.00***	***.00***	***50,000.00***	***.00***	***50,000.00***	***.00***
DEPARTMENT TOTALS:				***50,000.00***	***50,000.00***	***.00***	***50,000.00***	***.00***	***50,000.00***	***.00***
PERCENT EXPENDED: .0				***PERCENT EXPENDED AND ENCUMBERED:***				***.0***		
395 Community Health Center FUND										
260 Department Of Public Health										
264 Primary Health Care - S.P.										
2026	395	264	7100	404,050.00	404,050.00	136,288.09	267,761.91	.00	267,761.91	.00
2026	395	264	7200	770.00	2,269.00	1,621.89	647.11	248.99	398.12	.00
2026	395	264	7300	2,260.00	761.00	346.58	414.42	.00	414.42	.00
2026	395	264	7500	159,030.00	159,030.00	63,060.64	95,969.36	.00	95,969.36	.00
DIVISION TOTALS:				***566,110.00***	***566,110.00***	***201,317.20***	***364,792.80***	***248.99***	***364,543.81***	***.00***
265 Primary Health Care - H.C.										
2026	395	265	7100	9,497,150.00	9,497,150.00	3,149,037.57	6,348,112.43	.00	6,348,112.43	.00
2026	395	265	7200	3,750,380.00	5,650,380.00	1,562,636.52	4,087,743.48	3,267,771.04	819,972.44	.00
2026	395	265	7300	1,734,660.00	1,734,660.00	93,936.69	1,640,723.31	42,786.37	1,597,936.94	.00
2026	395	265	7400	1,424,310.00	1,524,310.00	542,504.66	981,805.34	956,689.02	25,116.32	39,434.38
2026	395	265	7500	3,682,130.00	3,682,130.00	1,359,335.73	2,322,794.27	.00	2,322,794.27	.00
DIVISION TOTALS:				***20,088,630.00***	***22,088,630.00***	***6,707,451.17***	***15,381,178.83***	***4,267,246.43***	***11,113,932.40***	***39,434.38***
266 School & Adolescent Health										
2026	395	266	7100	5,169,020.00	5,169,020.00	1,697,000.95	3,472,019.05	.00	3,472,019.05	.00
2026	395	266	7200	606,200.00	637,533.00	180,127.83	457,405.17	457,158.02	247.15	.00
2026	395	266	7300	378,820.00	87,190.00	42,398.18	44,791.82	44,758.96	32.86	.00
2026	395	266	7400	180,500.00	440,797.00	85,610.71	355,186.29	355,185.04	1.25	.00
2026	395	266	7500	2,095,740.00	2,095,740.00	883,985.30	1,211,754.70	.00	1,211,754.70	.00
DIVISION TOTALS:				***8,430,280.00***	***8,430,280.00***	***2,889,122.97***	***5,541,157.03***	***857,102.02***	***4,684,055.01***	***.00***
DEPARTMENT TOTALS:				***29,085,020.00***	***31,085,020.00***	***9,797,891.34***	***21,287,128.66***	***5,124,597.44***	***16,162,531.22***	***39,434.38***
PERCENT EXPENDED: 31.5				***PERCENT EXPENDED AND ENCUMBERED:***				***48.0***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	395	911	7500	115,160.00	115,160.00	115,160.00	.00	.00	.00	.00
DIVISION TOTALS:				***115,160.00***	***115,160.00***	***115,160.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	395	919	7500	27,800.00	27,800.00	25,805.30	1,994.70	.00	1,994.70	.00
DIVISION TOTALS:				***27,800.00***	***27,800.00***	***25,805.30***	***1,994.70***	***.00***	***1,994.70***	***.00***
DEPARTMENT TOTALS:				***142,960.00***	***142,960.00***	***140,965.30***	***1,994.70***	***.00***	***1,994.70***	***.00***
PERCENT EXPENDED: 98.6				***PERCENT EXPENDED AND ENCUMBERED:***				***98.6***		

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										
2026	395	921	7500	247,110.00	247,110.00	236,485.09	10,624.91	.00	10,624.91	.00
DIVISION TOTALS:				***247,110.00***	***247,110.00***	***236,485.09***	***10,624.91***	***.00***	***10,624.91***	***.00***
DEPARTMENT TOTALS:				***247,110.00***	***247,110.00***	***236,485.09***	***10,624.91***	***.00***	***10,624.91***	***.00***
PERCENT EXPENDED: 95.7 PERCENT EXPENDED AND ENCUMBERED: 95.7										
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	395	944	7200	1,567,230.00	1,567,230.00	1,567,230.00	.00	.00	.00	.00
DIVISION TOTALS:				***1,567,230.00***	***1,567,230.00***	***1,567,230.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***1,567,230.00***	***1,567,230.00***	***1,567,230.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0 PERCENT EXPENDED AND ENCUMBERED: 100.0										
416 Cincinnati Health District FUND										
260 Department Of Public Health										
261 Health, Office Of The Commissioner										
2026	416	261	7100	1,900,780.00	1,900,780.00	633,680.80	1,267,099.20	.00	1,267,099.20	.00
2026	416	261	7200	436,210.00	671,210.00	539,810.86	131,399.14	9,221.58	122,177.56	.00
2026	416	261	7300	72,780.00	72,780.00	10,702.84	62,077.16	4,095.23	57,981.93	.00
2026	416	261	7400	41,770.00	72,160.00	23,564.22	48,595.78	21,248.58	27,347.20	.00
2026	416	261	7500	591,980.00	591,980.00	252,695.60	339,284.40	.00	339,284.40	.00
2026	416	261	7600	3,070.00	3,070.00	.00	3,070.00	.00	3,070.00	.00
DIVISION TOTALS:				***3,046,590.00***	***3,311,980.00***	***1,460,454.32***	***1,851,525.68***	***34,565.39***	***1,816,960.29***	***.00***
262 Health, Technical Resources										
2026	416	262	7100	2,062,240.00	2,062,240.00	655,988.91	1,406,251.09	.00	1,406,251.09	.00
2026	416	262	7200	517,730.00	487,730.00	173,091.65	314,638.35	313,197.83	1,440.52	.00
2026	416	262	7300	71,460.00	96,460.00	45,677.42	50,782.58	50,649.46	133.12	.00
2026	416	262	7400	3,620.00	8,620.00	3,595.88	5,024.12	4,796.97	227.15	.00
2026	416	262	7500	839,630.00	839,630.00	281,013.16	558,616.84	.00	558,616.84	.00
DIVISION TOTALS:				***3,494,680.00***	***3,494,680.00***	***1,159,367.02***	***2,335,312.98***	***368,644.26***	***1,966,668.72***	***.00***
263 Div Of Community Health										
2026	416	263	7100	3,678,320.00	3,678,320.00	1,400,055.57	2,278,264.43	.00	2,278,264.43	.00
2026	416	263	7200	264,460.00	211,460.00	113,586.11	97,873.89	54,966.92	42,906.97	.00
2026	416	263	7300	36,940.00	36,940.00	19,163.27	17,776.73	356.23	17,420.50	.00
2026	416	263	7400	1,030.00	54,030.00	33,896.25	20,133.75	4,577.55	15,556.20	.00
2026	416	263	7500	1,427,650.00	1,427,650.00	588,678.38	838,971.62	.00	838,971.62	.00
DIVISION TOTALS:				***5,408,400.00***	***5,408,400.00***	***2,155,379.58***	***3,253,020.42***	***59,900.70***	***3,193,119.72***	***.00***
264 Primary Health Care - S.P.										
2026	416	264	7100	1,796,750.00	1,796,750.00	575,546.45	1,221,203.55	.00	1,221,203.55	.00
2026	416	264	7200	54,220.00	109,520.00	33,369.81	76,150.19	76,031.99	118.20	.00
2026	416	264	7300	6,870.00	23,870.00	6,728.04	17,141.96	16,765.92	376.04	.00
2026	416	264	7400	82,430.00	10,130.00	3,106.74	7,023.26	5,996.13	1,027.13	.00
2026	416	264	7500	699,660.00	699,660.00	242,877.82	456,782.18	.00	456,782.18	.00
DIVISION TOTALS:				***2,639,930.00***	***2,639,930.00***	***861,628.86***	***1,778,301.14***	***98,794.04***	***1,679,507.10***	***.00***

FY	FND	AGY	OBJT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
265 Primary Health Care - H.C.										
2026	416	265	7100	4,503,730.00	4,503,730.00	1,870,767.99	2,632,962.01	.00	2,632,962.01	.00
2026	416	265	7200	27,650.00	25,650.00	2,499.17	23,150.83	342.93	22,807.90	.00
2026	416	265	7300	9,550.00	11,550.00	10,801.59	748.41	.00	748.41	.00
2026	416	265	7400	2,500.00	2,500.00	600.00	1,900.00	.00	1,900.00	.00
2026	416	265	7500	1,560,970.00	1,560,970.00	476,116.70	1,084,853.30	.00	1,084,853.30	.00
DIVISION TOTALS:				***6,104,400.00***	***6,104,400.00***	***2,360,785.45***	***3,743,614.55***	***342.93***	***3,743,271.62***	***.00***
266 School & Adolescent Health										
2026	416	266	7100	772,410.00	772,410.00	246,634.55	525,775.45	.00	525,775.45	.00
2026	416	266	7200	93,910.00	93,910.00	1,291.73	92,618.27	.00	92,618.27	.00
2026	416	266	7300	21,800.00	21,800.00	2,173.60	19,626.40	77.46	19,548.94	.00
2026	416	266	7500	298,690.00	298,690.00	99,947.10	198,742.90	.00	198,742.90	.00
DIVISION TOTALS:				***1,186,810.00***	***1,186,810.00***	***350,046.98***	***836,763.02***	***77.46***	***836,685.56***	***.00***
DEPARTMENT TOTALS:				***21,880,810.00***	***22,146,200.00***	***8,347,662.21***	***13,798,537.79***	***562,324.78***	***13,236,213.01***	***.00***
PERCENT EXPENDED: 37.7 PERCENT EXPENDED AND ENCUMBERED:								***40.2***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	416	911	7500	121,810.00	121,810.00	121,810.00	.00	.00	.00	.00
DIVISION TOTALS:				***121,810.00***	***121,810.00***	***121,810.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	416	919	7500	28,300.00	28,300.00	25,574.57	2,725.43	.00	2,725.43	.00
DIVISION TOTALS:				***28,300.00***	***28,300.00***	***25,574.57***	***2,725.43***	***.00***	***2,725.43***	***.00***
DEPARTMENT TOTALS:				***150,110.00***	***150,110.00***	***147,384.57***	***2,725.43***	***.00***	***2,725.43***	***.00***
PERCENT EXPENDED: 98.2 PERCENT EXPENDED AND ENCUMBERED:								***98.2***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	416	921	7500	251,060.00	251,060.00	233,088.73	17,971.27	.00	17,971.27	.00
DIVISION TOTALS:				***251,060.00***	***251,060.00***	***233,088.73***	***17,971.27***	***.00***	***17,971.27***	***.00***
DEPARTMENT TOTALS:				***251,060.00***	***251,060.00***	***233,088.73***	***17,971.27***	***.00***	***17,971.27***	***.00***
PERCENT EXPENDED: 92.8 PERCENT EXPENDED AND ENCUMBERED:								***92.8***		
940 Govt'Al & Prof'Al Services										
941 Audit And Examiner's Fees										
2026	416	941	7200	6,000.00	6,000.00	.00	6,000.00	.00	6,000.00	.00
DIVISION TOTALS:				***6,000.00***	***6,000.00***	***.00***	***6,000.00***	***.00***	***6,000.00***	***.00***
944 General Fund Overhead										
2026	416	944	7100	13,680.00	13,680.00	13,680.00	.00	.00	.00	.00
DIVISION TOTALS:				***13,680.00***	***13,680.00***	***13,680.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***19,680.00***	***19,680.00***	***13,680.00***	***6,000.00***	***.00***	***6,000.00***	***.00***
PERCENT EXPENDED: 69.5 PERCENT EXPENDED AND ENCUMBERED:								***69.5***		

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										
100 Office Of The City Manager										
108 Dept of Performance & Data Analytics										
2026	449	108	7100	2,188,800.00	2,188,800.00	730,639.82	1,458,160.18	.00	1,458,160.18	.00
2026	449	108	7200	1,007,730.00	212,754.00	95,195.54	117,558.46	45,075.00	72,483.46	.00
2026	449	108	7300	59,420.00	59,420.00	375.64	59,044.36	2,000.00	57,044.36	.00
2026	449	108	7400	1,004,770.00	1,799,746.00	931,142.21	868,603.79	852,318.85	16,284.94	.00
2026	449	108	7500	712,910.00	712,910.00	276,529.44	436,380.56	.00	436,380.56	.00
DIVISION TOTALS:				***4,973,630.00***	***4,973,630.00***	***2,033,882.65***	***2,939,747.35***	***899,393.85***	***2,040,353.50***	***.00***
DEPARTMENT TOTALS:				***4,973,630.00***	***4,973,630.00***	***2,033,882.65***	***2,939,747.35***	***899,393.85***	***2,040,353.50***	***.00***
PERCENT EXPENDED: 40.9 PERCENT EXPENDED AND ENCUMBERED:								***59.0***		
910 Employee Benefits										
911 Contribution To City Pension										
2026	449	911	7500	32,090.00	32,090.00	32,090.00	.00	.00	.00	.00
DIVISION TOTALS:				***32,090.00***	***32,090.00***	***32,090.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	449	919	7500	4,100.00	4,100.00	3,613.17	486.83	.00	486.83	.00
DIVISION TOTALS:				***4,100.00***	***4,100.00***	***3,613.17***	***486.83***	***.00***	***486.83***	***.00***
DEPARTMENT TOTALS:				***36,190.00***	***36,190.00***	***35,703.17***	***486.83***	***.00***	***486.83***	***.00***
PERCENT EXPENDED: 98.7 PERCENT EXPENDED AND ENCUMBERED:								***98.7***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	449	921	7500	36,050.00	36,050.00	33,086.13	2,963.87	.00	2,963.87	.00
DIVISION TOTALS:				***36,050.00***	***36,050.00***	***33,086.13***	***2,963.87***	***.00***	***2,963.87***	***.00***
DEPARTMENT TOTALS:				***36,050.00***	***36,050.00***	***33,086.13***	***2,963.87***	***.00***	***2,963.87***	***.00***
PERCENT EXPENDED: 91.8 PERCENT EXPENDED AND ENCUMBERED:								***91.8***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	449	944	7200	228,610.00	228,610.00	222,171.81	6,438.19	.00	6,438.19	.00
DIVISION TOTALS:				***228,610.00***	***228,610.00***	***222,171.81***	***6,438.19***	***.00***	***6,438.19***	***.00***
DEPARTMENT TOTALS:				***228,610.00***	***228,610.00***	***222,171.81***	***6,438.19***	***.00***	***6,438.19***	***.00***
PERCENT EXPENDED: 97.2 PERCENT EXPENDED AND ENCUMBERED:								***97.2***		
455 Streetcar Operations FUND										
110 Department Of Law										
111 Civil										
2026	455	111	7100	106,960.00	106,960.00	38,867.06	68,092.94	.00	68,092.94	.00
2026	455	111	7500	46,720.00	46,720.00	16,806.47	29,913.53	.00	29,913.53	.00
DIVISION TOTALS:				***153,680.00***	***153,680.00***	***55,673.53***	***98,006.47***	***.00***	***98,006.47***	***.00***
DEPARTMENT TOTALS:				***153,680.00***	***153,680.00***	***55,673.53***	***98,006.47***	***.00***	***98,006.47***	***.00***
PERCENT EXPENDED: 36.2 PERCENT EXPENDED AND ENCUMBERED:								***36.2***		

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 Divsion of Streetcar Operations										
2026	455	236	7100	397,840.00	397,840.00	141,505.22	256,334.78	.00	256,334.78	.00
2026	455	236	7200	5,463,010.00	5,490,788.00	965,380.79	4,525,407.21	3,154,658.40	1,370,748.81	1.00
2026	455	236	7300	11,000.00	11,000.00	1,646.68	9,353.32	.00	9,353.32	.00
2026	455	236	7400	49,600.00	49,600.00	8,794.18	40,805.82	2,635.62	38,170.20	.00
2026	455	236	7500	141,890.00	141,890.00	44,843.91	97,046.09	.00	97,046.09	.00
DIVISION TOTALS:				***6,063,340.00***	***6,091,118.00***	***1,162,170.78***	***4,928,947.22***	***3,157,294.02***	***1,771,653.20***	***1.00***
238 Division of Traffic Services										
2026	455	238	7100	94,580.00	94,580.00	38,153.37	56,426.63	.00	56,426.63	.00
2026	455	238	7500	28,840.00	28,840.00	12,162.87	16,677.13	.00	16,677.13	.00
DIVISION TOTALS:				***123,420.00***	***123,420.00***	***50,316.24***	***73,103.76***	***.00***	***73,103.76***	***.00***
DEPARTMENT TOTALS:				***6,186,760.00***	***6,214,538.00***	***1,212,487.02***	***5,002,050.98***	***3,157,294.02***	***1,844,756.96***	***1.00***
PERCENT EXPENDED: 19.5				***PERCENT EXPENDED AND ENCUMBERED:***				***70.3***		
910 Employee Benefits										
919 Public Employee Assistance										
2026	455	919	7500	1,100.00	1,100.00	969.72	130.28	.00	130.28	.00
DIVISION TOTALS:				***1,100.00***	***1,100.00***	***969.72***	***130.28***	***.00***	***130.28***	***.00***
DEPARTMENT TOTALS:				***1,100.00***	***1,100.00***	***969.72***	***130.28***	***.00***	***130.28***	***.00***
PERCENT EXPENDED: 88.2				***PERCENT EXPENDED AND ENCUMBERED:***				***88.2***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	455	921	7500	9,670.00	9,670.00	9,670.00	.00	.00	.00	.00
DIVISION TOTALS:				***9,670.00***	***9,670.00***	***9,670.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***9,670.00***	***9,670.00***	***9,670.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	455	944	7200	61,320.00	61,320.00	61,320.00	.00	.00	.00	.00
DIVISION TOTALS:				***61,320.00***	***61,320.00***	***61,320.00***	***.00***	***.00***	***.00***	***.00***
DEPARTMENT TOTALS:				***61,320.00***	***61,320.00***	***61,320.00***	***.00***	***.00***	***.00***	***.00***
PERCENT EXPENDED: 100.0				***PERCENT EXPENDED AND ENCUMBERED:***				***100.0***		
457 CLEAR FUND										
090 Enterprise Technology Solution										
093 ETS-CLEAR										
2026	457	093	7100	1,768,380.00	1,768,380.00	475,813.59	1,292,566.41	.00	1,292,566.41	.00
2026	457	093	7200	2,170,880.00	2,170,880.00	681,218.21	1,489,661.79	501,760.47	987,901.32	.00
2026	457	093	7300	902,200.00	902,200.00	31,030.33	871,169.67	50,150.12	821,019.55	.00
2026	457	093	7400	1,018,360.00	1,018,360.00	310,720.63	707,639.37	136,393.26	571,246.11	81,678.00
2026	457	093	7500	545,690.00	545,690.00	183,328.87	362,361.13	.00	362,361.13	.00
DIVISION TOTALS:				***6,405,510.00***	***6,405,510.00***	***1,682,111.63***	***4,723,398.37***	***688,303.85***	***4,035,094.52***	***81,678.00***
DEPARTMENT TOTALS:				***6,405,510.00***	***6,405,510.00***	***1,682,111.63***	***4,723,398.37***	***688,303.85***	***4,035,094.52***	***81,678.00***
PERCENT EXPENDED: 26.3				***PERCENT EXPENDED AND ENCUMBERED:***				***37.0***		

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										
2026	457	911	7500	14,150.00	14,150.00	14,150.00	.00	.00	.00	.00
DIVISION TOTALS:				***14,150.00***	***14,150.00***	***14,150.00***	***.00***	***.00***	***.00***	***.00***
919 Public Employee Assistance										
2026	457	919	7500	3,200.00	3,200.00	2,070.89	1,129.11	.00	1,129.11	.00
DIVISION TOTALS:				***3,200.00***	***3,200.00***	***2,070.89***	***1,129.11***	***.00***	***1,129.11***	***.00***
DEPARTMENT TOTALS:				***17,350.00***	***17,350.00***	***16,220.89***	***1,129.11***	***.00***	***1,129.11***	***.00***
PERCENT EXPENDED: 93.5 PERCENT EXPENDED AND ENCUMBERED:								***93.5***		
920 Employee Benefits (Cont)										
921 Workers' Comp Insurance										
2026	457	921	7500	28,450.00	28,450.00	18,906.18	9,543.82	.00	9,543.82	.00
DIVISION TOTALS:				***28,450.00***	***28,450.00***	***18,906.18***	***9,543.82***	***.00***	***9,543.82***	***.00***
DEPARTMENT TOTALS:				***28,450.00***	***28,450.00***	***18,906.18***	***9,543.82***	***.00***	***9,543.82***	***.00***
PERCENT EXPENDED: 66.5 PERCENT EXPENDED AND ENCUMBERED:								***66.5***		
940 Govt'Al & Prof'Al Services										
944 General Fund Overhead										
2026	457	944	7200	180,420.00	180,420.00	126,954.05	53,465.95	.00	53,465.95	.00
DIVISION TOTALS:				***180,420.00***	***180,420.00***	***126,954.05***	***53,465.95***	***.00***	***53,465.95***	***.00***
DEPARTMENT TOTALS:				***180,420.00***	***180,420.00***	***126,954.05***	***53,465.95***	***.00***	***53,465.95***	***.00***
PERCENT EXPENDED: 70.4 PERCENT EXPENDED AND ENCUMBERED:								***70.4***		

RUN DATE: 12/09/2025 CITY OF CINCINNATI - DEPARTMENT OF FINANCE CFSFA105
RUN TIME: 09.02.37 DIVISION OF ACCOUNTS AND AUDITS PAGE: 1
STATEMENT OF BALANCES
RESTRICTED FUNDS
AS OF 11 / 30 / 2025

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
010	***City Treasurer FUND***							
010	000	44,584,110.13	42,734,809.52	.00	42,734,809.52	.00	42,734,809.52	.00
161	***MSD Debt Serv Multi Series FUND***							
161	000	.00	144,818.54	144,818.54	.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	10,189,396.83	10,273,253.58	.00	10,273,253.58	.00	10,273,253.58	.00
166	***Graeters Bonds FUND***							
166	000	194,778.71	534,103.03	600,572.67	-66,469.64	7,150.00	-73,619.64	.00
201	***Reproduction And Printing FUND***							
201	000	306,709.33	701,938.49	422,910.82	279,027.67	158,236.01	120,791.66	.00
202	***Fleet Services FUND***							
202	000	837,176.79	8,300,667.08	7,535,764.31	764,902.77	7,242,734.31	-6,477,831.54	.00
204	***Water Works Stores -Materials FUND***							
204	000	715,330.62	3,395,081.25	2,780,514.91	614,566.34	2,294,277.76	-1,679,711.42	.00
205	***Fuel System FUND***							
205	000	3,517,288.82	7,660,513.64	4,150,089.78	3,510,423.86	4,586,520.58	-1,076,096.72	.00
207	***Recreation Stores FUND***							
207	000	5,593.38	111,108.40	54,303.26	56,805.14	34,459.25	22,345.89	.00
209	***Property Management Unit FUND***							
209	000	3,541,664.05	1,770,722.59	496,945.49	1,273,777.10	70,551.47	1,203,225.63	.00
210	***Highway Maintenance Stores FUND***							
210	000	406,662.77	412,016.08	3,365.24	408,650.84	203,328.32	205,322.52	.00
212	***Employee Safety & Risk Mangmt FUND***							
212	000	2,402,190.04	5,565,206.11	2,106,552.29	3,458,653.82	2,313,429.78	1,145,224.04	15,285.00
213	***Employee Workers' Comp FUND***							
213	000	23,178,697.45	28,543,082.13	1,272,116.32	27,270,965.81	632,305.20	26,638,660.61	.00
214	***Water Works Stores -Chemicals FUND***							
214	000	2,619,282.60	5,097,823.28	2,580,548.63	2,517,274.65	14,240,821.98	-11,723,547.33	.00
304	***Community Dev Block Grant FUND***							
304	000	1,164,050.32	2,910,400.50	3,325,444.43	-415,043.93	4,823,195.54	-5,238,239.47	202,742.02
307	***Convention Center Expansn Tax FUND***							
307	000	2,087,012.59	4,145,260.90	1,198,649.51	2,946,611.39	1,648,144.68	1,298,466.71	.00
308	***Citizens Summer Jobs FUND***							
308	000	1,813,826.56	2,868,756.56	486,757.52	2,381,999.04	940,652.83	1,441,346.21	.00
310	***Employee Relations FUND***							
310	000	255.82	255.82	.00	255.82	.00	255.82	.00

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
311	***Water Works Activity FUND***							
311	000	3,472.11	7,577.12	4,006.91	3,570.21	.00	3,570.21	.00
312	***Water Works Private Lead Service Line Replacement FUND***							
312	000	10,611,276.16	11,683,131.28	1,453,277.54	10,229,853.74	3,076,897.47	7,152,956.27	5,565,869.84
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	614,214.62	640,244.62	38,299.49	601,945.13	.00	601,945.13	.00
317	***Urban Dev Property Operations FUND***							
317	000	2,205,406.22	2,579,556.51	85,548.39	2,494,008.12	73,165.53	2,420,842.59	.00
319	***Contributions For Recreation FUND***							
319	000	16,196.79	62,742.52	11,713.36	51,029.16	7,281.70	43,747.46	.00
320	***Crosley Field Trust FUND***							
320	000	411,486.35	420,561.97	.00	420,561.97	.00	420,561.97	.00
321	***Kroger Trust FUND***							
321	000	65,375.70	65,913.73	.00	65,913.73	.00	65,913.73	.00
324	***Recreation Fed Grant Project FUND***							
324	000	713,450.19	834,048.76	4,789.23	829,259.53	99,000.85	730,258.68	.00
326	***Park Miscellaneous Revenue and Special Activities FUND***							
326	000	497,768.10	984,357.12	324,505.54	659,851.58	98,165.56	561,686.02	.00
327	***W.M. Ampt Free Concerts FUND***							
327	000	20,779.96	20,779.96	10,307.75	10,472.21	.00	10,472.21	.00
328	***Groesbeck Endowments FUND***							
328	000	175,140.33	175,140.33	2,970.00	172,170.33	.00	172,170.33	.00
330	***Park Lodge/ Pavilion Deposits FUND***							
330	000	2,126,318.50	2,143,808.82	27,050.26	2,116,758.56	.00	2,116,758.56	.00
331	***Police Education FUND***							
331	000	25,669.65	25,669.65	.00	25,669.65	.00	25,669.65	.00
332	***Krohn Conservatory FUND***							
332	000	1,477,001.17	2,057,950.10	825,122.32	1,232,827.78	215,463.52	1,017,364.26	6,408.00
335	***Schmidlapp Endowments FUND***							
335	000	5,393.32	5,393.32	.00	5,393.32	.00	5,393.32	.00
336	***Telecommunications Services FUND***							
336	000	123,782.64	104,590.70	.00	104,590.70	.00	104,590.70	.00
340	***Centennial Operations FUND***							
340	000	976,428.11	3,128,108.11	674,288.44	2,453,819.67	1,849,767.76	604,051.91	.00
342	***New City Building Operations FUND***							
342	000	101,293.79	175,693.79	69,352.59	106,341.20	54,606.03	51,735.17	.00

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
343	***Fire Safety Education FUND***							
343	000	12,965.42	12,965.42	.00	12,965.42	.00	12,965.42	.00
346	***Emergency Remediation of Defects in Rental Housing FUND***							
346	000	1,364,357.43	1,864,357.43	354,521.60	1,509,835.83	187,835.83	1,322,000.00	.00
348	***Western Corridor Safe City FUND***							
348	000	94,172.75	94,172.75	.00	94,172.75	.00	94,172.75	.00
349	***Urban Renewal Debt Retirement FUND***							
349	000	8,745,800.38	9,684,163.67	645,337.37	9,038,826.30	92,667.56	8,946,158.74	.00
350	***Public Health Research FUND***							
350	000	2,322,570.44	4,058,156.91	1,063,646.96	2,994,509.95	3,586,531.61	-592,021.66	2.00
353	***Home Health Services FUND***							
353	000	5,397,643.54	6,042,553.11	1,232,758.56	4,809,794.55	64,776.57	4,745,017.98	.00
354	***Household Sewage Treatment System Fees FUND***							
354	000	388,458.82	390,049.82	.00	390,049.82	.00	390,049.82	.00
356	***Continuing Professional Training FUND***							
356	000	2,351,319.64	2,790,473.13	.00	2,790,473.13	.00	2,790,473.13	.00
357	***West End Revitalization FUND***							
357	000	726,826.38	726,826.38	.00	726,826.38	.00	726,826.38	.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	89,840.55	155,385.21	57,923.78	97,461.43	.00	97,461.43	.00
366	***Federal Asset Forfeiture - Treasury FUND***							
366	000	301,672.41	252,812.56	12,687.11	240,125.45	.00	240,125.45	.00
367	***Federal Asset Forfeiture - Justice FUND***							
367	000	2,344.04	378,048.43	153,927.16	224,121.27	.00	224,121.27	.00
368	***Law Enforcement Grant FUND***							
368	000	46,555.87	2,224,080.45	1,891,090.32	332,990.13	722,979.88	-389,989.75	.00
369	***Criminal Actv Forfeiture State FUND***							
369	000	942,894.12	1,049,964.51	228,910.67	821,053.84	263,215.09	557,838.75	.00
370	***Drug Offender Fines Forfeiture FUND***							
370	000	144,018.66	146,122.66	1,725.00	144,397.66	1,775.00	142,622.66	.00
372	***DUI Enforcement FUND***							
372	000	141,063.21	143,524.41	1,788.25	141,736.16	.00	141,736.16	.00
373	***IRS Forfeiture FUND***							
373	000	637.00	642.24	.00	642.24	.00	642.24	.00

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RUN TIME: 09.02.37 DIVISION OF ACCOUNTS AND AUDITS PAGE: 4
STATEMENT OF BALANCES
RESTRICTED FUNDS
AS OF 11 / 30 / 2025

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
376	***Anti-Prostitution Fund FUND***							
376	000	44,831.37	56,081.37	.00	56,081.37	.00	56,081.37	.00
384	***Sewers - Activity FUND***							
384	000	510.81	510.81	.00	510.81	.00	510.81	.00
386	***Empowerment Zone FUND***							
386	000	295,689.43	295,689.43	.00	295,689.43	3,649.55	292,039.88	.00
387	***Lead Hazard Control FUND***							
387	000	.00	745,740.31	745,740.31	.00	3,544,412.86	-3,544,412.86	.00
389	***Communications & Marketing Actv FUND***							
389	000	196,201.97	196,201.97	.00	196,201.97	37,418.04	158,783.93	.00
390	***Fire Education FUND***							
390	000	27,413.02	27,413.02	10,880.88	16,532.14	1,829.40	14,702.74	.00
391	***Women & Infants Food Grnt Prog FUND***							
391	000	299,140.20	1,879,793.50	1,316,052.29	563,741.21	116,734.10	447,007.11	.00
393	***Metropolitan Medical Response-Contract Funds FUND***							
393	000	68,134.64	68,134.64	.00	68,134.64	.00	68,134.64	.00
396	***Council Lobbying FUND***							
396	000	1,924.00	1,924.00	.00	1,924.00	.00	1,924.00	.00
403	***Yeatman's Cove Park Trust FUND***							
403	000	629,450.67	634,630.93	.00	634,630.93	.00	634,630.93	.00
404	***General Government Grants FUND***							
404	000	.00	7,462.25	227,033.84	-219,571.59	1,119,558.05	-1,339,129.64	.00
405	***Vending Program FUND***							
405	000	197,436.33	199,086.33	.00	199,086.33	.00	199,086.33	.00
411	***Home Investment Trust FUND***							
411	000	14,181.51	1,775,342.79	2,246,060.46	-470,717.67	5,191,509.03	-5,662,226.70	.00
412	***Food Service License Fees FUND***							
412	000	368,814.69	410,923.38	852,329.39	-441,406.01	982.03	-442,388.04	.00
413	***Swimming Pool License Fees FUND***							
413	000	62,252.49	65,403.74	27,159.83	38,243.91	52,888.28	-14,644.37	.00
415	***Immunization Action Plan FUND***							
415	000	151,291.68	199,187.27	113,555.66	85,631.61	54,138.98	31,492.63	.00
420	***Public Employee Assistance Pro FUND***							
420	000	767,332.40	1,633,004.49	350,685.18	1,282,319.31	40,643.42	1,241,675.89	.00
428	***Urban Forestry FUND***							
428	000	699,243.99	714,114.63	40,654.50	673,460.13	12,891.00	660,569.13	.00
430	***Parks Private Endowment FUND***							
430	000	503,162.25	1,673,782.75	292,588.12	1,381,194.63	244,406.04	1,136,788.59	.00

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
435	***Human Relations FUND***							
435	000	1,060.00	1,060.00	.00	1,060.00	10,000.00	-8,940.00	.00
436	***Environment & Sustainability FUND***							
436	000	736,650.09	919,649.05	429,877.90	489,771.15	932,398.70	-442,627.55	.00
437	***City Trails FUND***							
437	000	11,655.20	13,155.20	4,152.00	9,003.20	2,652.00	6,351.20	.00
438	***Neighborhood Stabilization FUND***							
438	000	634,237.86	636,564.55	.00	636,564.55	845,000.00	-208,435.45	.00
444	***Armleder Projects FUND***							
444	000	1,898,945.08	1,914,573.03	.00	1,914,573.03	100,000.00	1,814,573.03	.00
445	***Emergency Shelter FUND***							
445	000	.00	62,855.33	95,347.25	-32,491.92	589,798.22	-622,290.14	.00
446	***Health Network FUND***							
446	000	881,421.79	2,051,171.70	2,335,841.10	-284,669.40	3,043,341.86	-3,328,011.26	.00
448	***Health Care For The Homeless FUND***							
448	000	.00	-11,886.03	81,780.04	-93,666.07	444.27	-94,110.34	.00
456	***Public Safety Special Projects FUND***							
456	000	48,610.60	49,970.60	.00	49,970.60	.00	49,970.60	.00
465	***Housing Opp People With Aids FUND***							
465	000	.00	295,670.92	505,349.27	-209,678.35	1,046,992.57	-1,256,670.92	.00
468	***Avondale Equiv FUND***							
468	000	11,859,775.01	14,275,850.96	1,960,898.55	12,314,952.41	802,942.37	11,512,010.04	.00
469	***Local Fiscal Recovery Fund (ARP) FUND***							
469	000	534,864.39	534,864.39	19,935.52	514,928.87	113,576.99	401,351.88	.00
472	***Fire Grants FUND***							
472	000	1,047,524.82	1,047,524.82	90,266.63	957,258.19	41,471.15	915,787.04	.00
473	***COVID-19 FUND***							
473	000	97,098.09	97,098.09	97,097.99	.10	.00	.10	.00
475	***Opioid Settlement FUND***							
475	000	816,366.94	1,481,888.88	7.60	1,481,881.28	608,000.00	873,881.28	.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	349,707.08	352,873.90	104,985.77	247,888.13	21,514.41	226,373.72	.00
480	***Queensgate South Dist Equiv FUND***							
480	000	2,511,063.67	2,691,390.90	137,947.25	2,553,443.65	197,177.98	2,356,265.67	.00
481	***Downtown South/Riverfront Equivalent FUND***							
481	000	10,540,972.97	10,660,047.06	2,191,419.21	8,468,627.85	6,436,631.63	2,031,996.22	.00

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RUN TIME: 09.02.37 DIVISION OF ACCOUNTS AND AUDITS PAGE: 6
STATEMENT OF BALANCES
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FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
482	***Downtown/OTR West Equivalent FUND***							
482	000	11,255,412.61	15,992,546.18	1,780,984.86	14,211,561.32	2,163,896.21	12,047,665.11	.00
483	***Downtown/OTR East Equivalent FUND***							
483	000	18,104,649.37	24,634,852.78	5,213,344.63	19,421,508.15	2,570,326.63	16,851,181.52	.00
484	***Center Hill-Carthage/SPUR District Equivalent FUND***							
484	000	445,809.82	479,158.40	9,762.68	469,395.72	14,616.41	454,779.31	.00
485	***Walnut Hills Equivalent FUND***							
485	000	815,902.93	1,622,330.03	1,503,310.66	119,019.37	472,919.99	-353,900.62	.00
486	***East Walnut Hills Equivalent FUND***							
486	000	7,846,997.39	9,230,827.98	523,331.47	8,707,496.51	618,196.03	8,089,300.48	.00
487	***CUF/Heights Equivalent FUND***							
487	000	9,940,607.49	12,762,387.40	2,558,646.84	10,203,740.56	1,575,894.76	8,627,845.80	.00
488	***Corryville Equivalent FUND***							
488	000	15,158,533.60	18,282,398.06	3,101,734.25	15,180,663.81	1,328,496.68	13,852,167.13	.00
489	***Bond Hill Equivalent TIF District 10 FUND***							
489	000	2,094,954.55	2,355,078.87	79,152.05	2,275,926.82	104,862.26	2,171,064.56	.00
490	***Evanston Equivalent FUND***							
490	000	2,712,082.90	3,395,764.32	403,345.32	2,992,419.00	327,714.21	2,664,704.79	.00
491	***Municipal Public Improvt Equiv FUND***							
491	000	16,995,360.90	23,470,973.27	5,776,205.70	17,694,767.57	9,206,926.38	8,487,841.19	.00
492	***West Price Hill Equiv FUND***							
492	000	205,425.89	261,361.48	65,868.20	195,493.28	23,407.80	172,085.48	.00
493	***Price Hill Equiv FUND***							
493	000	879,071.14	1,075,725.86	58,536.44	1,017,189.42	89,622.11	927,567.31	.00
494	***East Price Hill Equiv FUND***							
494	000	893,204.73	1,283,380.79	241,104.28	1,042,276.51	169,495.44	872,781.07	.00
495	***Lower Price Hill Equiv FUND***							
495	000	957,416.70	1,110,127.77	46,017.83	1,064,109.94	18,891.18	1,045,218.76	.00
496	***Westwood 1 Equiv FUND***							
496	000	221,832.72	280,597.40	17,223.77	263,373.63	16,333.84	247,039.79	.00
497	***Westwood 2 Equiv FUND***							
497	000	740,029.90	1,055,474.08	142,562.53	912,911.55	111,999.40	800,912.15	.00
498	***Madisonville Equiv FUND***							
498	000	7,414,494.67	9,134,778.90	969,783.22	8,164,995.68	564,303.05	7,600,692.63	.00
499	***Oakley Equiv FUND***							
499	000	7,392,274.97	8,678,869.40	534,063.58	8,144,805.82	646,494.49	7,498,311.33	.00
522	***West End Equivalent Fund FUND***							
522	000	4,250,287.87	5,828,949.97	449,542.14	5,379,407.83	548,724.03	4,830,683.80	.00

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RESTRICTED FUNDS
AS OF 11 / 30 / 2025

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
523	***Pleasant Ridge Equivalent Fund FUND***							
523	000	4,598,485.80	5,689,126.72	302,544.87	5,386,581.85	398,083.83	4,988,498.02	.00
524	***Mt Auburn Equivalent Fund FUND***							
524	000	3,423,850.01	4,626,038.99	334,913.52	4,291,125.47	386,162.50	3,904,962.97	.00
525	***Northside Equivalent Fund FUND***							
525	000	806,412.83	2,092,382.53	450,218.19	1,642,164.34	605,206.61	1,036,957.73	.00
526	***Eastern River Equivalent Fund FUND***							
526	000	2,019,567.74	2,466,951.55	125,973.67	2,340,977.88	174,979.58	2,165,998.30	.00
527	***College Hill Equivalent Fund FUND***							
527	000	1,883,081.01	2,889,129.02	279,736.28	2,609,392.74	363,835.10	2,245,557.64	.00
528	***Roselawn Equivalent Fund FUND***							
528	000	1,934,910.14	2,695,344.52	214,134.60	2,481,209.92	298,936.12	2,182,273.80	.00
529	***Westwood 3 Boudinot Equivalent Fund FUND***							
529	000	2,409,881.21	3,180,897.86	215,061.74	2,965,836.12	312,012.34	2,653,823.78	.00
530	***Mt Airy Equivalent Fund FUND***							
530	000	2,669,164.53	3,508,578.20	233,376.17	3,275,202.03	317,339.14	2,957,862.89	.00
531	***Camp Washington Equivalent Fund FUND***							
531	000	2,586,348.69	3,215,302.84	175,310.12	3,039,992.72	179,606.52	2,860,386.20	.00
532	***Spring Grove Village Equivalent Fund FUND***							
532	000	1,343,886.99	1,757,530.95	115,193.90	1,642,337.05	164,946.98	1,477,390.07	.00
533	***South Fairmount Equivalent Fund FUND***							
533	000	555,772.18	760,900.49	57,570.24	703,330.25	86,934.31	616,395.94	.00
534	***South Cumminsville Equivalent Fund FUND***							
534	000	288,101.72	385,903.93	27,164.05	358,739.88	44,624.20	314,115.68	.00
535	***Riverside Equivalent Fund FUND***							
535	000	336,925.85	391,090.64	15,137.86	375,952.78	53,301.16	322,651.62	.00
536	***North Fairmount Equivalent Fund FUND***							
536	000	282,451.63	376,563.85	26,395.87	350,167.98	41,179.36	308,988.62	.00
601	***Prepaid Property Settlement FUND***							
601	000	193,205.53	193,205.53	.00	193,205.53	.00	193,205.53	.00
604	***Unclassified Receipts FUND***							
604	000	353,150.26	652,922.31	.00	652,922.31	.00	652,922.31	.00
605	***Undistributed City Income Tax FUND***							
605	000	2,000,000.00	2,000,000.00	.00	2,000,000.00	.00	2,000,000.00	.00
608	***Federal Taxes W/H FUND***							
608	000	115,415.48	-3,500,415.50	.00	-3,500,415.50	.00	-3,500,415.50	.00
610	***United Way Withholding FUND***							
610	000	21,238.07	26,648.19	.00	26,648.19	.00	26,648.19	.00

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
611	***Union Dues Withholding FUND***							
611	000	161,182.06	19,339.54	.00	19,339.54	.00	19,339.54	.00
612	***State Pension Systems W/H FUND***							
612	000	2,916,254.94	1,599,503.32	.00	1,599,503.32	.00	1,599,503.32	.00
614	***Employee Salary W/H FUND***							
614	000	82,358.76	67,026.66	.00	67,026.66	.00	67,026.66	.00
615	***Ohio Sales Tax Deposits FUND***							
615	000	94,346.92	114,743.91	.00	114,743.91	.00	114,743.91	.00
616	***Fire Insurance Escrow FUND***							
616	000	1,744,791.56	1,856,676.24	.00	1,856,676.24	.00	1,856,676.24	.00
617	***Admissions Tax Bonds FUND***							
617	000	44,174.16	45,174.16	.00	45,174.16	.00	45,174.16	.00
619	***State Food Service Deposits FUND***							
619	000	45,572.59	44,928.59	.00	44,928.59	.00	44,928.59	.00
621	***State Vital Statistics Deposit FUND***							
621	000	794,397.92	696,232.52	.00	696,232.52	.00	696,232.52	.00
622	***State Swimming Pool Deposits FUND***							
622	000	2,465.00	80.00	.00	80.00	.00	80.00	.00
623	***Street Restoration FUND***							
623	000	3,307,001.38	3,000,735.05	1,286,064.05	1,714,671.00	213,935.95	1,500,735.05	.00
625	***Inspection Private St And Sewe FUND***							
625	000	148,103.00	148,103.00	.00	148,103.00	.00	148,103.00	.00
626	***Unclaimed Wages & Other Pay FUND***							
626	000	2,989,711.77	2,985,741.93	.00	2,985,741.93	.00	2,985,741.93	.00
627	***Deferred Compensation W/H FUND***							
627	000	74,311.33	-958,597.70	.00	-958,597.70	.00	-958,597.70	.00
628	***State Income Tax W/H FUND***							
628	000	125,715.34	-532,322.68	.00	-532,322.68	.00	-532,322.68	.00
630	***Cable Access Management FUND***							
630	000	735,318.54	741,252.14	55,199.66	686,052.48	75,600.65	610,451.83	.00
632	***Local And School Withholding FUND***							
632	000	62,055.45	49,028.78	.00	49,028.78	.00	49,028.78	.00
634	***Buildings Escrow Deposits FUND***							
634	000	34,387.63	36,129.32	.00	36,129.32	.00	36,129.32	.00
635	***Buildings State Surcharge Fee FUND***							
635	000	10,489.96	63,211.59	.00	63,211.59	.00	63,211.59	.00
636	***Flexible Benefit Program FUND***							
636	000	1,782,186.74	2,166,713.16	94,706.25	2,072,006.91	6,246.25	2,065,760.66	.00

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
638	***Other City Deposits FUND***							
638	000	410,660.92	410,660.92	.00	410,660.92	.00	410,660.92	.00
639	***Police Property Room Deposits FUND***							
639	000	4,837,175.18	4,887,220.63	.00	4,887,220.63	.00	4,887,220.63	.00
702	***Enterprise Technology Solutions FUND***							
702	000	5,512,416.92	7,727,308.55	5,161,539.84	2,565,768.71	2,987,408.88	-421,640.17	.00
704	***MSD Capital Improvements FUND***							
704	000	78,799,894.30	87,037,610.20	60,451,620.83	26,585,989.37	252,613,371.12	-226,027,381.75	587,533.63
706	***W.M. Ampt Endowment FUND***							
706	000	130,445.75	133,228.99	.00	133,228.99	.00	133,228.99	.00
707	***Groesbeck Endowment FUND***							
707	000	36,964.12	38,535.56	.00	38,535.56	.00	38,535.56	.00
708	***Schmidlapp Park Music FUND***							
708	000	51,115.49	51,544.20	.00	51,544.20	.00	51,544.20	.00
711	***Risk Management FUND***							
711	000	49,171,230.46	88,361,676.26	46,658,791.25	41,702,885.01	58,678,144.29	-16,975,259.28	.00
712	***Railway Trust Infrastructure FUND***							
712	000	.00	28,000,000.00	858,757.11	27,141,242.89	7,165,136.16	19,976,106.73	4,949,334.00
715	***Convention Facility Authority FUND***							
715	000	100,210.49	100,210.49	.00	100,210.49	.00	100,210.49	.00
721	***Crosley Field Complex-Trustee FUND***							
721	000	.00	2,155.31	2,155.31	.00	.00	.00	.00
748	***Qualified Employee Benefit Arrangement (QEBA) FUND***							
748	000	.00	116,000.00	111,502.00	4,498.00	.00	4,498.00	.00
751	***Recreation PIF FUND***							
751	000	429,124.33	429,124.33	.00	429,124.33	.00	429,124.33	.00
752	***Park Board PIF FUND***							
752	000	1,135,395.16	1,201,301.95	.00	1,201,301.95	.00	1,201,301.95	.00
753	***Expressways/Gateways PIF FUND***							
753	000	2,855,581.43	2,914,624.98	.00	2,914,624.98	.00	2,914,624.98	.00
754	***Working Capital Reserve FUND***							
754	000	47,303,137.24	47,692,432.85	.00	47,692,432.85	.00	47,692,432.85	.00
756	***Water Works PIF FUND***							
756	000	50,828,191.36	77,617,537.36	20,905,585.47	56,711,951.89	29,405,655.46	27,306,296.43	29,120,146.94
757	***Miscellaneous PIF FUND***							
757	000	5,192,964.89	5,983,070.35	.00	5,983,070.35	.00	5,983,070.35	.00
758	***Income Tax PIF FUND***							
758	000	102,677,445.20	111,928,853.95	19,780,600.78	92,148,253.17	8,537,110.92	83,611,142.25	116,870.00

FND	DEPT	ORIGINAL AUTHORIZATION	ADJUSTED AUTHORIZATION	EXPENDITURES AMOUNT	UNEXPENDED BALANCE	ENCUMBRANCE AMOUNT	UNENCUMBERED BALANCE	PRE-ENCUMBERED AMOUNT
761	***Special Housing PIF FUND***							
761	000	5,413,990.09	5,931,173.54	.00	5,931,173.54	.00	5,931,173.54	.00
762	***Urban Redev Tax Incrmt Equivlt FUND***							
762	000	1,374,719.74	5,135,894.11	4,715,313.97	420,580.14	3,026,969.45	-2,606,389.31	.00
763	***Urban Redev Tax Incrmt Equivlt II FUND***							
763	000	2,065,925.84	8,879,066.07	6,497,820.49	2,381,245.58	7,469,368.63	-5,088,123.05	.00
791	***Sidewalk Assessments FUND***							
791	000	1,457,429.85	1,549,369.11	115,348.39	1,434,020.72	601,159.20	832,861.52	.00
792	***Forestry Assessments FUND***							
792	000	4,431,444.22	5,526,576.36	1,134,292.35	4,392,284.01	180,917.75	4,211,366.26	.00
793	***Blem Assessment FUND***							
793	000	328,042.43	854,221.09	324,798.26	529,422.83	379,759.92	149,662.91	.00
794	***Private Street Dedication FUND***							
794	000	294,697.51	495,984.26	348,237.42	147,746.84	202,326.23	-54,579.39	.00
795	***Downtown Special Improvemt FUND***							
795	000	.00	1,963,381.10	1,963,381.10	.00	.00	.00	.00
823	***Automotive & Other Equip FUND***							
823	000	1,761.97	1,761.97	.00	1,761.97	.00	1,761.97	.00
827	***Parking Facilities Improvement FUND***							
827	000	.01	.01	.00	.01	.00	.01	.00
846	***Stormwater Improvement FUND***							
846	000	91,721.00	91,721.00	.00	91,721.00	.00	91,721.00	.00
883	***Revolving Energy Loan FUND***							
883	000	4,725,791.68	5,738,073.93	67,500.00	5,670,573.93	.00	5,670,573.93	.00
887	***Water Works Improvement FY22 FUND***							
887	000	9,834,182.61	9,839,132.64	4,873,462.49	4,965,670.15	8,836,903.30	-3,871,233.15	.00
980	***Capital Projects FUND***							
980	000	190,965,815.27	215,646,192.77	59,522,246.56	156,123,946.21	168,590,895.38	-12,466,949.17	7,558,131.55
982	***Parking System Facilities Capital FUND***							
982	000	.00	1,400,000.00	.00	1,400,000.00	.00	1,400,000.00	.00
983	***Convention Center Capital FUND***							
983	000	.00	230,000.00	.00	230,000.00	.00	230,000.00	.00
984	***General Aviation Capital FUND***							
984	000	.00	340,000.00	.00	340,000.00	.00	340,000.00	.00
987	***Stormwater Management Capital FUND***							
987	000	.00	100,000.00	.00	100,000.00	.00	100,000.00	.00

Carrion, Lisa

202600947

From: webapp@cincinnati-oh.gov
Sent: Tuesday, February 10, 2026 2:19 PM
To: ClerkOfCouncilEmail
Subject: Cincinnati City Council - Lobbyist Registration Form

Follow Up Flag: Follow up
Flag Status: Completed

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Submitted: 02/10/2026

APPLICATION TYPE: Registration
LOBBYIST COMPANY NAME: Government Strategies Group
LOBBYIST FNAME: Anne
LOBBYIST LNAME: Sesler
LOBBYIST ADDRESS: 700 Walnut Street Suite 450, Cincinnati OH 45202
LOBBYIST PHONE: 513-651-4100
LOBBYIST EMAIL: asesler@govstrategies.com
LOBBYIST OCCUPATION: Consultant
LOBBYIST POSITION: Director of Public Affairs
CLIENT COMPANY NAME: Keep Cincinnati Beautiful
CLIENT FNAME: Jonathan
CLIENT LNAME: Adee
CLIENT ADDRESS: 1115 Bates Avenue Cincinnati, OH 45225
CLIENT PHONE: 5133524380
CLIENT EMAIL: jonathan@keepcincinnatibeautiful.org
CLIENT BUSINESS: Environment, Social Service/Human Services
LEGISLATION TYPE: Property Tax Incentives (CRA/TIF), Property Sale, Lease or other property right from the City, Loans or Grants from the City, Zone Changes or amendments, Historic Designation
LEGISLATION TYPE_OTHER:
LEGISLATION DESCRIPTION: Activities related to Keep Cincinnati Beautiful.
CERTIFY: Yes
SIGNATURE: Anne Sesler

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City of Cincinnati

202600541

Anna Albi
Councilmember

February 4th, 2026

MOTION

We MOVE that the Administration provide a report within 60 days regarding the need and possibility of establishing an emergency fund available to small businesses and nonprofits who encounter unexpected capital expenses (e.g., a fire, flooding or a boiler break). The report should include recommendations for potential criteria to qualify for such funding and potential funding restrictions.

Anna Albi

Councilmember Anna Albi

Jan-Michele Lemon Kearney

Evan T. Nolan

Ryan Jones

Scott Johnson

Economic + Cultural

Opportunity

FN

city of CINCINNATI

Interdepartmental Correspondence Sheet

20260099 15

Date: February 19, 2026

To: Mayor Aftab Purevall

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance – Authorizing Pension Settlement Agreement**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the City Manager and City Solicitor to seek amendment of the Collaborative Settlement Agreement and Consent Decree in the class action lawsuit in the U.S. District Court for the Southern District of Ohio, Western Division captioned Sunyak, et al., v. City of Cincinnati, et al., Case Nos. 1:11-cv-445 and 1:12-cv-329.

EESW/CNS(dbr)
Attachment
4929-5436-8903

EMERGENCY

City of Cincinnati

CNS EESW

An Ordinance No. _____ - 2026

AUTHORIZING the City Manager and City Solicitor to seek amendment of the Collaborative Settlement Agreement and Consent Decree in the class action lawsuit in the U.S. District Court for the Southern District of Ohio, Western Division captioned Sunyak, et al., v. City of Cincinnati, et al., Case Nos. 1:11-cv-445 and 1:12-cv-329.

WHEREAS, the City is bound by the terms of a Consent Decree and Collaborative Settlement Agreement in Case Nos. 1:11-cv-445 and 1:12-cv-329 in the U.S. District Court for the Southern District of Ohio ("Pension Litigation"), the goal of which is to appropriately fund the Cincinnati Retirement System ("CRS") Pension Trust Fund; and

WHEREAS, following participation in federal mediation with class representatives, the City and those parties have agreed to present recommended changes for modifying the Collaborative Settlement Agreement and Consent Decree to the court overseeing the Pension Litigation; and

WHEREAS, the City and the class representatives in the Pension Litigation believe the proposed changes are necessary to fortify the CRS Pension Trust Fund and to secure benefits that have been promised to current and future CRS retirees;

WHEREAS, the plan to be presented to the court includes large one-time contributions to the CRS Pension Fund by the City, increased annual contributions to the CRS Pension Fund by the City, increased contributions by employees, and extension of the target date for achieving full-funding status of the CRS Pension Trust Fund; and

WHEREAS, this plan, if approved, will strengthen the City's long-term fiscal stability and reduce reliance on future taxpayers to fund past benefits; now, therefore,

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

Section 1. That the City Manager and City Solicitor are authorized to seek amendment of the Collaborative Settlement Agreement and Consent Decree in the class action lawsuit in the U.S. District Court for the Southern District of Ohio, Western Division captioned Sunyak, et al., v. City of Cincinnati, et al., Case Nos. 1:11-cv-445 and 1:12-cv-329, to implement a pension funding plan with the following components:

- The City will make a one-time contribution of $50,000,000 to the Cincinnati Retirement System ("CRS") Pension Trust Fund upon plan approval.

- Annually over time, the City will make an additional $50,000,000 contribution to the CRS Pension Trust Fund from its restricted funds, beginning with a $1,500,000 contribution in 2026 and subsequent annual payments increasing by five percent annually until the total $50,000,000 amount is paid.

- The City will increase its minimum annual contribution to the CRS Pension Trust Fund from the currently mandated 16.25 percent of covered payroll to 19.25 percent of covered payroll, with the potential for the minimum contribution to increase to 21.5 percent – through three adjustments of 0.75 percent – if reporting by CRS's actuary indicates the CSR Pension Trust Fund is not on pace for full funding by 2049.

- Employee contributions to the CRS Pension Trust Fund will increase from the current maximum of nine percent of pensionable wages to ten percent of pensionable wages via a series of 0.25-percent increases over the next four years.

- The target year for full funding of the CRS pension trust fund will shift from 2045 to 2049.

- The City may reduce its minimum annual contribution to the CRS Pension Trust Fund to the net normal cost for operating the CRS in the event the CRS Pension Trust Fund reaches full funding prior to the expiration of the Collaborative Settlement Agreement and Consent Decree.

Section 2. 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 present the proposed funding plan to the court and seek its approval to amend the Collaborative Settlement Agreement and Consent Decree so that the CRS may realize the benefits of the funding plan at the earliest possible time.

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI

Interdepartmental Correspondence Sheet

20260089014

Date: February 19, 2026

To: Mayor Aftab Purevall

From: Emily Smart Woerner, City Solicitor EESW

Subject: **Emergency Ordinance - Transfer to the Cincinnati Retirement System to Address Unfunded Liability**

Transmitted herewith is an emergency ordinance captioned as follows:

> **AUTHORIZING** the transfer and return to source of $50,000,000 from General Fund balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $50,000,000 from the unappropriated surplus of General Fund 050 to City Manager's Office fringe benefit operating budget account no. 050x101x7500 to provide resources for a one-time payment, upon receipt of appropriate court orders, to the Cincinnati Retirement System to reduce the City's unfunded pension liability.

EESW/MSS(dbr)
Attachment
4903-1211-8150

EMERGENCY

City of Cincinnati

MSS

EESW

An Ordinance No. _____ - 2026

AUTHORIZING the transfer and return to source of $50,000,000 from General Fund balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," to the unappropriated surplus of General Fund 050; and **AUTHORIZING** the transfer and appropriation of $50,000,000 from the unappropriated surplus of General Fund 050 to City Manager's Office fringe benefit operating budget account no. 050x101x7500 to provide resources for a one-time payment, upon receipt of appropriate court orders, to the Cincinnati Retirement System to reduce the City's unfunded pension liability.

WHEREAS, the City is bound by the terms of a Collaborative Settlement Agreement and Consent Decree in the class action lawsuit in the U.S. District Court for the Southern District of Ohio, Western Division captioned Sunyak, et al., v. City of Cincinnati, et al., Case Nos. 1:11-cv-445 and 1:12-cv-329 ("Pension Litigation"), the goal of which is to appropriately fund the Cincinnati Retirement System ("CRS") Pension Trust Fund; and

WHEREAS, following participation in federal mediation with class representatives, the City and those parties have agreed to present recommended changes for modifying the Collaborative Settlement Agreement and Consent Decree to the court overseeing the Pension Litigation; and

WHEREAS, Council approved the presentation of those recommended changes to the court via Ordinance No. _____ passed by Council on _____, 2026; and

WHEREAS, one of the approved recommendations is for the City to make a one-time payment of $50,000,000 from a General Fund reserve account to the Pension Trust Fund; and

WHEREAS, the payment to the CRS Pension Trust Fund is contingent upon receipt of court orders approving the Collaborative Settlement Agreement and Consent Decree as amended to include the recommended changes; and

WHEREAS, this action will strengthen the City's long-term fiscal stability and reduce reliance on future taxpayers to fund past benefits; now, therefore,

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

Section 1. That the transfer and return to source of $50,000,000 is authorized from General Fund balance sheet reserve account no. 050x3421, "Income Tax Reserve for Refunds," to the unappropriated surplus of General Fund 050.

Section 2. That the transfer and appropriation of $50,000,000 is authorized from the unappropriated surplus of General Fund 050 to City Manager's Office fringe benefit operating budget account no. 050x101x7500 to provide resources for a one-time payment, upon receipt of appropriate court orders, to the Cincinnati Retirement System to reduce the City's unfunded pension liability.

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.

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 transfer and appropriate resources to make a one-time payment to the Cincinnati Retirement System once approved court orders are issued so that the Cincinnati Retirement System may realize the benefits of the funding plan at the earliest possible time.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members of City Council

202600906

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance** – Authorizing the City Manager to execute a Development Agreement with Cincinnati CH (OH), LLC and the Board of County Commissioners of Hamilton County, Ohio

---

Attached is an Emergency Ordinance captioned:

> **AMENDING** Ordinance No. 48-2024 for the purpose of expanding the scope of the project to be financed with proceeds of the City's not to exceed $23,000,000 Economic Development Revenue Bonds (Convention Center Renovation Urban Renewal Project) to include a convention center headquarters hotel project and related infrastructure improvements in the support of the Convention District.

STATEMENT

The Convention Center Headquarters Hotel project is a critical component of the City's broader Convention District strategy and is essential to maintaining Cincinnati's competitiveness in the national convention and tourism market. The project will activate underutilized publicly controlled land, strengthen connections between the Convention Center and other Downtown assets such as Fountain Square, and support increased convention bookings, visitor spending, and long-term economic activity.

BACKGROUND/CURRENT CONDITIONS

In January 2022, the City and Hamilton County (the "County") retained the Cincinnati Center City Development Corporation ("3CDC") as Manager of the Convention District to address needed renovations to the Convention Center and to coordinate redevelopment of nearby publicly owned, underutilized lots and buildings. Acting in this role, 3CDC partnered with the City and the County to lead a request for proposals (RFP) process to select a developer for the Hotel, through which Portman Holdings ("Portman") was selected.

Since that time, the City, the County, and 3CDC have worked collaboratively with Portman, the Port of Greater Cincinnati Development Authority (the "Port"), Visit Cincy, and other local stakeholders to advance the project. Key milestones include finalizing the development plan; securing State of Ohio grant funding; establishing a financing structure with Port-issued bonds backed by future property taxes, lodging taxes, and community development charges; conducting community engagement; and negotiating a comprehensive Development Agreement and related project documents.

In June 2025, City Council authorized the City Finance Director to issue Economic Development Revenue Bonds—a major step toward project financing. The bonds are to be issued in coordination with the project's overall financial closing, expected in April 2026. In September 2025, the City Planning Commission approved several real estate actions necessary to facilitate the project, including the conversion of Plum Street to two-way traffic, vacation of Home Alley, and the granting of various easements. Most recently, City Council took additional action in October and December 2025 to support the project by approving the creation of the Convention District Community Authority, which will generate community development charges to support repayment of the project bonds.

The passage of this ordinance would expand the eligible uses of the revenue bond proceeds associated with the Convention Center renovation project. The bond proceeds were originally limited to use for improvements to the Convention Center, Elm Street Plaza, and adjacent right-of-way. Eligibility will be expanded to also include the Convention Headquarters Hotel project. This expansion will allow for savings from the Convention Center renovation project to secure the overall financing for the Convention Headquarters Hotel project.

DEVELOPER INFORMATION

Cincinnati CH (OH), LLC is a subsidiary of Portman Holdings, a real estate development and management firm headquartered in Atlanta, Georgia. Founded in 1957, Portman has developed more than 75 million square feet of hospitality, industrial, and mixed-use projects nationwide. Their portfolio includes multiple convention center headquarters hotels in major cities such as Salt Lake City, San Diego, and Charlotte.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

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

E M E R G E N C Y

- 2026

AMENDING Ordinance No. 48-2024 for the purpose of expanding the scope of the project to be financed with proceeds of the City's not to exceed $23,000,000 Economic Development Revenue Bonds (Convention Center Renovation Urban Renewal Project) to include a convention center headquarters hotel project and related infrastructure improvements in support of the Convention District.

WHEREAS, the City of Cincinnati (the "City") seeks to create and preserve jobs and employment opportunities within the corporate boundaries of the City in order to improve the economic welfare of the people of the City and the State of Ohio in furtherance of the public purposes set forth in Article VIII, Section 13 of the Ohio Constitution (the "Authorized Purposes"); and

WHEREAS, Ordinance No. 48-2024 authorized the issuance of the City's $23,000,000 Economic Development Revenue Bonds (Convention Center Renovation Urban Renewal Project) (the "Bonds"); and

WHEREAS, the Bonds were issued for the purpose of financing (i) improvements to the City-owned Convention Center (the "Convention Center") located at 525 Elm Street, and generally bounded by Elm Street, Fifth Street, Sixth Street, and Central Avenue in the Central Business District of Cincinnati (the "Convention Center Site"), (ii) improvements to a portion of the Elm Street right-of-way located between Sixth Street and Fifth Street (the "Elm Street Parcel"), and (iii) improvements to certain real property upon which the former Millennium Hotel was located, generally bounded by Elm Street, Fifth Street, Sixth Street, and the 84.51 headquarters building (the "Millenium Site" and, collectively with the Convention Center Site and the Elm Street Parcel, the "Original Project Site"; and the improvements to the Convention Center and the Original Project Site are collectively referred to herein as, the "Original Project"); and

WHEREAS, the City, the Board of Commissioners of Hamilton County, Ohio (the "County") and Cincinnati CH (OH), LLC (the "Hotel Developer") will enter into a Development Agreement, pursuant to which Hotel Developer shall develop a first-class, premium branded, full-service convention center hotel, including related infrastructure improvements (the "Hotel Project" and together with the Original Project, the "Project") located on certain real property generally bounded by, and inclusive of, W. Fifth Street, Elm Street, W. Fourth Street, and Plum Street (the "Hotel Site" and together with the Original Project Site, the "Project Site"); and

WHEREAS, the Hotel Project is expected to support, enhance, and complement operations of the Convention Center and further the Authorized Purposes; and

WHEREAS, the Project Site constitutes an urban renewal area, and the Project constitutes an urban renewal project, each for purposes of Ohio Revised Code Chapter 725; and

WHEREAS, Council by this ordinance amends Ordinance No. 48-2024 to authorize the use of a portion of proceeds of the Bonds to pay a portion of the costs to construct the Hotel Project; now, therefore,

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

Section 1. That Section 2 of Ordinance No. 48-2024, approved by Council on December 4, 2024, is hereby amended to read in its entirety as follows:

Section 2. The Issuing Authority hereby finds and determines that it is necessary to issue, sell, and deliver the Bonds in the principal amount of not to exceed $23,000,000 upon the terms set forth herein, as supplemented by the Indenture or the Fiscal Officer's Certificate, for the purpose of providing funds for (a) the renovation of the ~~Duke Energy~~ Convention Center, and the redevelopment of adjoining properties thereto, all generally bounded by the 84.51 headquarters building, Fifth Street, Sixth Street, and Central Avenue, including related infrastructure improvements (the "Convention Center Project"), and (b) the development of a full-service convention center hotel, including related infrastructure improvements, all as allowable by law, within an area generally bounded by, and inclusive of, W. Fifth Street, Elm Street, W. Fourth Street, and Plum Street (the "Hotel Project" and together with the Convention Center Project, the "Project"); which costs may include, without limitation, acquisition, demolition, hard construction, and other capital costs for the Project; all as allowable by law; such principal amount may be increased by the amounts necessary to fund a debt service reserve fund (if needed), capitalized interest (if any), costs of issuance, and other necessary and permitted costs, all as determined by the Fiscal Officer. The officers specified herein are authorized to execute and deliver the documents necessary or appropriate in order to secure the Bonds or Notes.

Section 2. That all terms of Ordinance No. 48-2024 not amended by this ordinance shall remain in full force and effect.

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 urgency to commence the construction of a full-service convention center hotel to support, enhance, and complement operations of the recently-renovated Convention Center, which is currently in the process of re-opening.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

_____
New language underscored. Deleted language indicated by strikethrough.

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members of City Council

From: Sheryl M.M. Long, City Manager

202600903

Subject: **Emergency Ordinance** – Authorizing the City Manager to execute a Development Agreement with Cincinnati CH (OH), LLC and the Board of County Commissioners of Hamilton County, Ohio

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Attached is an Emergency Ordinance captioned:

AUTHORIZING the City Manager to execute a Development Agreement with Cincinnati CH (OH), LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the construction of a full-service convention center hotel and related infrastructure improvements in the Central Business District; **ESTABLISHING** new capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements; **AUTHORIZING** the transfer and return to source of $10,000,000 from capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852; **AUTHORIZING** the transfer and appropriation of $10,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay a portion of the construction costs for improvements to develop a full-service convention center hotel and related infrastructure improvements; **AUTHORIZING** the transfer and appropriation of $40,000,000 from the unappropriated surplus of Urban Development Bond Fund 862 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements; and **DECLARING** that (i) the construction and development of the convention center hotel to be an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725, and (ii) expenditures from the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements serve a public purpose because the project

will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center.

STATEMENT

The Convention Center Headquarters Hotel project is a critical component of the City's broader Convention District strategy and is essential to maintaining Cincinnati's competitiveness in the national convention and tourism market. The project will activate underutilized publicly controlled land, strengthen connections between the Convention Center and other Downtown assets such as Fountain Square, and support increased convention bookings, visitor spending, and long-term economic activity.

BACKGROUND/CURRENT CONDITIONS

In January 2022, the City and Hamilton County (the "County") retained the Cincinnati Center City Development Corporation ("3CDC") as Manager of the Convention District to address needed renovations to the Convention Center and to coordinate redevelopment of nearby publicly owned, underutilized lots and buildings. Acting in this role, 3CDC partnered with the City and the County to lead a request for proposals (RFP) process to select a developer for the Hotel, through which Portman Holdings ("Portman") was selected.

Since that time, the City, the County, and 3CDC have worked collaboratively with Portman, the Port of Greater Cincinnati Development Authority (the "Port"), Visit Cincy, and other local stakeholders to advance the project. Key milestones include finalizing the development plan; securing State of Ohio grant funding; establishing a financing structure with Port-issued bonds backed by future property taxes, lodging taxes, and community development charges; conducting community engagement; and negotiating a comprehensive Development Agreement and related project documents.

In June 2025, City Council authorized the City Finance Director to issue Economic Development Revenue Bonds—a major step toward project financing. The bonds are to be issued in coordination with the project's overall financial closing, expected in April 2026. In September 2025, the City Planning Commission approved several real estate actions necessary to facilitate the project, including the conversion of Plum Street to two-way traffic, vacation of Home Alley, and the granting of various easements. Most recently, City Council took additional action in October and December 2025 to support the project by approving the creation of the Convention District Community Authority, which will generate community development charges to support repayment of the project bonds.

The passage of this ordinance would authorize the City Manager to enter into the overarching Development Agreement for the project, which includes, as exhibits, Room Block Agreements for the Convention Center Headquarters Hotel and the Westin Hotel, various Service Agreements, and other ancillary documents. Additional Council approval will be requested for an associated Tax Increment Financing exemption ordinance in the near future.

DEVELOPER INFORMATION

Cincinnati CH (OH), LLC is a subsidiary of Portman Holdings, a real estate development and management firm headquartered in Atlanta, Georgia. Founded in 1957, Portman has developed more than 75 million square feet of hospitality, industrial, and mixed-use projects nationwide. Their portfolio includes multiple convention center headquarters hotels in major cities such as Salt Lake City, San Diego, and Charlotte.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Project Outline and Proposed Incentive

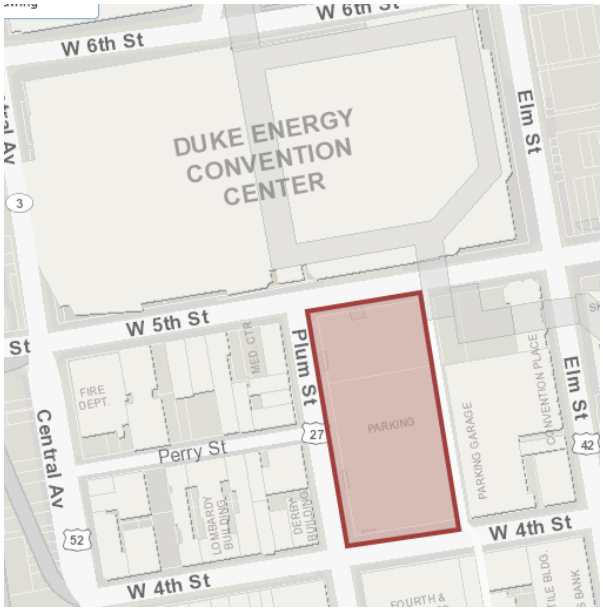
Copy: Markiea L. Carter, Director, Department of Community & Economic Development

Project Outline

Project Name	Convention Headquarters Hotel
Street Address	251 West Fifth Street and 240 West Fourth Street
Neighborhood	Central Business District
Property Condition	Vacant Land (surface parking lot)
Project Type	New Construction
Project Cost	Land and Predevelopment Costs: $15,221,000 Hard Costs: $412,785,000 Other Soft Costs: $39,983,000 Reserve and Financing Costs: $75,001,238 Total Project Cost: $542,990,238
Private Investment	Private Financing: $235,287,230 Developer Equity: $35,000,000
Room Count and Sq. Footage by Use	Hotel Rooms: 700 Meeting Space: 80,000 SF Leased Retail Space: 4,500 SF
Projected Average Daily Rate	$282
Jobs and Payroll	Created FTE Positions: 571 Total Payroll for Created FTE Positions: $63,417,000 Average Salary for Created FTE Positions: $111,063 Construction FTE Positions: 3,519 Total Payroll for Construction FTE Positions: $259.2MM
Location and Transit	Located within the West Fourth Street Historic District Transit Score: 79
Community Engagement	Presented at Community Council (CC) on 8/11/25. Community Engagement Meeting held on 8/21/25. CC has provided letter of support.
Plan Cincinnati Goals	Compete Initiative Area Goal 2 (p. 114-120), Sustain Initiative Area Goal 2 (p.193-198)

Project Image and Site Map





Proposed Incentive

Incentive Terms	Approx. $145MM bond proceeds backed by: - 30-year, net 67% TIF Property Tax Exemption (projected year 1 value - $1.2MM) - 30-year TOT Exemption (City and County) (projected year 1 value - $4.8MM) - Convention District Community Authority development charges (projected year 1 value - $2.5MM) $50MM loan - Repaid with excess revenue from the three revenue streams backing the bonds, potential construction savings, and/or future sale proceeds - Any outstanding balance beyond 30-year exemption terms is forgiven
SBE/MBE/WBE Goals	MBE Goal of 25% WBE Goal of 15%
Planning Commission Approval	All associated real estate items approved on 9/5/25
Other Incentives & Approvals	$49MM State of Ohio Grant $37MM State Transformational Mixed-Use Development (TMUD) Tax Credit Funding

E M E R G E N C Y

- 2026

AUTHORIZING the City Manager to execute a Development Agreement with Cincinnati CH (OH), LLC and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, pertaining to the construction of a full-service convention center hotel and related infrastructure improvements in the Central Business District; **ESTABLISHING** new capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements; **AUTHORIZING** the transfer and return to source of $10,000,000 from capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852; **AUTHORIZING** the transfer and appropriation of $10,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay a portion of the construction costs for improvements to develop a full-service convention center hotel and related infrastructure improvements; **AUTHORIZING** the transfer and appropriation of $40,000,000 from the unappropriated surplus of Urban Development Bond Fund 862 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements; and **DECLARING** that (i) the construction and development of the convention center hotel to be an urban renewal project located in an urban renewal area, each as defined in Ohio Revised Code Chapter 725, and (ii) expenditures from the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay for improvements to develop a full-service convention center hotel and related infrastructure improvements serve a public purpose because the project will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center.

WHEREAS, pursuant to Resolution No. 6-2022, approved by Council on January 26, 2022, and a Resolution passed by the Board of County Commissioners of Hamilton County, Ohio (the "County") on January 27, 2022, the City and the County expressed their support for the creation of a comprehensive strategy for redevelopment of the City-owned Convention Center (the "Convention Center") and the surrounding area generally bounded by Race Street, Central Avenue, Fourth Street, and Sixth Street (collectively, the "District"), including the engagement of Cincinnati Center City Development Corporation ("3CDC") for planning and management services related to the District; and

WHEREAS, Council adopted a Motion, Item No. 202300325, on February 23, 2023, requesting that the City work with 3CDC and other relevant stakeholders to maximize opportunities for minority and women contractors to engage in development within the District; and

WHEREAS, within the District are located (i) an approximately 0.512 acre parcel of land located at 251 W. Fifth Street, Cincinnati, Ohio 45202; and (ii) an approximately 1.198 acre parcel of land located at 240 W. Fourth Street, Cincinnati, Ohio 45202, which parcels are currently owned by the Port of Greater Cincinnati Development Authority (the "Port") and are currently operated as surface parking lots across from the Convention Center (together, the "Hotel Project Site"); and

WHEREAS, 3CDC, through its affiliate 3CDC Development Manager LLC ("Development Manager") recommended to the City and the County that Cincinnati CH (OH), LLC ("Developer") be selected to develop a first-class, premium branded, full-service convention center hotel situated on the Hotel Project Site and related infrastructure improvements (the "Hotel Project"); and

WHEREAS, the City and the County now desire to engage Developer to develop and operate the Hotel Project on and within the Hotel Project Site through execution of a Development Agreement substantially in the form attached hereto as Attachment A (the "Development Agreement"); and

WHEREAS, the total estimated cost (including, without limitation, construction costs, soft costs, acquisition costs, and costs of issuance) of the Hotel Project exceeds $500,000,000; and

WHEREAS, pursuant to the terms of the Development Agreement, the City, the County, and the Port will assist with the financial feasibility of the Hotel Project; and

WHEREAS, the City desires to loan to Developer an amount not to exceed $50,000,000 (the "City Loan") for the purpose of paying a portion of the capitalizable costs associated with the Hotel Project, as further described in the Development Agreement; and

WHEREAS, the Hotel Project Site constitutes an urban renewal area and the Hotel Project constitutes an urban renewal project, each for purposes of Ohio Revised Code ("R.C.") Chapter 725; and

WHEREAS, in support of the recent project redeveloping the City-owned Convention Center (the "Convention Center Renovation Project"), the City disbursed approximately $23,000,000 to a trustee for certain redevelopment Port-issued bonds (the "Trustee - Convention Center Bonds"), to be drawn alongside other sources of financings for such project as construction was completed; and

WHEREAS, due to construction savings, interest, and investment earnings on such amounts deposited with the Trustee - Convention Center Bonds for the Convention Center Renovation Project, there are certain amounts still available, including (i) $10,000,000 that the City now desires to receive back from the Trustee - Convention Center Bonds and thereafter expend in support of the Hotel Project as part of the City Loan, and (ii) $2,000,000 that the City now desires to pay Development Manager for services provided relating to the Hotel Project; and

WHEREAS, on June 18, 2025, Council passed Ordinance No. 234-2025, which authorized the issuance, sale, and delivery of up to $40,000,000 of economic development revenue bonds (Convention Center Hotel Project), or notes in anticipation thereof, for the purpose of financing certain improvements associated with the Hotel Project; and

WHEREAS, $40,000,000 of the City Loan may be funded with proceeds of bonds issued by the City the repayment of which is to be secured by a pledge of the City's non-tax revenues; and

WHEREAS, pursuant to R.C. Section 5739.093, the City and the County intend to designate the Hotel Project as a convention center headquarters hotel, exempt the Hotel Project from the payment of the City and County transient occupancy taxes (the "TOT"), and require that Developer and future owners of the Hotel Project make certain payments in lieu of the TOT (the "TOT Service Payments"), subject to the passage by Council of a separate ordinance and the County of a resolution authorizing such exemptions; and

WHEREAS, pursuant to R.C. Section 5709.41, the City intends to exempt improvements to the Hotel Project Site from real property taxation and require that Developer and future owners of the Hotel Project Site make payments in lieu of real property taxes (the "City TIF Service Payments"), subject to the passage by Council of a separate ordinance authorizing such exemption (the "Project TIF" and the "TIF Ordinance," as applicable); and

WHEREAS, the City has determined to assist and cooperate with the formation of a new community authority pursuant to R.C. Section 349.01 (the "Convention District NCA") resulting in the assessment of a community development charge in an amount equal to one percent for food and beverage sales, or up to two percent on certain hotel room charges, all as applicable, of gross sales of certain businesses in the Central Business District (the "NCA Charges" and together with the TOT Service Payments and the City TIF Service Payments, the "Pledged Revenues"), including the Convention Center; and

WHEREAS, to facilitate a bond issuance by the Port in a principal amount not to exceed $130,000,000 (the "Port Hotel Bonds") and a bond issuance by the Ohio Enterprise Bonds Fund in a principal amount not to exceed $25,000,000 (the "OEBF Hotel Bonds" and together with the Port Hotel Bonds, the "Hotel Revenue Bonds"), (i) the City and the County intend to pledge to the Port, and/or the trustee for the Hotel Revenue Bonds (the "Trustee"), the TOT Service Payments, (ii) the City intends to pledge to the Port, and/or the Trustee, the City TIF Service Payments, and (iii) the City intends to cooperate in facilitating a pledge of the NCA Charges to the Port, and/or the trustee for the Hotel Bonds, all for the purpose of paying debt service on the Hotel Revenue Bonds as it becomes due (the "Bond Obligations"); and

WHEREAS, the pledge of the Pledged Revenues and the terms of the financing associated with the Hotel Revenue Bonds, pursuant to which the Port will make the net Hotel Revenue Bond proceeds available to pay for a portion of the costs to construct the Hotel Project, will be effected by separate agreements and instruments entered into between the City, the County, the Convention District NCA, the Port, and other necessary parties, which financing structure, agreements, and instruments shall be consistent with this ordinance; and

WHEREAS, in order to create the Project TIF, the City must have held fee title to the Hotel 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 Hotel Project Site to the City for $1.00; and (ii) immediately thereafter, the City will reconvey the Hotel Project Site to Developer (or the Port on behalf of Developer) for $1.00; and

WHEREAS, the City Planning Commission approved the City's acquisition and reconveyance of the Hotel Project Site at its meeting on September 5, 2025; 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 City TIF Service Payments; and

WHEREAS, the parties anticipate that the City TIF Service Payments 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) to pay certain administration fees to the Hamilton County, Ohio Auditor and the City; (iii) to make payments to the Port, and/or the Trustee, to facilitate the payment of the Bond Obligations; and (iv) 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 Hotel Project Site is located in the "District 2 – Downtown South/Riverfront District Incentive District" TIF district; and

WHEREAS, pursuant to Ordinance No. 319-2024, passed by Council on October 22, 2024 (the "State Grant Ordinance"), the City applied for, was awarded, and accepted a grant in the amount of $46,000,000 (the "State Grant"), distributed to the City by the Ohio Office of Budget and Management and deposited into capital improvement program project account no. 980x243x252400, "Convention Center District Development Grant"; and

WHEREAS, the City has determined to make the proceeds of the State Grant available to Developer to pay for a portion of the costs to construct the Hotel Project in accordance with the terms of the Development Agreement, the State Grant Ordinance, and that certain Grant Agreement dated September 20, 2024, between the City and the Ohio Office of Budget and Management; 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, the City believes the Hotel 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 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 development of the Hotel Project by providing the City Loan and other financial support for the Hotel Project, all as more particularly described in the Development Agreement; and

WHEREAS, in recognition of the importance and value of including diversity, equity, and inclusion efforts for development projects within the District, the City, the County, and Development Manager have worked together to develop a plan and establish goals to maximize inclusion efforts within the District (the "Inclusion Plan"), the terms of which Inclusion Plan have been incorporated into the Development Agreement; and

WHEREAS, completion of the Hotel Project is in accordance with the "Compete" goal to "[b]ecome nationally and internationally recognized as a vibrant and unique city" as described in pages 121-125 of Plan Cincinnati (2012) and the "Collaborate" goal to "[s]peak in a unified voice with other entities to reach regional goals" as described on pages 213-216 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 execute a Development Agreement, substantially in the form attached hereto as Attachment A (the "Development Agreement"), with Cincinnati CH (OH), LLC ("Developer") and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio (the "County"), pertaining to the development of a full-service convention center hotel and related infrastructure improvements (the "Hotel Project") to be located on an approximately 0.512 acre parcel of land located at 251 W. Fifth Street, and an approximately 1.198 acre parcel of land located at 240 W. Fourth Street, generally bounded by and inclusive of W. Fifth Street, Home Alley, W. Fourth Street, and Plum Street, as more particularly described in the Development Agreement (collectively, the "Hotel Project Site").

Section 2. That the Director of Finance is authorized to establish new capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources in the form of a loan to pay a portion of the construction costs associated with the Hotel Project.

Section 3. That Council authorizes the transfer and return to source of $10,000,000 from capital improvement program project account no. 980x164x241620, "Convention Center District Urban Renewal TIF," to the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852.

Section 4. That Council authorizes the transfer and appropriation of $10,000,000 from the unappropriated surplus of Urban Renewal – Tax Increment Bond Fund 852 to capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources for the Hotel Project pursuant to the Development Agreement.

Section 5. That Council authorizes the transfer and appropriation of $40,000,000 from the unappropriated surplus of Urban Development Bond Fund 862 to the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," to provide resources for the Hotel Project pursuant to the Development Agreement.

Section 6. That Council hereby declares that (a) the Hotel Project constitutes an urban renewal project, and that the Hotel Project Site constitutes an urban renewal area, each as defined in Ohio Revised Code ("R.C.") Chapter 725; and (b) expenditures from the newly established capital improvement program project account no. 980x164x261624, "Convention Center District Hotel," in support of the Hotel Project pursuant to the Development Agreement, serve a public purpose because the Hotel Project will foster additional redevelopment and reinvestment in the Convention Center District in support of the City-owned Convention Center.

Section 7. That pursuant to the Development Agreement, Council (a) finds that the City is engaging in urban redevelopment; and (b) authorizes the City to accept title to the Hotel Project Site and to reconvey the same promptly thereafter to Developer (or the Port of Greater Cincinnati Development Authority on behalf of Developer), in each instance for $1.00, in order

to facilitate the subsequent creation of a real property tax exemption for the Hotel Project Site under R.C. Section 5709.41.

Section 8. That the proper City officials are hereby authorized to take all necessary and proper actions to fulfill the terms of this ordinance, the Development Agreement, any and all Hotel Project-related documents described in or contemplated by this ordinance and the Development Agreement (including, without limitation, a cooperative agreement, as more particularly described therein), and all ancillary agreements, amendments, documents, and other instruments related to the Hotel Project and/or the Hotel Project Site, all as deemed necessary or appropriate by the City Manager.

Section 9. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the urgency to commence the construction of a full-service convention center hotel to support, enhance, and complement operations of the City-owned Convention Center, which recently reopened after an extensive eighteen-month renovation project.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

Contract No: _____

DEVELOPMENT AGREEMENT

among

CITY OF CINCINNATI,
an Ohio municipal corporation;

BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO,
an Ohio political subdivision;

and

CINCINNATI CH (OH), LLC,
a Delaware limited liability company

Project Name: Convention Center Hotel Project
(251 W. Fifth Street and 240 W. Fourth Street, Cincinnati, Ohio)

Dated: _____, 2026

DEVELOPMENT AGREEMENT
(Convention Center Hotel Project)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"); the **BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO**, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio, 138 E. Court Street, Room 603, Cincinnati, Ohio 45202 (the "**County"**) and **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("**Developer**").

Recitals:

A. In 2022, the City and the County appointed Cincinnati Center City Development Corporation, an Ohio nonprofit corporation ("**3CDC**") as master developer for the redevelopment of the City-owned Convention Center (the "**Convention Center**") and certain properties surrounding the Convention Center (collectively, the "**Convention Center Project Area**"), including (i) (a) an approximately 0.512 acre parcel of land located at 251 W. Fifth Street (Hamilton County Auditor's Parcel ID 145-0001-0316-00); and (b) an approximately 1.198 acre parcel of land located at 240 W. Fourth Street, Cincinnati, Ohio 45202 (Hamilton County Auditor's Parcel ID 145-0001-0102-00), which parcels are currently owned by the Port of Greater Cincinnati Development Authority, an Ohio port authority and political subdivision (the "**Port**") and are operated as surface parking lots located across from the Convention Center, and (ii) a to-be subdivided portion of Home Alley, being the western 5 feet of Home Alley, all as more particularly depicted and described in Exhibit A (*Site Plan; Legal Description(s)*) hereto (together, the "**Property**").

B. In furtherance of its development and management responsibilities pertaining to the Convention Center and the Convention Center Project Area, 3CDC by and through its affiliate 3CDC Development Manager LLC, an Ohio limited liability company ("**Development Manager**") issued a Request For Proposals (the "**Convention Center Hotel RFP**") seeking developers to undertake the design, development, and construction of a new private first-class, premium-branded convention center hotel to be located in the Convention Center Project Area.

C. In March 2023, after reviewing the expressions of interest received in response to the Convention Center Hotel RFP, Development Manager recommended to the City and the County that Developer be selected to enter into negotiations with 3CDC, the City, and the County with respect to the advancement of the Convention Center Hotel Project (as defined below) and certain incentives and contributions related thereto.

D. Developer's proposal generally provided for the design, development, installation, construction and equipping of a first-class, premium branded, full-service convention center hotel situated on the Property and being generally comprised of (i) approximately 700 hotel rooms; (ii) approximately 63,000 square feet of meeting space; (iii) an approximately 17,000 square foot outdoor event area; (iv) approximately 4,500 square feet of leasable ground floor commercial space; (v) full service amenities, and (vi) an attached elevated pedestrian walkway, which will connect the hotel to the Convention Center and the Whex Garage located at 210 W. Fourth Street (collectively, the "**Convention Center Hotel Project**"). Developer's proposal further provided for the day-to-day management and operation of the Convention Center Hotel Project by a hotel operator with a national reputation for quality of management and operation of first class "national flag" hotels (the initial hotel operator and any and all future hotel operators hereinafter collectively referred to as "**Hotel Operator**").

E. In 2025, 3CDC, Developer, the City, and the County completed negotiations pertaining to the development of the Convention Center Hotel Project, and identified certain incentives, contributions, and commitments to be extended by the City, the County, and the Port to assist with the financial feasibility of the Convention Center Hotel Project, which are comprised of (i) with respect to the City, (a) the City TIF Incentive (as defined below), (b) the City TOT Service Payments (as defined below), (c) the NCA Formation Assistance (as defined below), and (d) the City Convention Center Hotel Assistance (as defined below); (ii) with respect to the County, the County TOT Service Payments (as defined below); and (iii) with respect to

the Port, (a) the issuance and sale of the Revenue Bonds (as defined below); (b) the sale and transfer of the Property to Developer; and (c) cooperation to facilitate the Port Authority Arrangement (as defined below) (collectively, the foregoing assistance shall be referred to as the "**Public Party Convention Center Hotel Assistance**").

F. Concurrent with the negotiations pertaining to the Public Party Convention Center Hotel Assistance, Developer entered into a Purchase and Sale Agreement with the Port to acquire title to the Property and in cooperation with Development Manager, the City, and the County, applied for and secured (i) $40,000,000 in transformational mixed-use development tax credits (the "**TMUD Credits**"), and (ii) $47,000,000 in direct assistance from the State of Ohio (the "**State**") by and through the State's Department of Development and the Ohio Strategic Community Investment Fund (the "**State Assistance**").

G. After closing on the acquisition of the Property and the issuance and sale of the Revenue Bonds, Developer intends to advance the development plan for the Convention Center Hotel Project, as more particularly described on Exhibit B (*Scope of Work, Budget, and Sources of Funds*) hereto.

H. In addition to the Convention Center Hotel Project, Cincinnati Hotel Owner (OH), LLC, an affiliate of Developer, has also recently acquired Westin Cincinnati hotel, located at 21 E. Fifth Street in the Central Business District of Cincinnati (the "**Westin**"), which the parties anticipate will provide additional support to the Convention Center.

I. Developer anticipates that the Convention Center Hotel Project will result in the creation of (i) approximately 3,519 full-time equivalent temporary construction jobs with a total payroll of approximately $259,273,000; and (ii) upon completion, approximately 571 full-time equivalent permanent jobs with an estimated annual payroll of $63,417,000.

J. In furtherance of the City's urban redevelopment and economic development goals as well as its authorized economic development purposes under Section 13 of Article VIII of the Ohio Constitution, which include the creation or preservation of jobs and employment opportunities and improving the economic welfare of the people of the State, and based upon the recommendations of Development Manager and the City's Department of Community and Economic Development ("**DCED**"), the City has determined that the Convention Center Hotel Project is in the vital and best interests of the City and the health, safety, and welfare of its residents, and that it is desirable to make the hereinafter defined and described City Convention Center Hotel Assistance.

(i) To facilitate the construction and development of the Convention Center Hotel Project and the creation and retention of jobs within Cincinnati, the City intends to exempt improvements to the Property from real property taxation under Section 5709.41 of the Ohio Revised Code ("**ORC**") for 30 years (the "**TIF Exemption Period**") by ordinance (the "**TIF Exemption**" and the "**TIF Ordinance**", respectively). The City will receive from the Hamilton County Treasurer the semi-annual statutory service payments paid (or caused to be paid) initially by Developer and thereafter by future owners of the Convention Center Hotel Project and generated from the Convention Center Hotel Project pursuant to the TIF Exemption, in the amount that would have been owed but for the TIF Exemption ("**Statutory Service Payments**"; the payments received by the City in the form of Statutory Service Payments, less the fees and charges described in subsections (a)-(c) below, being referred to herein as the "**Project TIF Revenue''**), and use the same, (a) first, to pay any fees charged by the Hamilton County Auditor or any other governmental entity (the "**Collection Fees**"), (b) second, to satisfy the City's obligation to the Board of Education of the Cincinnati City School District (the "**School Board**") under that certain Agreement by and between the City and the School Board dated April 28, 2020, (c) third, to pay the City's fees described in Section 14(D) of this Agreement, and (d) fourth, to make payments to the Port and/or OEBF (as defined below) (or the applicable trustee(s)) in the amount necessary to pay principal, interest, and other amounts due with respect to the Revenue Bonds (the "**Revenue Bond Obligations**"). The service agreement to be

entered into by and between the City and Developer following the Effective Date hereof shall be substantially in the form of Exhibit C (*Form of Service Agreement*) hereto (the "**Service Agreement**"). Collectively, the transactions described in this Recital J(i) shall be referred to as the "**City TIF Incentive**."

(ii) Pursuant to ORC Section 5739.093 and in furtherance of the creation of jobs within Cincinnati, the City intends to by ordinance (the "**TOT Exemption Ordinance**") designate the Convention Center Hotel Project as a convention center headquarters hotel (as defined in ORC Section 5739.093), and provide, for a period of 30 years (the "**City TOT Exemption Period**"), (a) the exemption of the Convention Center Hotel Project from the City's (i) 1.50% transient occupancy tax established by the City pursuant to ORC Section 5739.08(A); (ii) 1.50% transient occupancy tax established by the City pursuant to ORC Section 5739.08(A); and (iii) 1.00% transient occupancy tax established by the City pursuant to ORC 5739.09(B)(2) (collectively, the "**City Exempt Qualifying Lodging Taxes**"); and (b) through the execution and delivery of a City Exempt Qualifying Lodging Taxes Service Agreement in the form attached hereto as Exhibit D-1 (*Form of City TOT Service Agreement*) (the "**City TOT Service Agreement**"), the imposition of the requirement for Developer to make certain payments in lieu of City Exempt Qualifying Lodging Taxes (the "**City TOT Service Payments**") to be assigned and pledged to the Port and/or OEBF (or the applicable trustee(s)) to facilitate the payment of the Revenue Bond Obligations, with any and all surplus City TOT Service Payments in any given year to be first applied by the City as a credit against the outstanding balance of the Loan, subject to the limitations set forth herein, and thereafter be retained by the City or returned to the City, as applicable, and used for any lawful purpose.

(iii) To further assist with the development and financing of the Convention Center Hotel Project, the City has determined to assist and cooperate with the formation of a new community authority (the "**Convention District NCA**") pursuant to ORC Section 349.01., *et. seq*. (the "**NCA Act**"), which assistance and cooperation shall include the consideration of a petition in accordance with the NCA Act by City Council as well as the appointment of initial trustees to the board of the new community authority. The parties further contemplate that the City will execute and deliver a declaration (the "**Convention District NCA Declaration**") providing for the assessment of a "community development charge" in an amount equal to 1.0% of gross sales at the Convention Center. It is contemplated that the proceeds derived from the "community development charge" (the "**Convention District NCA Charges**") due under the Convention District NCA Declaration will be assigned by the Convention District NCA to the Port and/or OEBF (or the applicable trustee(s)) to facilitate the payment of the Revenue Bond Obligations (collectively, the "**NCA Formation Assistance**").

(iv) In furtherance of the orderly development of the Convention Center Hotel Project, the City and Developer will enter into a Real Estate Agreement (as defined below) providing for the vacation of certain rights-of-way, grants and conveyances of certain real property interests at and around the Property to facilitate the Convention Center Hotel Project as further described herein (collectively, the "**Real Estate Assistance**").

(v) As additional assistance to the Convention Center Hotel Project, the City has further agreed to extend a loan to Developer to pay a portion of the costs of the Convention Center Hotel Project in an amount not to exceed $50,000,000 (the "**Direct City Assistance**"), on the terms and conditions set forth in this Agreement.

(vi) Finally, the City has further agreed to loan funds received by the City as a State of Ohio Capital Budget grant and interest earnings thereon to aid with development of the Convention Center Project Area, including the Convention Center Hotel Project,

in the form of a forgivable loan in an amount not to exceed $[48,000,000] (the "**Pass-Through City Assistance**") and, together with the City TIF Incentive, the City TOT Service Payments, the NCA Formation Assistance, the Real Estate Assistance, and the Direct City Assistance, the "**City Convention Center Hotel Assistance**"), on the terms and conditions set forth in this Agreement.

K. In order to create the TIF Exemption under ORC Section 5709.41, the City must have held fee title to the Property prior to the enactment of the TIF Ordinance. Accordingly, Developer will convey or caused 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 (or the Port on behalf of Developer) thereafter for $1.00, in each case on, and subject to, the terms of this Agreement.

L. 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 Convention Center Hotel Project.

M. 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 or cause to be conveyed 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.

N. The Property is currently included in the tax increment financing district known as District 1 – Downtown South/Riverfront District Incentive District (the "**TIF District**"), established by Ordinance No. 412-2002, passed by City Council on December 18, 2002, pursuant to ORC Section 5709.40. In order to facilitate the TIF Exemption, the City anticipates removing the Property from the TIF District.

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 September 5, 2025.

P. In furtherance of the County's economic development goals as well as its authorized economic development purposes under Section 13 of Article VIII of the Ohio Constitution, which include the creation or preservation of jobs and employment opportunities and to improve the economic welfare of the people of the State, and based upon the recommendations of Development Manager and County Administrator (or authorized representative), the County has determined that the Convention Center Hotel Project is in the vital and best interests of the County and the health, safety, and welfare of its residents, and that it is desirable to make the hereinafter defined and described County Convention Center Hotel Assistance:

(i) Pursuant to ORC Section 5739.093 and in furtherance of the creation of jobs within the County and the State, the County Board of Commissioners has enacted a resolution on [_____] (the "**County TOT Exemption Resolution**"), which designated the Convention Center Hotel Project as a convention center headquarters hotel (as defined in ORC Section 5739.093), and provided, for a period of [30] years (the "**County TOT Exemption Period**"), (a) the exemption of the Convention Center Hotel Project from the County's (i) the 3.50% transient occupancy tax established by the County pursuant to ORC Sections 5739.09(D) and (X)(4); (ii) the 3.00% transient occupancy tax established by the County pursuant to ORC Section 5739.09(A)(1), and (iii) the 1.00% transient occupancy tax established by the County pursuant to ORC Section 5739.09(X) (collectively, the "**County Exempt Qualifying Lodging Taxes**"); and (b) through the execution and delivery of a County Exempt Qualifying Lodging Taxes Service Agreement in the form attached hereto as Exhibit D-2 (*Form of County TOT Service Agreement*) (the "**County TOT Service Agreement**") the imposition of the requirement for Developer to make certain payments in lieu of County Exempt Qualifying Lodging Taxes ("**County TOT Service Payments**" and, together with the Project TIF

Revenue, the City TOT Service Payments, and the Convention District NCA Charges, the "**Pledged Revenues**") to be assigned and pledged to the Port and/or OEBF (or the applicable trustee(s)) to facilitate the payment of the Revenue Bond Obligations, with any and all surplus County TOT Service Payments in any given year to be applied to the outstanding balance of the Loan, subject to the limitations set forth herein, and thereafter to be retained by the County or returned to the County, as applicable, and used for any lawful purpose.

Q. As a material inducement to the City and the County to enter into this Agreement, Developer will (i) undertake the Convention Center Hotel Project resulting in the creation of construction jobs and increased payroll receipts; (ii) implement and comply with the hereinafter described and defined Inclusion Plan; (iii) subject the Convention Center Hotel Project and the **Property** to the Restrictive Covenant (as defined below) and each of the Convention Center Hotel Project and the Westin to the applicable Room Block Agreement (as defined below); (iv) incorporate the Convention Center Hotel Project, the Property, and the Westin into the Convention District NCA; and (v) make or cause to be made an estimated capital investment of approximately $500,000,000, inclusive of all public and private sources.

R. The parties currently anticipate that the Convention Center Hotel Project will be financed in part through the issuance and sale of revenue bonds by the Port and the State, by and through the Ohio Enterprise Bond Fund ("**OEBF**") with (i) the Port issuing one or more series of senior special obligation development revenue bonds, with no series having a term in excess of the maximum maturity allowable at law for such series, in a principal amount not to exceed $130,000,000.00 (the "**Senior Revenue Bonds**") pursuant to a trust indenture, cooperative agreement(s), service agreement(s), and related documents (collectively, the "**Senior Revenue Bond Documents**"), (ii) OEBF issuing one or more series of subordinate special obligation development revenue bonds, with no series having a term in excess of the maximum maturity allowable at law for such series, in a principal amount not to exceed $25,000,000.00 (the "**Subordinate Revenue Bonds**" and, together with the Senior Revenue Bonds, the "**Revenue Bonds**") pursuant to a trust indenture, cooperative agreement(s), service agreement(s) and related documents (the "**Subordinate Revenue Bond Documents**" and, together with the Senior Revenue Bond Documents, the "**Revenue Bond Documents**"), and (iii) in each case, the applicable issuer (the Port or OEBF) will make the net proceeds from the Revenue Bonds available to Developer to pay for a portion of the costs of the Convention Center Hotel Project in accordance with the Revenue Bond Documents.

S. As used herein, the term "**Project Documents**" means, collectively, this Agreement, the Service Agreement(s), the Completion Guaranty (as defined below), the Note (as defined below), the Indemnity Agreement (as defined below), the Marriott Room Block Agreement (as defined below), the Restrictive Covenant, the Revenue Bond Documents, the City TOT Service Agreement, the County TOT Service Agreement, the Real Estate Agreement, the State Grant Agreement (as defined below), the DACA (as defined below) and any and all other agreements pertaining to the Convention Center Hotel Project entered into by the City or the County on the one hand, and Developer, on the other hand, or any instruments or other documents pertaining to the Convention Center Hotel Project made by the City and/or the County in favor of Developer or by Developer in favor of the City and/or the County, in each case, until the date that the same expires or is terminated pursuant to its terms.

T. In recognition of the importance and value of including diversity, equity, and inclusion efforts for development projects within the Convention Center **Project** Area, the City, the County, and Development Manager developed a plan and established goals to maximize inclusion efforts within the Convention Center Project Area (the "**Inclusion Plan**"), which was created pursuant to a certain *Development Management Services Agreement* dated June 14, 2023 (the "**Services Agreement**"). In furtherance thereof, in completing the Convention Center Hotel Project, Developer will ensure that all contractors, subcontractors, and consultants on the Convention Center Hotel Project comply with the applicable provisions of the Inclusion Plan for a project of the size and scope of the Convention Center Hotel Project and utilize best efforts to achieve participation at a level of 20% for minority-owned business enterprises and 10% for women-owned business enterprises, with an additional aspirational reach goal of an additional 5% each.

U. The City's execution of this Agreement and the other Project Documents, as applicable, was authorized by Cincinnati City Council by Ordinance No. ___-20___, passed by Cincinnati City Council on _____ _____, 202__.

V. The County's execution of this Agreement and the other Project Documents, as applicable, was authorized by the County Board of Commissioners by resolution enacted on _____ _____, 202__.

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) Due Diligence Materials to be Provided to the City and the County. Following the Effective Date and at such time as due diligence materials become available, Developer, at its sole expense, shall obtain and deliver (or cause to be obtained and delivered) to the City and the County any such information for review, including, without limitation, copies of inspection, engineering, and environmental reports, geotechnical reports, title reports, surveys, and other materials prepared by third party professionals obtained by Developer prior to Closing that pertain to the Convention Center Hotel Project. Such information should include evidence satisfactory to the City and the County that Developer has obtained or will obtain (a) good and marketable fee simple title to the Property, (b) sufficient financial resources to commence and complete the Convention Center Hotel Project consistent with Section 3(G) hereof, and (c) such other information and documents pertaining to Developer and the Convention Center Hotel Project as the City or the County may reasonably require.

(B) 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 and the County shall be recent (i.e., prepared or updated, as the case may be, within 3 months preceding the date that the item is delivered to the City and the County 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 City and the County may conduct whatever additional investigations concerning the Convention Center Hotel 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 City's Department of Buildings & Inspections, the City's Department of Planning and Engagement, the City Planning Commission, and any other applicable City departments, agencies or boards. If, during or at the conclusion of the due diligence investigations, Developer, the City, or the County (in the case of the City or the County, with advance written notice to the other) reasonably determines that any part of the Convention Center Hotel Project is not feasible or desirable for any reason, then, notwithstanding anything in this Agreement to the contrary, such party may terminate this Agreement by giving the other parties written notice thereof, whereupon this Agreement shall terminate and no party shall thereafter have any rights or obligations hereunder except as may expressly survive termination. 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 Convention Center Hotel Project (as they relate to the City) through DCED. Upon Closing, the termination rights of the parties under this Section 1(B) shall automatically expire and thereafter shall be null and void. Except to the extent that the City or County later determine that any such reports, materials, or the like were fraudulent, intentionally false, or materially misleading, such reports, materials and the like delivered by Developer under this Section 1 shall be deemed acceptable to the City and the County following expiration of the termination rights provided for under this Section 1.

2. CLOSING.

(A) Closing Date. The closing of the transactions described in this Section 2 (the "**Closing**") is anticipated to take place on _____, 2026, or such other date upon which the parties may agree (the "**Closing Date**"); *provided, however*, that the Closing shall occur prior to the passage of the TIF Ordinance.

It is the intention of the City and Developer 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 the parties' satisfaction with the various due diligence matters described in Section 1 above.

(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. 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 Convention Center Hotel 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(K) and 7(C) of this Agreement.

(C) City Conveyance. Immediately following the Initial Conveyance, the City shall re-convey the Property to Developer (or the Port on behalf of Developer) for $1.00 (the "**City Conveyance**"), by quitclaim deed (the "**City's Deed**"). 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 City's Deed.

(D) Miscellaneous Closing Provisions. Pursuant to Section 301-20 of the Cincinnati Municipal Code ("**CMC**"), 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 by Developer and/or 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/or assessments due or thereafter becoming due. At Closing, the City and Developer shall execute and cause the execution of 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 CONVENTION CENTER HOTEL PROJECT.

(A) Preparation of Plans and Specifications. Developer has selected Skanska USA Building, Inc. (the "**Construction Manager**"), as its construction manager for the Convention Center Hotel Project pursuant to that Agreement for Construction Management Services between Developer as "**Owner**" and Construction Manager dated September 21, 2025 (the "**CM Agreement**"). Prior to either the issuance of the Revenue Bonds or the disbursement of any City Cash Funds (as defined below), Developer shall cause the Construction Manager to prepare plans and specifications for the Convention Center Hotel Project that will become the basis for the GMP Amendment (as defined below), and Developer shall submit the same to the City and the County for review and approval; *provided* that the City and/or the County may only withhold approval if such plans and specifications (i) materially reduce or diminish the size, scope, quality, or site plan of the Convention Center Hotel Project, as compared to the scope of work attached hereto as Exhibit B (except as required by applicable law), (ii) could reasonably be expected to reduce the projected hard construction costs of the Convention Center Hotel Project by more than $2,000,000 as compared to the projected hard construction costs set forth on the budget attached hereto as Exhibit B, (iii) violate applicable zoning laws, or (iv) violate or are inconsistent with the land use approvals secured for the undertaking of the Convention Center Hotel Project, including the planned development approved by the City, in each case in the City's and County's reasonable discretion. Such approved plans and specifications for the Convention Center Hotel Project (including any and all changes thereto, subject to the City's and the County's review and approval on the criteria provided in the immediately preceding sentence) are referred to herein as the "**Final Plans**" with respect to the Convention Center Hotel Project. Developer shall submit any and all proposed changes to the Final Plans to the City and the County for review and approval prior to executing the guaranteed maximum price amendment (the "**GMP Amendment**" and, together with the CM Agreement, and any other amendments, change directives, or change orders thereto, the "**Construction Contract**"). The City and the County will use commercially reasonable efforts to approve or

respond with any comments to the plans and specifications submitted under this Section 3(A) or changes to the Final Plans that require approval under this Section 3(A) within 10 business days after receipt of the same from Developer.

(B) Construction Budget and Schedule. Prior to finalizing the GMP Amendment, in addition to submission of the plans and specifications under Section 3(A), Developer shall submit to the City and the County an updated construction budget (the "**Final Construction Budget**"), and an updated construction schedule (the "**Final Construction Schedule**") for the Convention Center Hotel Project, which in each case will serve as the basis for the delivery of the Convention Center Hotel Project under the Construction Contract. Developer will also submit to the City and the County an updated development budget, which shall be deemed to replace the budget attached hereto as Exhibit B (the "**Final Development Budget**").

(C) Construction Contract. After the Effective Date, as the same become available, Developer shall provide to the City and the County, fully executed copies of the CM Agreement and any amendments thereto, any architect agreement, and any engineering services agreement. Prior to the execution and delivery of the GMP Amendment, Developer shall provide the proposed final form of GMP Amendment to the City and the County for review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed provided that the GMP Amendment (i) incorporates the Final Construction Budget, Final Construction Schedule, and Final Plans; (ii) carries forward the construction management fee payable to the Construction Manager consistent with the CM Agreement; and (iii) consistent with the CM Agreement, provides that if the work is performed within the Final Construction Budget, Developer in such capacity as "Owner" will be permitted to share Savings (as defined in the CM Agreement) at Project Closeout (as defined below) to repay a portion of the Loan as further contemplated under Section 4(E)(v) below. Prior to the execution and delivery of the GMP Amendment, Developer shall provide the proposed final form of GMP Amendment to the City and the County for review and approval in accordance with clauses (i), (ii), (iii), and (iv) in Section 3(A) (except that, for comparison purposes under clause (ii) in Section 3(A), the Final Construction Budget will be used as the baseline in lieu of Exhibit B). The City and the County will use commercially reasonable efforts to approve or respond with any comments to the GMP Amendment or changes to the Final Plans attached thereto or referenced therein (to the extent requiring approval under this Section 3(C) within 10 business days after receipt of the same from Developer. At the request of any party, this Agreement shall be amended to attach as updated exhibits the Final Construction Budget, the updated Final Development Budget, and/or an index sheet referencing the Final Plans. For avoidance of doubt, the Final Construction Schedule shall provide for delivery of the Convention Center Hotel Project in accordance with the timelines set forth under Section 3(G).

(D) Amendments and Changes; Contingency. After the execution and delivery of the GMP Amendment, Developer will not be required to submit Immaterial Post-GMP Changes (as defined below) for review and approval to the City and the County but shall provide notice of all Immaterial Post-GMP Changes to the City and the County either concurrent with undertaking the same or during scheduled meetings during construction to discuss, which meetings should occur no less frequently than monthly, and during which the Immaterial Post-GMP Changes from the prior calendar month are to be discussed. For purposes of this Agreement, "**Immaterial Post-GMP Changes**" means any changes to the Construction Contract subsequent to the GMP Amendment (whether by amendment, change order, change directive, a draw on the general contractor's contingency held under the GMP Amendment, or otherwise) or subsequent changes to the Final Plans, so long as such changes would not (i) reduce the projected hard construction costs of the Convention Center Hotel Project by more than $2,000,000 as compared to the projected hard construction costs in the Final Construction Budget; (ii) materially reduce or diminish the size, scope, quality, or site plan of the Convention Center Hotel Project (except to the extent required by applicable building, health and safety law and regulations), as compared to the scope of work set forth in the Final Plans and the Construction Contract, as each then exists; (iii) violate applicable zoning laws; or (iv) violate or be inconsistent with the land use approvals secured for the undertaking of the Convention Center Hotel Project, including the planned development approved by the City. Any changes (whether by amendment, change order, or change directive, or otherwise) to the Construction Contract subsequent to the GMP Amendment or subsequent changes to the Final Plans that, in each case, do not constitute Immaterial Post-GMP Changes shall require the approval of the City and the County, such approval not to be unreasonably withheld, conditioned, or delayed. The City and the County will use commercially reasonable efforts to

approve or respond with any comments or objections to the changes to the Construction Contract or Final Plans within 10 business days after receipt of the same from Developer.

(E) Application of Project Contingency and Certain Reallocations Under Final Development Budget.

(i) Application of Project Contingency. After the execution and delivery of the GMP Amendment, Developer shall not, without obtaining the prior approval of the City and the County, which approval shall not be unreasonably withheld, conditioned or delayed, apply Project Contingency held under the Final Development Budget to any Excluded Development Budget Items that would (i) reduce the projected hard construction costs of the Convention Center Hotel Project by more than $2,000,000 as compared to the projected hard construction costs in the Final Construction Budget; (ii) materially reduce or diminish the size, scope, quality, or site plan of the Convention Center Hotel Project (except to the extent required by applicable building, health and safety law and regulations), as compared to the scope of work set forth in the Final Plans and the Construction Contract, as each then exists; (iii) violate applicable zoning laws; or (iv) violate or be inconsistent with the land use approvals secured for the undertaking of the Convention Center Hotel Project, including the planned development approved by the City. The City and the County will approve or respond with any comments or objections to any request for application of Project Contingency to any Excluded Development Budget Item as provided above within 10 business days after receipt of such request from Developer. The failure of the City or the County to respond within such 10-business day period shall constitute a rejection of Developer's request for application. Developer shall be permitted to draw upon or reallocate Project Contingency in any amount to any Included Development Budget Item in the Final Development Budget without the City or the County's prior written approval. However, notwithstanding the foregoing clause, Developer covenants and agrees to provide the City and County with notice of all draws on the Project Contingency during the scheduled construction meetings described in Section 3(D). For purposes of this Agreement, any capitalized term used but not defined in this Agreement in the context of provisions pertaining to the Final Development Budget for the Convention Center Hotel Project shall refer to the applicable line item set forth on the Final Development Budget (i.e., "**Project Contingency**").

(ii) Line Item Reallocation. Prior to Project Closeout, Developer covenants and agrees to secure the City's and County's prior written approval for any proposed reallocation of budgeted amounts from any Included Development Budget Item(s) to any Excluded Development Budget Item(s) that would exceed the threshold for Immaterial Post-GMP Changes, which approval may be withheld in the City's and County's reasonable discretion. The City and County will approve or respond with any comments or objections to any request for reallocation as provided above within 10 business days after receipt of such request from Developer. The failure of the City and County to respond within such 10-business day period shall constitute a rejection of Developer's request for reallocation. Except as specified above or elsewhere in this Agreement, Developer shall be permitted to reallocate line items in the Final Development Budget without the City or the County's prior written approval.

(F) Proof of Financing. Prior to the closing date for the issuance and sale of the Revenue Bonds (the "**Bond Closing**"), Developer shall provide evidence to the City and the County demonstrating that it has obtained all financing necessary to complete the Convention Center Hotel Project as further detailed in the attached Project budget, as initially identified in Exhibit B and as revised from time to time in accordance with this Agreement.

(G) Commencement and Completion of Construction. Not later than June 30, 2026 (the "**Commencement Deadline**), Developer shall (i) apply for and receive the required foundation and building permits from the City's Department of Buildings and Inspections for construction of the Convention Center Hotel Project and (ii) commence construction of the Convention Center Hotel Project in accordance with the Final Plans. Not later than December 31, 2029 (the "**Completion Deadline**"), Developer shall complete construction of the Convention Center Hotel Project in substantial accordance with the Final Plans, as demonstrated by a permanent certificate of occupancy for 100% of the hotel portion of the Convention Center Hotel Project (**"Construction Completion**"). However, the City, after consultation with the County, may, upon Developer's written request, permit the Commencement Deadline and the Completion Deadline to each be extended in 2 increments of up to 6 months (e.g., for a total of up to 12 months), which extensions

shall not be unreasonably withheld, conditioned or delayed, provided that Developer can demonstrate that it will complete the Convention Hotel Project within such extended time period. Notwithstanding the foregoing, Developer acknowledges that delivery of the completed Convention Center Hotel Project is of critical importance to the City and the County and agrees to undertake commercially reasonable efforts to achieve an aspirational completion deadline of September 1, 2028; provided however, that Developer's failure or inability to complete construction by such aspirational completion deadline for any reason shall not constitute an independent basis for a default under this Agreement. As additional inducement for the City to extend the City Convention Center Hotel Assistance and the County to extend the County Convention Center Hotel Assistance, Developer covenants and agrees to use commercially reasonable efforts to lease the retail space in the Convention Center Hotel Project to one or more retail end-users, which commercially reasonable efforts shall include, without limitation, extending allowances and incentives to tenants from sources available to Developer for such purposes under the Final Development Budget.

(H) Completion Guaranty. On or before the Bond Closing, Developer shall cause Portman Financial, LLC, a Georgia limited liability company, or one or more affiliates of Developer acceptable to the City and the County ("**Guarantor**") to execute a completion guaranty in favor of the City and the County, the form of which shall be substantially the same form delivered by Guarantor to Developer's construction lender for the Convention Center Hotel Project on or before the Bond Closing (the "**Completion Guaranty**"). Alternatively, Developer may elect to attempt to coordinate with its construction lender for the City and the County to be named as beneficiaries of the completion guaranty delivered to Developer's construction lender. If Developer's construction lender allows the City and the County to be named as beneficiaries, then the construction lender's completion guaranty shall also be deemed to be the "Completion Guaranty" for purposes of this Agreement in lieu of a separate completion guaranty made in favor of the City and the County.

(I) Inspection of Work. During construction of the Convention Center Hotel Project, the City, the County, and their respective 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. Notwithstanding anything to the contrary in this paragraph (I) or this Agreement, nothing herein shall in any way limit the inspection rights the City otherwise legally possesses, whether in connection with its police powers, permitting, or otherwise.

(J) Mechanics' Liens. Developer shall not permit any mechanics' or other liens (other than liens securing indebtedness permitted under Section 13(F)) to be filed against the Property during construction. If a mechanic's lien shall at any time be filed, Developer shall within 30 days after notice to Developer of the filing thereof (the "**Lien Resolution Period**"), cause the same to be discharged of record or bonded over in accordance with Ohio law. 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 the Revenue Bond Documents and Developer's construction lender and with diligence and continuity to the City's and County's reasonable satisfaction. If Developer elects to contest the validity of any claim or demand pursuant to the preceding sentence, the Lien Resolution Period shall toll for such time as Developer is diligently pursuing the contest, for a total of up to 90 days.

(K) 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.

(L) Environmental Conditions. As a material inducement to the City and the County 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 and County'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 and County, Developer shall at no expense to the City and County, 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. Developer's remediation obligations under this paragraph shall survive the completion of the Convention Center Hotel Project.

(M) Contractors and Subcontractors. Developer shall not solicit bids from any contractors or subcontractors who are identified as being debarred by the federal or state government or who are identified as being debarred on the City's Vendor Performance list.

(N) Diversity, Equity, and Inclusion. Developer shall follow and enforce Sections A, B, and D of the Inclusion Plan, including through following and enforcing the applicable provisions of the Compliance Plan and submitting the required monthly reports relating thereto, to ensure that Developer and all of its contractors, subcontractors, and consultants utilize best efforts to achieve the W/MBE goals of 20% for MBEs and 10% for WBEs, with the additional aspirational goals of 5% each for MBEs and WBEs, for collective goals of 25% for MBEs and 15% WBEs. In addition to the foregoing MBE/WBE goals, Developer will utilize and shall require its construction manager to utilize best efforts to achieve the goal of awarding 60% of the primary trade contracts to union contractors ("**Workforce Goal**") with an aspirational goal of 65%. For the purposes of this paragraph (N), the term "**Compliance Plan**" shall have the meaning ascribed to it in the Inclusion Plan, the term "**WBE**" shall mean woman-owned business enterprise, and "**MBE**" shall mean minority-owned business enterprise. Furthermore, Developer acknowledges that it was selected in part because of its commitment to pursue diverse equity investments for the Convention Center Hotel Project. Developer shall use best efforts to include minority and women investors for the equity portion of financing for the Convention Center Hotel Project.

(O) Union Neutrality. Developer shall and shall cause the Hotel Operator of the Convention Center Hotel Project to adopt a position of Neutrality (as defined below) regarding the unionization of any hourly employees hired to work at the Convention Center Hotel Project who are not otherwise represented by a union at the time of [the opening of the Convention Center Hotel Project]. For purposes of this Agreement, "**Neutrality**" means Developer and the Hotel Operator will: (1) not advocate for or against the unionization of any hourly employees working at the Convention Center Hotel Project who are not otherwise represented by a union at the time of [the opening of the Convention Center Hotel Project]; (2) provide union organizers access to non-working areas of the Convention Center Hotel Project during non-work time as long as: (a) the request for access is made at least 48 hours prior to such access; and (b) providing access does not interfere with the operation of the Convention Center Hotel Project; and (3) voluntarily recognize a union at the Convention Center Hotel Project without an election if presented with a valid showing of majority support for a particular union, as determined in accordance with applicable law. Notwithstanding anything to the contrary contained herein, Developer and the Hotel Operator's neutrality commitment may be terminated if a union attempting to organize hourly employees working at the Convention Center Hotel Project disparages Developer or the Hotel Operator, interferes with Developer's or the Hotel Operator's operation at the Convention Center Hotel Project, or distributes false information. For the avoidance of doubt, the foregoing clause shall not be interpreted to require tenants of the Convention Center Hotel Project (e.g., a restaurant tenant or a coffee shop tenant) to adopt a position of Neutrality regarding the unionization of hourly employees hired to work at their premises within the Convention Center Hotel Project.

4. CITY ASSISTANCE.

(A) Project TIF Revenue Payments. The City's commitment to make the Project TIF Revenue available shall be subject to and contingent upon, without limitation, the execution and continued effectiveness of this Agreement, the Service Agreement, a cooperative agreement, the other applicable Project Documents, and the Revenue Bond Documents. The City's commitment under this Agreement with respect to the Project TIF Revenue shall be limited to providing the Project TIF Revenue to the Port and/or OEBF (or the applicable trustee(s)) for payment of Revenue Bond Obligations, all in accordance with one or more separate agreements to be executed by and between or by and among the City, County, Developer, OEBF, and/or the Port. Developer acknowledges and agrees that the City will not provide the Project TIF Revenue to OEBF or the Port (or the applicable trustee(s)) for payment of the Revenue Bonds other than with respect to Statutory Service Payments for tax years falling within the TIF Exemption Period that are actually made in accordance with the Service Agreement and are actually received by the City.

(B) City TOT Exemption. Pursuant to the TOT Exemption Ordinance, City Council has approved the City TOT Service Payments, and the pledge and assignment of the City TOT Service Payments to the Port and/or OEBF (or the applicable trustee(s)) for payment of a portion of the Revenue Bond Obligations, all in accordance with one or more separate agreements to be executed by and among or by and between the City, the County, Developer, the Convention District NCA, OEBF, and/or the Port. To the extent received directly by the City for transfer to the Port and/or OEBF (or the applicable trustee(s)), Developer acknowledges and agrees that the City will not provide the City TOT Revenue to OEBF or the Port (or the applicable trustee(s)) for payment of the Revenue Bonds other than with respect to City TOT Service Payments for tax years falling within the City TOT Exemption Period that are actually made in accordance with the City TOT Service Agreement and are actually received by the City.

(C) NCA Formation Assistance. To further assist the Convention Center Hotel Project, the City covenants and agrees to cooperate with Development Manager to facilitate the formation of the Convention District NCA in accordance with the NCA Act, which cooperation shall include conducting the public hearing required under the NCA Act and appointing the initial local government representatives to the board of trustees for the Convention District NCA. The City will cooperate in such capacity to cause the Convention District NCA Declaration securing the payment of the Convention District NCA Charges to be recorded against the Convention Center, and, to the extent City approval is necessary, other City-owned properties with commercial tenants that are located in the Convention District NCA.

(D) Real Estate Assistance. In furtherance of the orderly development of the Convention Center Hotel Project, the City and Developer will enter into a purchase and sale agreement or similar agreement (the "**Real Estate Agreement**") pursuant to which the City will agree to grant and convey certain real property interests at and around the Property to facilitate among other things, Developer's construction, maintenance and operation of the skybridge connecting the Convention Center Hotel Project to the Convention Center, loading and unloading areas adjacent to the Convention Center Hotel Project, and such other rights and real property interests as may be agreed upon between the parties under the Real Estate Agreement.

(E) Direct City Assistance.

(i) City Loan; Eligible Uses. If the City is satisfied with the due diligence materials provided pursuant to Section 1 above, Developer is not in breach of this Agreement or any of the other Project Documents, and Developer has executed the Note, then the City will loan the Direct City Assistance to Developer, in an amount not to exceed $50,000,000 (the "**Loan**"). The proceeds of the Loan (the "**City Cash Funds**") shall be used exclusively to pay for capitalizable costs set forth in the Final Development Budget and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund.

(ii) Note from Developer. Prior to receiving the City Cash Funds for the Convention Center Hotel Project, Developer shall execute a promissory note in the form of Exhibit F-1 (*Form of Promissory Note*) hereto, in favor of the City (the "**Note**"). The Note shall be in the full amount of the Loan.

If Developer (i) fails to timely complete its construction obligations under Section 3(G), (ii) defaults under the Marriott Room Block Agreement beyond applicable notice and cure periods thereunder or hereunder, or (iii) fails to operate the Convention Center Hotel Project consistent with the Quality Standards (as defined below) and such failure continues beyond applicable notice and cure periods hereunder, then, in any such case, the City may declare all disbursed City Cash Funds to be immediately due and payable.

(iii) Disbursement of City Cash Funds. The City shall disburse the City Cash Funds in accordance with Exhibit G (*Disbursement of City Cash Funds*) hereto.

(iv) Excess Pledged Revenues; City Loan Reserve.

(a) *Subordinate Revenue Bonds and Loan Each Outstanding.* Each year after the Revenue Bonds are issued and sold, irrespective of whether Senior Revenue Bonds are outstanding, to the extent there are Pledged Revenues available following the payment of debt service, inclusive of principal, interest, and administrative expenses as further described under a cooperative agreement, on the Subordinate Revenue Bonds (such amounts being referred to hereinafter as "**Excess Pledged Revenues**"), the Subordinate Revenue Bond Documents will provide that 25% of the Excess Pledged Revenues will be applied to "turbo redeem" the Subordinate Revenue Bonds, and the City will receive 75% of the Excess Pledged Revenues for the repayment of the Note.

(b) *Senior Revenue Bonds and Loan Each Outstanding.* After the Subordinate Revenue Bonds are no longer outstanding, and provided the Senior Revenue Bonds remain outstanding, the Senior Bond Documents shall provide that 25% of the Excess Pledged Revenues will be applied to "turbo redeem" the Senior Revenue Bonds, and the City will receive 75% of Excess Pledged Revenues until the outstanding principal and interest on the Loan has been fully repaid.

(c) *Only Senior Revenue Bonds Outstanding.* In the event the Loan has been paid in full and provided the Senior Revenue Bonds remain outstanding, the Senior Bond Documents will provide for the Excess Pledged Revenues to be distributed as follows: (1) 25% of Excess Pledged Revenues will be applied to "turbo redeem" the Senior Revenue Bonds, and (2) 75% of the Excess Pledged Revenues will be distributed (x) to the County in an amount equal to the portion of County TOT Service Payments as a percentage of all Pledged Revenues transferred to the trustee for the Senior Revenue Bonds (the "**Senior Revenue Bonds Trustee**") during the corresponding year; (y) to the City in an amount equal to the portion of Project TIF Revenues and City TOT Service Payments as a percentage of all Pledged Revenues transferred to the Senior Revenue Bonds Trustee for the corresponding year; and (z) to the Convention District NCA, Excess Pledged Revenues in an amount equal to the Convention District NCA Charges as a percentage of all Pledged Revenues transferred to the Senior Revenue Bonds Trustee for the corresponding year.

(d) *Only Loan Outstanding*. In the event no Revenue Bonds remain outstanding, and the Loan is unpaid, then all Project TIF Revenues and all City TOT Service Payments received by the City shall be applied solely to the payment of principal and interest on the outstanding balance of the Loan, 80% of the County TOT Service Payments received by the County shall be transferred to the City to be applied solely to the payment of principal and interest on the outstanding balance of the Loan, and all Convention District NCA Charges received by the Convention District NCA shall be transferred to the City. For the avoidance of doubt, the remaining 20% of the County TOT Service Payments received by the County shall be retained by the County for the County to use for any lawful purpose.

(e) *No Revenue Bonds or Loan Outstanding.* In the event no Revenue Bonds remain outstanding and the Loan has been repaid in full, then the Excess Pledged Revenues will be distributed and/or retained, as and if applicable, to be used for any lawful purpose, as follows: (1) through the remainder of the TIF Exemption Period, to the City the Project TIF Revenue; (2) through the remainder of the City TOT Exemption Period, to the City the City TOT Service Payments; (3) through the remainder of the County TOT Exemption Period, to the County the County TOT Service Payments; and (4) while the Convention District NCA remains in existence, to the Convention District NCA the Convention District NCA Charges.

(f) City Loan Reserve. As additional security for the repayment of the Loan, Developer covenants and agrees to establish a Loan reserve (the "**City Loan Reserve**") on the date of the Bond Closing and initially fund and thereafter replenish the City Loan Reserve from time to time in accordance with this Section 4(E)(iv)(f). Developer will hold the City Loan Reserve in a segregated depository account subject to the terms and conditions of a deposit account control agreement (the "**DACA**") to be entered into on or before the date of the Bond Closing among the City, Developer and a financial institution reasonably acceptable to the City and Developer. The DACA will permit the City, on an annual basis, to draw upon the City Loan Reserve in an amount (any such amount being an "**Excess Revenues Shortfall**") equal to the lesser of (i) $600,000, or (ii) the difference, if greater than zero, between (x) the revenues projected to be derived from the City TOT Service Payments, County TOT Service Payments, and community development charges attributable to the Convention Center Hotel Project together with the community development charges attributable to the Westin, in each case, as shown on the final revenue projections prepared in conjunction with the Bond Closing, a copy of which shall be attached hereto as Exhibit H (*Final Revenue Projections*), and (y) the actual City TOT Service Payments, County TOT Service Payments and community development charges attributable to the Convention Center Hotel Project and the Westin received by the Senior Revenue Bonds Trustee during the corresponding calendar year. Upon full repayment of the Loan, the DACA will provide for the release of any funds then held in the City Loan Reserve to Developer. Developer will fund the City Loan Reserve up to a maximum balance of $3,000,000 (the "**City Loan Reserve Requirement**") (which is subject to replenishment in an amount not to exceed $200,000 pursuant to subsection (3) below) from the following sources in the following amounts:

(1) In the amount of $1,000,000 from all sources legally available to Developer to be deposited by Developer into the City Loan Reserve by no later than the sooner to occur of 10 business days after (i) the hotel portion of the Convention Center Hotel Project is open to the public, or (ii) Construction Completion.

(2) In an amount of up to $1,000,000 from Developer's share of any Construction Period Savings (as defined below) following Project Closeout (as defined below); for the avoidance of doubt, such contribution shall have no impact on the City's share of any Construction Period Savings; and

(3) In the amount of $1,000,000 from 20% of Project cash flow available for distribution by Developer as preferred return to its member or members, subject to the restrictions imposed by, and the rights and remedies of, the lenders for the Project under the loan documents (the "**Preferred Return Reserve Contribution**"); provided, however, in the event the City draws upon the City Loan Reserve in any calendar year due to an Excess Revenues Shortfall, then Developer shall make additional deposits of the Preferred Return Reserve Contribution. The foregoing replenishment commitment shall continue until such time that the aggregate replenishment deposits reach $200,000, after which Developer shall have no obligation to make further deposits under this subsection (3) for any reason, but the City shall otherwise retain all rights to draw upon the City Loan Reserve pursuant to the DACA. In furtherance of Developer's foregoing commitment to contribute the Preferred Return Reserve Contribution and as a condition precedent to the City's extension of the Loan, Developer covenants and agrees to (i) provide to the City and the County for inspection the proposed final operating agreement in redacted form but demonstrating the right of Developer to distribute the Preferred Return Reserve Contribution; (ii) negotiate in good faith with all applicable construction lenders and mezzanine lenders the right to make distributions of cash flow in the form of preferred returns upon the achievement of certain metrics and benchmarks, including debt yield, debt service coverage ratio, and an initial amortization payment under the senior loan; (iii) provide to the City and the County for inspection the proposed final construction loan documents and mezzanine loan documents in redacted form incorporating the aforementioned metrics and benchmarks; and (iv) undertake commercially reasonable efforts to negotiate with its permanent lender at least equivalent benchmarks and metrics with respect to the distribution of Preferred Return Reserve Contribution as are contained in the construction loan documents; provided however, the failure of Developer to secure such at least equivalent metrics and benchmarks shall not constitute an event of default. The City and the

County acknowledge and understand that Developer shall exclusively control all negotiations pertaining to the aforementioned construction and permanent loans.

(v) Construction Period Savings. The parties hereby agree that if there are Construction Period Savings following Project Closeout, then the City and Developer will split such Construction Period Savings, up to the Savings Cap (as defined below), with each such party receiving 50% of the Construction Period Savings up to the Savings Cap, with Developer retaining amounts above the Savings Cap. Any amounts captured by the City as Construction Period Savings shall be credited against the outstanding balance on the Loan. To the extent the amount the City receives as Construction Period Savings exceeds the outstanding balance on the Loan, the City shall be entitled to retain such excess amounts; provided that, the City acknowledges and agrees to work in good faith with the County to share in such excess in consideration of the County's contribution to the County TOT Service Payments as a component of the Pledged Revenues; provided further, that the City and the County hereby acknowledge and agree that, as part of the good faith efforts to be undertaken in conjunction with the distribution of excess Construction Period Savings, the City and the County shall consider, solely or in conjunction with other considerations, the proportion of aggregate County TOT Service Payments actually transferred as Pledged Revenues to aggregate Pledged Revenues, in each case, as of the date of such payment of Construction Period Savings to the City. Any such amounts received by the City and/or the County may then be used for any lawful purpose. In furtherance of making the determination as to the degree of Construction Period Savings, Developer covenants and agrees to provide the City on a monthly basis during the Construction Period with all documentation reasonably required to track and, upon Project Closeout, ascertain the Construction Period Savings, which documentation may include but shall not be limited to agreements governing the payment of Included Development Budget Items (as defined below), invoices for services, account statements, payment applications, and amendments to the Construction Contract, including change orders. Within 60 days following Project Closeout, Developer shall submit a final report setting forth any Construction Period Savings together with all such documentation as the City may reasonably require to supplement such final report. Thereafter, the City shall have 90 days to review and confirm the final amount of any Construction Period Savings as set forth in the final report. Notwithstanding anything to the contrary contained herein, any reallocation or series of reallocations between items in the Final Development Budget for the primary purpose of avoiding Development Budget Savings shall be deemed to have never been made such that, irrespective of any bad faith transfer, any transferred amounts from Included Development Budget Item(s) shall be reallocated to such Included Development Budget Item(s) for purposes of calculating Development Budget Savings. An important factor in determining whether a reallocation constituted a bad faith transfer is whether the transfer or transfers would have occurred but for the Development Budget Savings provisions under this Section.

As used herein:

(a) "**Construction Period**" means the time period commencing with the date on which Developer first incurred pre-development costs allocable to a line-item on Exhibit B through Project Closeout.

(b) "**Construction Period Savings**" means, together, Construction Savings and Development Budget Savings.

(c) "**Construction Savings**" means the difference, if greater than zero, calculated after Project Closeout as follows: (i) the "Guaranteed Maximum Price" as that term is defined under the Construction Contract, and modified from time to time, minus (ii) all savings and amounts paid or payable to the Construction Manager pursuant to the Construction Contract.

(d) "**Development Budget Savings**" means the difference between the total costs attributable to Included Development Budget Items (exclusive of any amount payable pursuant to the Construction Contract), and the actual documented costs attributable to Included Development Budget Items (exclusive of any amount payable pursuant to the Construction Contract) paid by Developer under the applicable agreements (or by Guarantor under the Completion Guaranty) and confirmed by the City.

(e) "**Excluded Development Budget Items**" means the following items set forth on attached Exhibit B: (i) Existing Bond Retirement; (ii) Tenant Improvements – Retail; (iii) Leasing Commissions; and (iv) Interest and Operating Reserve Accounts; (v) Development Fees & Overhead; (vi) Real Estate Taxes & Structured Lease Fees; (vii) Project Contingency; (viii) Legal; (ix) Accounting and Administrative Expenses; and (x) Insurance.

(f) "**Included Development Budget Items**" means the following items set forth on attached Exhibit B: (i) Construction Contract Hard Costs (which shall be separately evaluated to determine Construction Savings as provided above); (ii) FF&E/OS&E/Equipment; (iii) Technology and Systems; (iv) Other Hard Costs; (v) Entitlements, Permitting and Public Fees; (vi) Design Consultants; (vii) Consultants & Studies; (viii) Purchasing Agent and Procurement; (ix) Marketing; (x) Pre-Opening Expenses; and (xi) Financing Fees. Included Development Budget Items expressly **exclude** Excluded Development Budget Items.

(g) "**Project Closeout**" means the date that is 180 days after the latest to occur of (1) Construction Completion, (2) the release of final retainage, (3) the delivery of all lien waivers, or (4) close out and final payment under the Construction Contract.

(h) "**Savings Cap**" means $17,500,000 (i.e., a maximum share to the City of $8,750,000).

(vi) Incentive Recoupment Payment.

(a) *Generally*. Without limiting the provisions of Sections 13(A) and (B) (*Assignment; Change of Control*) hereof, Developer hereby agrees to pay to the City, concurrently with the closing of a Qualifying Sale, the Incentive Recoupment Payment; *provided that* notwithstanding anything to the contrary herein, Developer's obligation to pay the Incentive Recoupment Payment shall wholly terminate and cease to be effective as of the 10th anniversary of Construction Completion. Notwithstanding anything to the contrary in this Agreement, no Incentive Recoupment Payment shall be payable in connection with any sale or transfer that is not a Qualifying Sale. Developer shall provide at least 30 days' prior written notice to the City before the closing of a Qualifying Sale, together with any and all documentation required hereunder with respect to the determination of the Incentive Recoupment Payment. Developer shall promptly provide any additional documentation requested by the City in order to determine the amount of the Incentive Recoupment Payment in accordance with this provision. As used herein:

(1) "**Adjusted Project Cost**" means through the 4th anniversary of Construction Completion, $325,000,000, and which amount increases annually thereafter by 3% (i.e., thereafter, $334,750,000.00 through the 5th anniversary, $344,792,500.00 through the 6th anniversary, $355,136,275.00 through the 7th anniversary, $365,790,363.25 through the 8th anniversary, $376,764,074.15 through the 9th anniversary, and $388,066,996.37 through the 10th anniversary);

(2) "**Affiliate Transfer**" means any transfer of any portion of the Convention Center Hotel Project or Property, assignment of the rights or interests of Developer under this Agreement or the other Project Documents, or sale, transfer, or conveyance of all or any portion of the direct or indirect membership or beneficial interest in Developer or any member or other owner of such entity (each a "**Developer Party**"), in each case, to (a) any successor or surviving entity resulting from a merger, acquisition, or consolidation with any Developer Party; (b) any entity succeeding to all or a substantial portion of any Developer Party's business or an entity to whom such Developer Party has sold all or substantially all of its assets; (c) any related entity, subsidiary, or parent company of any Developer Party; (d) any entity in which any Developer Party has a controlling interest; or (e) any affiliate of any Developer Party's parent. Notwithstanding the foregoing, any transfer or series of transfers in a 24-month period of all or any portion of the direct or indirect membership or beneficial interest in Developer or a Developer Party that results in a Change of Control (as defined below), other than in connection with an Affiliate Transfer under (a) or (b) above, shall be excluded from the definition of Affiliate Transfer;

(3) "**Estate Planning Transfer**" means any inter vivos or testamentary sale, transfer, or conveyance by any person of all or any portion of the direct or indirect beneficial ownership interest in Developer to (a) one or more immediate family members of such person, (b) a trust or other entity in which all the beneficial interest is held by such person or one or more immediate family members of such person, or (c) a charitable organization; provided, that in each case (i) such transfer is made in connection with such person's bona fide, good faith estate planning, and (ii) such transfer does not result in a Change of Control. Estate Planning Transfer shall also include any transfers resulting from an amendment, restatement, modification, revision, or other change to an existing trust, provided the foregoing requirements in (i) and (ii) are satisfied;

(4) "**Exempt Transfer**" means (a) any Affiliate Transfer, (b) any Estate Planning Transfer, or (c) any sale, transfer, or conveyance in connection with the exercise by any lender (including, without limitation, any mezzanine lender or preferred equity investor) of its remedies under its loan documents or organizational documents with respect to its security in the Convention Center Hotel Project (e.g., foreclosing on Developer's interest in the Convention Center Hotel Project or accepting a deed in lieu of foreclosure or Developer's interests therein)(any sale, transfer or conveyance under clause (c) is a "**Foreclosure**");

(5) "**Incentive Recoupment Payment**" means an amount equal to the Sales Participation Excess multiplied by 25%;

(6) "**Net Sale Proceeds**" means (a) the gross sale proceeds (including any non-monetary consideration, such as assumption of loans (excluding the Loan and Pass-Through Loan), payment in kind, or otherwise), with respect to a Qualifying Sale, less any reasonable, actual, documented, and customary costs of the sale, such as brokerage fees, transfer taxes, recording fees, and so forth, divided by (b) 100%, or, if the Qualifying Sale involves a sale of less than 100% of the direct or indirect ownership interests in Developer or the Convention Center Hotel Project, the percentage of direct or indirect ownership interests that are sold pursuant to the Qualifying Sale (e.g., if 51% of the direct or indirect ownership interests in Developer or the Convention Center Hotel Project are sold, such percentage would equal 51% and not 100%);

(7) "**Qualifying Sale**" means either of the following taking place after the Effective Date (but excluding Exempt Transfers): (a) a sale, transfer, or conveyance of the Convention Center Hotel Project and the Property; or (b) any transaction or series of transactions in any 24-month period in which more than 50% of the direct or indirect ownership interests in Developer or the Convention Center Hotel Project are transferred; and

(8) "**Sales Participation Excess**" means an amount, if positive, that is equal to the Net Sales Proceeds less the Adjusted Project Cost.

(b) *Restrictive Covenant*. The City shall include a covenant in the Restrictive Covenant, which will prohibit the sale, transfer, or conveyance of the Property, or any portion thereof, except upon payment of any Incentive Recoupment Payment that is due.

(c) *Only Applies to First Qualifying Sale*. The foregoing Section 4(E)(vi) and the Restrictive Covenant shall only be applicable to the first, if any, Qualifying Sale and shall not be applicable to any subsequent sales, transfers, or conveyances.

(d) *Loan Repayment*. Any amounts paid to the City as an Incentive Recoupment Payment shall be credited against the outstanding balance on the Loan. To the extent the amount of an Incentive Recoupment Payment exceeds the outstanding balance on the Loan, the City shall be entitled to retain such amounts; provided that, the City acknowledges and agrees to work in good faith with the County to share in such excess in consideration of the County's contribution to the County TOT Service Payments as a component of the Pledged Revenues; provided further, that the City and the County hereby acknowledge and agree that, as part of the good faith efforts to be undertaken in conjunction with the distribution of excess consideration, the City and the County shall consider, solely or in conjunction with

other considerations, the proportion of aggregate County TOT Service Payments actually transferred as Pledged Revenues as of the date of the Incentive Recoupment Payment to aggregate Pledged Revenues as of the date of the Incentive Recoupment Payment. Any such amounts received by the City and/or the County may then be used for any lawful purpose.

(e) *Bad Faith Transfers.* For the avoidance of doubt, a transaction or series of transactions of Developer or an affiliate of Developer that would constitute a Qualifying Sale but for provisions intended to frustrate the purpose of this Section or for the primary purpose of avoiding material responsibilities, claims or amounts due and owing under this Agreement that are then in dispute shall constitute a Qualifying Sale. An important factor in determining intent to frustrate the purpose of this Section is whether terms and provisions would have been incorporated into such a transaction but for this Section.

(F) Pass-Through City Assistance. Subject to the terms and conditions of this Agreement and that certain *Grant Agreement Between the Office of Budget and Management and City of Cincinnati* effective on or around September 20, 2024, between the City and the Ohio Office of Budget and Management, a copy of which is attached hereto as Exhibit I (the "**State Grant Agreement**"), and provided that the City is satisfied with the due diligence materials provided pursuant to Section 1 above, and Developer is not in breach of this Agreement or any of the other Project Documents, and Developer has executed the Pass Through Note in the form of Exhibit F-2 (*Form of Pass-Through Promissory Note*) hereto in favor of the City (the "**Pass-Through Note**"), then the City will loan the Pass-Through City Assistance to Developer, in an amount not to exceed $[48,000,000] (the "**Pass-Through Loan**"). The proceeds of the Pass-Through Loan (the "**Pass-Through Funds**") shall be used exclusively to pay for allowable costs pursuant to the terms of the State Grant Agreement and its authorizing legislation, and for no other purpose. For the avoidance of doubt, Developer shall not use any portion of the Pass-Through Funds to pay for the purchase of inventory, supplies, furniture, trade fixtures, or any other items of personal property, or to establish a working capital fund. By virtue of receiving the Pass-Through Funds, Developer hereby agrees to assume full responsibility for all obligations and comply with all terms and conditions of the State Grant Agreement. If Developer (i) fails to timely complete its construction obligations under Section 3(G), (ii) defaults under the Marriott Room Block Agreement beyond any applicable notice and cure periods, or (iii) fails to operate the Convention Center Hotel Project compliant with the Quality Standards (as defined below) and such failure continues beyond applicable notice and cure periods hereunder or under the Restrictive Covenant, then, in any such case, the City may declare all disbursed Pass-Through City Assistance to be immediately due and payable.

(G) Limited Obligations of the City; No Other City Assistance. Except for the City's agreements as described in this Agreement, the Service Agreement, the City TOT Service Agreement, any cooperative agreement or similar agreement, and the Revenue Bond Documents (as applicable), the City shall not be responsible for any costs associated with the Convention Center Hotel Project, and Developer shall be solely responsible for all costs associated with the Convention Center Hotel Project. For the avoidance of doubt, Developer acknowledges and agrees that while the City and County's cooperation with respect to the financing of the Convention Center Hotel Project will enable Developer to secure a substantial portion of the sources to finance the Convention Center Hotel Project, the City and County are relying on Developer's substantial experience and expertise with respect to the financing of similar projects to secure any and all sources beyond the assistance that the City and the County are enabling Developer to leverage (whether through construction loans, mezzanine loans, equity investments, or otherwise) to deliver the Convention Center Hotel Project in accordance with this Agreement.

5. COUNTY ASSISTANCE.

(A) County TOT Exemption. Pursuant to the County TOT Exemption Resolution, the Board of Commissioners of the County has approved the County TOT Service Payments and the pledge and assignment of the County TOT Service Payments to the Port and/or OEBF (or the applicable trustee(s)) for payment of a portion of the Revenue Bond Obligations, all in accordance with one or more separate agreements to be executed by and among or by and between the City, the County, Developer, the Convention District NCA, OEBF, and/or the Port.

(B) Application of County TOT Service Payments to Loan. To further support the repayment of the Loan after the Revenue Bonds are no longer outstanding, the County hereby covenants and agrees to continue to make County TOT Service Payments available to the City on a periodic basis that is no less frequently than quarterly, as determined by the County in its sole discretion with prior notice to the City, until such time as the Loan has been fully repaid. The City will cooperate with the County to provide quarterly statements of the balance due on the Loan until such time that the Loan is fully repaid, which statements shall be no less frequently than on a quarterly basis.

(C) Limited Obligations of the County; No Other County Assistance. Except for the County's agreements as described in this Agreement, any cooperative agreement, and the Revenue Bond Documents (as applicable), the County shall not be responsible for any costs associated with the Convention Center Hotel Project, and Developer shall be solely responsible for all costs associated with the Convention Center Hotel Project as further described in Section 4(G) above.

6. OPERATION AS A CONVENTION CENTER HEADQUARTERS HOTEL.

(A) Hotel Management Agreement; Hotel Franchise Agreement.

(i) Hotel Management Agreement. On or before the Bond Closing, Developer and the initial Hotel Operator shall have delivered to the City and the County either (a) a duly executed copy of the management agreement for the operation and management of the Convention Center Hotel Project (as the same may be amended or replaced from time to time, the "**Hotel Management Agreement**") that incorporates the following core provisions (i) the initial Hotel Operator will manage and operate the Convention Center Hotel Project in accordance with the Marriott Room Block Agreement; and (ii) the initial Hotel Operator will be required to account for the City Exempt Qualifying Lodging Taxes and the County Exempt Qualifying Lodging Taxes as well as the Convention District NCA Charges, or (b) executed certifications in a form acceptable to the City and the County certifying and, as applicable, covenanting to the City and the County that (i) Developer and the initial Hotel Operator have duly executed and entered into a Hotel Management Agreement; (ii) the Hotel Management Agreement contains covenants and agreements that the initial Hotel Operator will manage and operate the Convention Center Hotel Project in accordance with the Marriott Room Block Agreement; and (iii) certifying that the initial Hotel Operator is required under the Hotel Management Agreement to account for the City Exempt Qualifying Lodging Taxes and the County Exempt Qualifying Lodging Taxes as well as the Convention District NCA Charges. In the event Developer or any future owner of the Convention Center Hotel Project proposes to replace the Hotel Operator with a replacement Hotel Operator (in connection with entering into a Hotel Franchise Agreement (as defined below) or otherwise), then prior to executing any replacement Hotel Management Agreement, Developer shall deliver to the City and the County either item described under (a) and (b) above together with an assignment and assumption agreement or similar agreement assigning the responsibilities of the then-current Hotel Operator under the City TOT Service Agreement and the County TOT Service Agreement.

(ii) Hotel Franchise Agreement. Developer may from time to time elect to enter into a franchise agreement (as the same may be amended or replaced from time to time, the "**Hotel Franchise Agreement**") for the Convention Center Hotel Project with a first class "national flag" hotel brand or affiliate thereof with a national reputation for quality (the "**Franchisor**"). If Developer elects to enter into a Hotel Franchise Agreement, then in connection with execution, Developer shall either execute and deliver to the City and the County (a) a copy of the franchise agreement for the Convention Center Hotel Project, or (b) certifications in a form acceptable to the City and the County that (i) Developer and the Franchisor have duly executed and entered into the Hotel Franchise Agreement; (ii) the Hotel Franchise Agreement incorporates the Franchisor's consent to the initial Hotel Operator; (iii) nothing in the Hotel Franchise Agreement prohibits Developer from designing and constructing the Convention Center Hotel Project in accordance with this Agreement; (iv) nothing in the Hotel Franchise Agreement prohibits the initial Hotel Operator to operate the Convention Center Hotel Project in accordance with the Operating Covenant; (v) nothing in the Hotel Franchise Agreement prevents the initial Hotel Operator or any subsequent Hotel Operator from managing and operating the Convention Center Hotel Project in accordance with the Marriott Room Block Agreement; and (vi) the Hotel Franchise Agreement expressly permits the incorporation of the

Convention Center Hotel Project into the Convention District NCA in accordance with the terms and conditions of the Convention District NCA Declaration.

(B) Room Block Agreements.

(i) Marriott Room Block Agreement. Developer shall operate, and cause the Hotel Operator to operate, the Convention Center Hotel Project in compliance with the terms of the Marriott Room Block Agreement for a term of 75 years, subject to earlier termination to the extent expressly set forth therein, under this Agreement or any other Project Document. The Marriott Room Block Agreement shall be in substantially the form of Exhibit J-1 (*Form of Marriott Room Block Agreement*) hereto (the "**Marriott Room Block Agreement**") and shall require the prior written consent and approval of the City and the County prior to execution. A memorandum of the Marriott Room Block Agreement shall be recorded against the Property at the Bond Closing subsequent to the deed from the Port and immediately prior to the Restrictive Covenant.

(ii) Westin Room Block Agreement. No later than June 30, 2026, Developer shall enter, or cause an affiliate to enter, into a separate agreement in substantially the form of Exhibit J-2 relating to the Westin that requires the owner of the Westin to operate, and to cause the Westin operator to operate, the Westin in the manner required under such agreement (the "**Westin Room Block Agreement**"). However, under no circumstances shall any breach or default of the Westin Room Block Agreement by the owner of the Westin constitute, or be deemed to constitute, a breach or default by Developer of this Agreement or any of the other Project Documents, and vice versa.

(C) Hotel Operating Covenant and Convention Center O&M and Management Requirement.

(i) Hotel Operating Covenant. Subject to the terms and conditions of this Section 6(C) and Sections 6(D) and (E), following Construction Completion, Developer shall open, commence, and continuously operate the Convention Center Hotel Project in accordance with the Quality Standards (as defined below) as a convention center hotel and not use the Convention Center Hotel Project for any use inconsistent with such operation (the "**Operating Covenant**"). For purposes of this Agreement, "**Quality Standards**" means (i) the performance benchmarks and hospitality industry standards equal to or exceeding a hotel rated in the "upper upscale" segment by STR, Inc. a division of CoStar Group, Inc. (if STR, Inc. ceases to exist, ceases to publish hotel class segment ratings or the parties no longer deem STR, Inc. suitable for the purpose identified herein, then, in either such event, the parties shall mutually agree upon a reputable replacement hospitality industry research and benchmarking organization to replace STR, Inc.), or (ii) any performance benchmarks and hospitality industry standards otherwise proposed by Developer and approved by the City and the County, which approval shall not be unreasonably withheld, conditioned or delayed. The Marriott brand, Hyatt brand, Omni brand, and Hilton brand, shall each be deemed to be part of the "upper upscale" segment.

(ii) Convention Center O&M and Management Requirement. Subject to a Facility Operations Force Majeure Event (as defined below), the City will cause the Convention Center to be continuously operated and managed and physically maintained to at least the standard of quality consistent with the principal convention centers (the "**Comparator Convention Centers**") operated by each of the cities of Columbus, Cleveland, Louisville, and Pittsburgh (the operations and management component of this covenant is the "**Convention Center Management Standard**" and the physical maintenance component of this covenant is the "**Convention Center Maintenance Standard**; each of the Convention Center Management Standard and the Convention Center Maintenance Standard, individually, is the "**Convention Center O&M and Management Requirement**"). The City shall be deemed to be in compliance with the Convention Center Management Standard so long as the City has either (a) engaged a nationally recognized third-party operator experienced in managing similarly situated convention centers, or (b) with Developer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, undertaken the management of the Convention Center with City personnel or personnel of a quasi-governmental agency established for the purpose of managing the Convention Center, in each case, pursuant to industry standard management and operating procedures, which shall be delivered to Developer for its review. Notwithstanding anything to the contrary contained herein, in the event the City terminates the third-party operator of the Convention Center or the term of any such operator's

agreement has expired, the Convention Center Management Standard shall be automatically suspended and Developer shall be precluded from sending an Initial Convention Center Deficiency Notice (as defined below) until the sooner to occur of (i) the date upon which the City takes final action to comply with the Convention Center Management Standard, or (ii) 180 days.

(iii) Facility Operations Force Majeure Event. A "**Facility Operations Force Majeure Event**" means, as the context may provide, (a) flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, typhoon, tornado, tsunami, or other adverse weather events, in each case, that occurs on the Property or at the Convention Center at levels in excess of the historic annual averages for the Property or the Convention Center and that could not have reasonably been prevented by Developer with respect to the Property or the City with respect to the Convention Center; (b) terrorist attacks, war, insurgency, strikes, lockouts or other labor disputes that prevent the operation of the Convention Center Hotel Project or the Convention Center, as applicable; or (c) epidemic or pandemic (excluding any delay or non-performance by Developer or the City, as the case may be, caused by COVID-19 that would be reasonably anticipated as of the Effective Date); provided however, in no event shall a Facility Operations Force Majeure Event include the inability of either (i) Developer to perform its obligations under this Agreement, or (ii) the City to operate the Convention Center in accordance with Section 6(C)(ii), solely, in each such case, by reason of lack of sufficient funds required for performance of such obligations or by reason in general economic conditions affecting the hotel industry regionally, in the case of Developer, or affecting the convention center industry regionally, in the case of the City, and, in each case, not attributable to any of the events referred to in clauses (a) through (c) above.

(D) Suspension of Hotel Operating Covenant.

(i) Circumstances of Suspension. The Operating Covenant will be deemed suspended during (a) Facility Operations Force Majeure Events, provided that (x) within 30 days of learning of any such Facility Operations Force Majeure Event, Developer notifies the City and the County in writing thereof and of the cause or causes thereof and of the duration thereof or, if continuing, the estimated duration thereof, and; (y) if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the City and the County in writing of the duration of the delay; (b) the period of time after a casualty or condemnation event affecting the Convention Center Hotel Project that is reasonably necessary to restore the Convention Center Hotel Project to operations consistent with the Marriott Room Block Agreement, this Agreement, and the Operating Covenant; (c) closures for maintenance or repairs in the ordinary course of business, to the extent it is reasonably necessary for portions of the Convention Center Hotel Project to be closed during such time, or in the event of an emergency; (d) temporary closures not exceeding 2 years for remodeling necessary to maintain compliance with the Quality Standards or the Hotel Management Agreement or the Franchise Agreement, to the extent it is reasonably necessary for portions of the Convention Center Hotel Project to be closed during such time; (e) any period that the Hotel Operator has defaulted under the Hotel Management Agreement or the Franchisor has defined under the Hotel Franchise Agreement, if such default consists of or results in a breach of the Operating Covenant, provided that Developer is using commercially reasonable efforts to enforce such default against the Hotel Operator or Franchisor, as applicable; and (f) the period of time during which a failure of the Convention Center O&M and Management Requirement is ongoing after receipt of any Initial Convention Center Deficiency Notice; provided, that the City shall have any such cure periods provided for below.

(ii) Suspension and Termination of Hotel Operating Covenant Due to Violation of Convention Center O&M and Management Requirement.

(a) Initial Convention Center Deficiency Notice. In order to suspend the Operating Covenant pursuant to Section 6(D)(i)(f), Developer must deliver to the City and the County written notice (the "**Initial Convention Center Deficiency Notice**") by no later than 90 days after Developer learns of such failure to satisfy the Convention Center O&M and Management Requirement, together with the date upon which the failure commenced (the "**Convention Center Deficiency Commencement Date**"), and, (i) if the failure is based on a breach of the Convention Center Maintenance Standard, a detailed description of the physical conditions that demonstrate the Convention Center Maintenance Standard is not being satisfied with reference to any or all of the Comparator Convention Centers and the specific physical conditions present in such Comparator Convention Centers that are not presently reflected or being

properly maintained at the Convention Center, and/or (ii) if the failure is based on a breach of the Convention Center Management Standard, a written statement that the City and the County have failed to maintain compliance with the Convention Center Management Standard and the circumstances underlying such failure.

(b) Maintenance Remedy Plan. Within 30 days of delivery of an Initial Convention Center Deficiency Notice based on a failure to meet the Convention Center Maintenance Standard, the City and the County will commence with selecting a reputable third-party vendor to conduct a capital needs assessment for the Convention Center (each, a "**Capital Needs Assessment**"), which vendor shall be selected by the City and the County in their reasonable discretion. Thereafter, upon receipt of the Capital Needs Assessment, the City and the County will cooperate to devise a plan to address those physical conditions described in the Capital Needs Assessment that correspond to the physical conditions cited in the Initial Convention Center Deficiency Notice and are necessary to bring the Convention Center into compliance with the Convention Center Maintenance Standard (the "**Maintenance Remedy Plan**"). Concurrent with the adoption of the Maintenance Remedy Plan, the City and the County covenant and agree to provide a copy of the same to Developer together with any corresponding Capital Needs Assessment and an estimated timeline for full implementation of the Maintenance Remedy Plan (such estimated timeline is the "**Maintenance Cure Period**").

(c) Management Remedy Plan. Within 30 days of delivery of an Initial Convention Center Deficiency Notice based on a failure to meet the Convention Center Management Standard, the City and the County will commence with addressing such failure by either (i) addressing any deficiencies with the existing operator that have resulted in the failure to meet the Convention Center Management Standard, or (ii) commencing with the selection of an operator that complies with the Convention Center Management Standard (the "**Management Remedy Plan**"; each of the Maintenance Remedy Plan and the Management Remedy Plan, individually, is the "**Remedy Plan**"). The City and the County will devise the Management Remedy Plan to bring the Convention Center into compliance with the Convention Center Management Standard within 90 days of delivery of the Initial Convention Center Deficiency Notice (the "**Management Cure Period**"). Concurrent with the adoption of the Management Remedy Plan, the City and the County covenant and agree to provide a copy of the same to Developer.

(d) Developer Covenants Related to Remedy Plan; Remedy Review Meetings; Suspension. Developer covenants and agrees to refrain from frustrating the implementation of the Remedy Plan. During the implementation of any Remedy Plan, the City, the County, and Developer will thereafter meet no less frequently than on a quarterly basis to review the progress of the City in implementing the Remedy Plan. The Operating Covenant will be deemed suspended until such time as the Remedy Plan has been fully implemented to bring the Convention Center into compliance with the Convention Center O&M and Management Requirement.

(e) Second Convention Center Deficiency Notice; Termination of Hotel Operating Covenant. In the event that the City fails to bring the Convention Center into compliance with the Convention Center O&M and Management Requirement on or before the expiration of the Maintenance Cure Period or the Management Cure Period, as applicable, then provided Developer delivers written notice to the City and the County of such failure (the "**Second Convention Center Deficiency Notice**"), and the City fails thereafter to bring the Convention Center into compliance within 180 days of the date of the Second Convention Center Deficiency Notice, the Operating Covenant will terminate. In the event that the Operating Covenant terminates pursuant to this paragraph, then the City and County will cooperate with Developer to place of record a release of the Operating Covenant (in the form of an amendment to the Restrictive Covenant or another commercially reasonable form) and, to the extent not then satisfied, the covenants concerning Construction Savings and the Incentive Recoupment Payment shall continue in full force and effect until satisfied.

(E) No Material Work on or Closure of Convention Center Without Developer Approval; Termination of Hotel Operating Covenant for Failure to Obtain Approval. The City shall provide Developer with at least 120 days' prior written notice of any material work or closure that the City intends to undertake relating to the Convention Center (other than the renovations currently (i.e., as of the Effective Date) underway (the "**Underway Renovations**") and any material work directly arising from a Facility Operations

Force Majeure Event). For so long as the Restrictive Covenant is in effect, except for work commenced in accordance with any Maintenance Remedy Plan (which work shall be deemed approved by Developer), the City will obtain the prior written approval of Developer in advance of undertaking any work (e.g., renovations, alterations or other work (including, without limitation, demolition work) to or closure of the Convention Center that (i) would result in a permanent reduction in the exhibition spaces within Exhibit Halls A, B, and C of the Convention Center (collectively, the "**Primary Exhibit Halls**") by more than 10% from the space available in the Primary Exhibit Halls immediately after the completion of the Underway Renovations, (ii) would result in more than 10% but less than 20% of the exhibition space within the Primary Exhibit Halls or the ancillary Convention Center meeting spaces (i.e,. meeting rooms and ballrooms within Convention Center other than the Primary Exhibit Halls) (collectively, the "**Ancillary Meeting Spaces**") being unavailable for a period of more than 24 consecutive months, or (iii) would result in more than 20% of the Primary Exhibit Halls or the Ancillary Meeting Spaces being unavailable for a period of more than 12 consecutive months (each, "**Material Work or Closure**"). The failure of the City to obtain the approval of Developer for any Material Work or Closure shall permit Developer to send a termination notice to the City and the County. The Operating Covenant shall terminate within 90 days after the date of such termination notice. In the event that the Operating Covenant terminates pursuant to this paragraph, then the City and the County will cooperate with Developer to place of record a release of the Operating Covenant (in the form of an amendment to the Restrictive Covenant or another commercially reasonable form) and, to the extent not then satisfied, the covenants concerning Construction Savings and the Incentive Recoupment Payment shall continue in full force and effect until satisfied.

(F) Inclusion of Convention Center Hotel Project and Westin in Convention District NCA. To further assist with the development and financing of the Convention Center Hotel Project, Developer shall assist and cooperate to include the Convention Center Hotel Project and the Westin in the Convention District NCA such that Developer will execute and deliver the Convention District NCA Declaration providing for the assessment of a "community development charge" in an amount equal to (i) 1.0% of gross sales at the Convention District Hotel Project and the Westin, and (ii) up to 2.0% of all transactions by which lodging of a hotel room is to be furnished to guests.

(G) City Purchase Option. To the extent the City exercises the City Purchase Option (as defined in the Restrictive Covenant), subject to the terms and conditions of the Restrictive Covenant, and then thereafter either resells the Convention Center Hotel Project or assigns its purchase right to a bona fide third party purchaser, then the City agrees to work in good faith with the County to share in any sale proceeds that are in excess of the principal amount still outstanding on the Loan (the "**Excess Sale Proceeds**"). The City and the County hereby acknowledge and agree that, as part of the good faith efforts to be undertaken in conjunction with the distribution of the Excess Sale Proceeds, the City and the County shall consider, solely or in conjunction with other considerations, the proportion of aggregate County TOT Service Payments actually transferred as Pledged Revenues to aggregate Pledged Revenues, in each case, as of the date of the City's receipt of any Excess Sale Proceeds. Any such amounts received by the City and/or the County may then be used for any lawful purpose.

(H) Recordable Restrictive Covenant. On or before the Bond Closing date, Developer shall execute a Restrictive Covenant memorializing the Operating Covenant and the rights and remedies of the City and the County with respect to any breach of the Operating Covenant, and the other terms and provisions above, which shall be in substantially the form of Exhibit K (*Form of Restrictive Covenant*) hereto, and shall be recorded against the Property immediately subsequent to the Marriott Room Block Agreement and prior to the recordation of any of the construction loan documents and shall be enforceable by the City and County (the "**Restrictive Covenant**").

7. INSURANCE; INDEMNITY.

(A) Insurance During Construction. From the time that construction associated with the initial development of the Convention Center Hotel Project commences, until such time as all such construction work associated with the Convention Center Hotel Project has been completed, Developer shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least $5,000,000 per occurrence, combined single limit/$5,000,000 aggregate, naming the City and the County as additional insureds with respect to the

Convention Center Hotel Project, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork) as part of the Convention Center Hotel Project, (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents and/or by Developer's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City and/or the County from time to time and which is available on commercially reasonable terms. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City and the County that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City and the County. For the avoidance of doubt, Developer may provide a list of one or more such companies to the City and the County for pre-approval. Prior to commencement of construction of the Convention Center Hotel Project, Developer shall send proof of all such insurance to (i) 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, and (ii) the County at 138 E. Court Street, Room 603, Cincinnati, Ohio 45202, or such other address as may be specified by the County from time to time; provided that if the City or the County 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 or County's request to obtain such an endorsement from its insurer and provide a copy of the endorsement to the City and the County.

(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, the County, and their respective 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, the County, or their respective employees, agents, contractors, or subcontractors; it being the agreement of the parties that Developer shall at all times endeavor to 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.

(i) Indemnification. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City and the County to enter into this Agreement, (x) Developer shall defend, indemnify, and hold the City, the County, and, as applicable, their respective officers, council members, commissioners, 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 or omissions of Developer and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Convention Center Hotel Project, including, without limitation, Claims arising under the State Grant Agreement, any Claims arising due to the ownership, operation, management, services, or programs provided in conjunction with the Convention Center Hotel Project; (y) Developer shall defend, indemnify, and hold the Indemnified Parties harmless from and against any and all Claims suffered or incurred by or asserted against the Indemnitfied Parties 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; and (z) Developer shall defend, indemnify, and hold the Indemnified Parties harmless from and against any and all Claims suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from any pre-existing environmental condition (any Claims under clause (z) are, collectively, "**Environmental Claims**"). The obligations of Developer under this Section 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 losses, costs (including, without limitation, attorneys' fees), demands, judgments, liability, and damages, in each case, as a result of third-party actions, suits or claims (or threats thereof), except to the extent arising from the gross negligence or willful misconduct of the Indemnified Parties. In addition to the foregoing indemnities, including specifically, the indemnity set forth under Section 7(C)(i)(x), Developer shall defend, indemnify and hold the Indemnified Parties harmless from and against any and all Direct Claims arising from or relating to an event of default by Developer beyond any applicable notice and cure period based

on a violation of the Operating Covenant that occurs from the 11th anniversary of the Effective Date through the 30th anniversary of the Effective Date. As used herein, "**Direct Claims**" means any and all actions, suits, claims, losses, costs (including, without limitation, reasonable attorneys' fees), demands, judgments liability, and damages, in each case, arising from acts or omissions of Developer, its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at its request in connection with the Operating Covenant, except, in each case, to the extent arising from the gross negligence or willful misconduct of the Indemnified Parties.

(ii) Indemnity Agreement. Developer shall cause its affiliate to execute an Indemnity Agreement in a form acceptable to the City and the County prior to the Closing (as it may be amended or assigned from time to time, the "**Indemnity Agreement**"; the indemnitor from time to time party to the Indemnity Agreement, "**Indemnitor**"). Portman Holdings, LLC is hereby approved by the City and the County as the initial Indemnitor under the Indemnity Agreement. In the Indemnity Agreement, Indemnitor shall agree to defend, indemnify, and hold the Indemnified Parties harmless with respect to Claims, including Environmental Claims, and Direct Claims covered under Section 7(C)(i) above, subject to the terms of Section 7(C)(iii) below.

(iii) Substitution of Indemnitor; Limitations on Indemnitor Liability. Prior to either (1) obtaining No Further Action (NFA)/Covenant-Not-to-Sue (CNS) status within Ohio's Voluntary Action Program (VAP) from the Ohio Environmental Protection Agency ("**CNS Closure**"), or (2) delivering a Certified Professional Closure Report (as defined in Exhibit B to this Agreement) (either, "**Environmental Closure**"), Developer shall not be permitted to substitute Indemnitor under the Indemnity Agreement without the City and County's written approval, which approval may be withheld in the City and County's reasonable discretion. After obtaining Environmental Closure, provided there is not an event of default hereunder or under any Project Document beyond any applicable notice and cure period and there is no outstanding Claim, including any Environmental Claim, or Direct Claim for which any Indemnified Party is seeking indemnification from Indemnitor, the City and the County shall accept a substitute indemnitor (each a "**Substitute Indemnitor**"), provided that Developer provides written notice of such Substitute Indemnitor to the City and County together with acceptable evidence that the Substitute Indemnitor has a net worth of at least $5,000,000 (or the applicable increased amount as described below) (the "**Baseline Net Worth Requirement**") to assume the obligations of the assigning Indemnitor (the "**Assigning Indemnitor**") under the Indemnity Agreement arising from and after the date of the assignment. Notwithstanding anything to the contrary in this Agreement or the Indemnity Agreement, Indemnitor's maximum aggregate liability under the Indemnity Agreement shall be determined as follows: (x) for Environmental Claims, unless and until Developer secures CNS Closure, Indemnitor's maximum liability for Environmental Claims shall be uncapped (such claims being hereinafter referred to as "**Uncapped Environmental Claims**"), and if and only if Developer secures CNS Closure, Indemnitor's maximum aggregate liability for Environmental Claims (such claims being thereinafter referred to as "**Capped Environmental Claims**") shall be $5,000,000 (the "**Maximum Liability Threshold**"); and (y) for Claims other than Environmental Claims and for Direct Claims, Indemnitor's maximum aggregate liability shall be the Maximum Liability Threshold. The Maximum Liability Threshold is a cumulative threshold for all Claims, Direct Claims and Capped Environmental Claims and will not apply independently. For example, if Indemnitor indemnifies the County for a Claim that is subject to indemnification in the amount of $500,000 and Indemnitor indemnifies the City for a Direct Claim that is subject to indemnification in the amount of $1,000,000, Indemnitor shall remain responsible for indemnifying the City and the County, together, for up to $3,500,000 of any future Claims, Direct Claims or Capped Environmental Claims that are subject to indemnification. Under no circumstances with the foregoing limitations apply to Uncapped Environmental Claims. Commencing with the fifth anniversary of the Effective Date and every fifth year thereafter, the Baseline Net Worth Requirement and Maximum Liability Threshold shall be adjusted by any increase in the Consumer Price Index ("**CPI**") during such five year period as follows: The base for computing the increase in the CPI for purposes of this paragraph shall be the Consumer Price Index–All Urban Consumers, U.S. City Average, All Items (1982-84 Base=100) published by the United States Department of Labor, Bureau of Labor Statistics (the "**Index"**) for the month of January of the first calendar year of the five year period for which the adjustment applies (the "**Beginning Index**"). The adjustment shall be determined by multiplying the then-applicable rate by a fraction, the numerator of which is the Index published for the month of January of the fifth calendar year for which the adjustment applies and the denominator of which is the Beginning Index. If the Index is changed so that the base year differs from that used to calculate the Beginning Index, the Index shall be converted in

accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Agreement, such other government Index or computation by which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. CPI adjustments are additive and shall never cause the Baseline Net Worth Requirement or Maximum Liability Threshold to decrease. In the event the Index is negative as compared to the Beginning Index then the Baseline Net Worth Requirement and Maximum Liability Threshold shall continue in the amounts at which they were established at the commencement of the then-current five year period.

(iv) Go-Forward Release Upon Indemnitor Substitution. Upon any substitution of an Assigning Indemnitor with a Substitute Indemnitor, the Assigning Indemnitor shall be released from any liability or obligations under the Indemnity Agreement arising from and after the date of the assignment, but shall remain liable for all liability or obligations preceding the date of such assignment unless the Substitute Indemnitor agrees to assume all such responsibility under the terms of the underlying assignment and evidence of the same is provided to the City and the County.

8. CASUALTY; EMINENT DOMAIN. If the Convention Center Hotel Project is damaged or destroyed by fire or other casualty during construction, or if any portion of the Property is taken by exercise of eminent domain (federal or state during construction, or local), Developer shall repair and restore the affected property, as expeditiously as possible, and to the extent practicable, to substantially the same condition in which the Property was in immediately prior to such occurrence, except as otherwise provided below. To the extent the City's and/or the County's participation is required, the parties shall jointly participate in filing claims and taking such other actions pertaining to the payment of proceeds resulting from such occurrence. If the proceeds are insufficient to fully repair and restore the affected property, neither the City nor the County shall be required to make up the deficiency. Developer shall handle all construction in accordance with the applicable requirements set forth herein, including, without limitation, obtaining, subject to the same terms, conditions and exceptions as are set forth in Section 3(A) above, the City's and the County's approval of the plans and specifications if they deviate from the Final Plans. Except as otherwise expressly set forth in this Agreement (including, without limitation, under Section 6(C)), Developer shall not be relieved of any obligations, financial or otherwise, under this Agreement during any period in which the Property is being repaired or restored pursuant to this Section 8.

9. DEFAULT; REMEDIES.

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

(i) Prior to the last to occur of (a) the defeasance or redemption of all of the outstanding Revenue Bonds (inclusive of any refundings thereof), (b) the expiration of the TIF Exemption Period, (c) the expiration of the City TOT Exemption Period, or (d) the expiration of the County TOT Exemption Period:

(a) the dissolution of Developer or Guarantor (during the term of the Guaranty), the filing of any bankruptcy or insolvency proceedings by Developer or Guarantor (during the term of the Guaranty), or the making by Developer or Guarantor (during the term of the Guaranty) of an assignment for the benefit of creditors; or

(b) the filing of any bankruptcy or insolvency proceedings against Developer or Guarantor (during the term of the 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 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 (or cause to be performed or observed) any obligation, duty, or responsibility under this Agreement or any other Project Document in a timely manner (provided that a failure of Guarantor to

perform under the Completion Guaranty or Portman Holdings to perform under 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 90 days after the receipt by Developer of written notice thereof from the City and/or the County (the "**Cure Period**"), other than a Specified Default (as defined below) in the form of a Payment Default (as defined below), in which case there shall be a Cure Period of 10 business days after Developer's receipt of written notice from the City and/or the County; *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, then so long as Developer has commenced to cure the default within such initial Cure Period, Developer shall be entitled to (x) an additional 90 days of Cure Period to cure the default if the default does not pertain to the Operating Covenant, or (y) an additional 180 days of Cure Period to cure the default if the default pertains to the Operating Covenant. If Developer has diligently undertaken to cure the underlying default during the extended Cure Period but has not cured the default, the City and the County may agree in their reasonable discretion to grant Developer additional time to cure such 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, an event of default shall be deemed to have occurred if Developer 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) City Payment Default. Any Statutory Service Payment is not made when due under the Service Agreement, any City TOT Service Payment is not made when due under the City TOT Service Agreement, or any payment is not made when due under the Note (a "**City Payment Default**"). Developer acknowledges that time is of the essence with respect to the making of each Statutory Service Payment, City TOT Service Payment and any payment due under the Note, and that delays in the making of such payments may result in a delay in the City's ability to transfer amounts to the Port for payment of debt service on the Revenue Bonds.

(b) County Payment Default. Any County TOT Service Payment is not made when due under the County TOT Service Agreement (a "**County Payment Default**"; and, together with a City Payment Default, a "**Payment Default**"). Developer acknowledges that time is of the essence with respect to the making of each County TOT Service Payment and that delays in the making of a County TOT Service Payment may result in a delay in the County's ability to transfer amounts to the Port for payment of the debt service on the Revenue Bonds.

(c) Development Default. Developer (1) fails to comply with Sections 3 or 7 of this Agreement or (2) abandons the Convention Center Hotel Project, including, without limitation, by vacating, demolishing, and/or abandoning the Convention Center Hotel Project.

(d) Misrepresentation. Any representation, warranty, or certification of Developer or Guarantor made in connection with this Agreement, or any other Project Document, shall prove to have been fraudulent, intentionally 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 (with respect to any City Payment Default or other event of default affecting the City) and/or the County (with respect to any County Payment Default or other event of default affecting the County) shall be entitled to (i) upon mutual written agreement of the County (in the event of an event of default that solely affects the City), or upon mutual written agreement of the City (in the event of an event of default that solely affects the County), terminate this Agreement with respect to Developer by giving Developer written notice thereof, and, without limitation of the City's other rights and remedies, and with or without terminating this Agreement, demand that Developer immediately repay to the City the outstanding balance of the Loan (subject to the limitations provided in the Note) and the Pass-Through Loan (subject to the limitations provided in the Pass-Through Note), (ii) take such actions in the way of "self-help" as the City or the County determines to be reasonably necessary or appropriate to cure or lessen the impact of such event of default, all at the sole expense of Developer, and (iii) exercise any and all other rights and remedies under this Agreement or available at law or in equity, including, without limitation, pursuing an action for specific performance. Developer shall be liable for all costs and damages, including, without limitation, attorneys' fees, suffered or incurred by the City and County as a result of a

default or event of default under this Agreement or the City's and/or County's termination of this Agreement. The failure of the City and/or the County 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.

10. 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 such 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, Ohio 45202

With a copy to:

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

To the County:
Board of County Commissioners of
Hamilton County, Ohio
Todd B. Portune Center for County
Government
138 E. Court Street, Room 603
Cincinnati, Ohio 45202
Attention: President

With a copy to:

Hamilton County Administrator
Todd B. Portune Center for County
Government
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

To Developer:
Cincinnati CH (OH), LLC
303 Peachtree Center Ave. NE #575
Atlanta, Georgia 30303
Attention: Reid L. Scott

With a copy to:

Cincinnati CH (OH), LLC
303 Peachtree Center Ave., NE #575
Atlanta, Georgia 30303
Attention: Jeff Greenway

Notwithstanding anything to the contrary herein, if Developer sends a notice to the City or the County alleging that the City or the County are 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, Ohio 45202, and County Prosecuting Attorney of Hamilton County, Ohio, William Howard Taft Center, 230 East 9th Street, Room 4000, Cincinnati, Ohio 45202.

11. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF DEVELOPER. Developer makes the following representations, warranties, and covenants to the City and the County as follows:

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, 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.

(B) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for herein. This Agreement has by proper action been duly authorized, executed, and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.

(C) The execution, delivery, and performance by Developer of this Agreement and each other Project Document to which Developer is a party and the consummation of the transactions contemplated hereby and thereby will not violate any applicable laws, or, to the knowledge of Developer, 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, to the knowledge of Developer, 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) Portman Holdings is experienced in coordinating the design, development, construction, leasing, and operation of first-class, premium branded, convention center headquarters hotel properties that are substantially similar to the Convention Center Hotel Project.

(E) 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.

(F) Developer shall give prompt notice in writing to the City and the County of the occurrence or existence, until the later to occur of (i) the expiration of the TIF Exemption Period, (ii) the expiration of the City TOT Exemption Period, (iii) the expiration of the County TOT Exemption Period, or (iv) the defeasance or redemption of all of the outstanding Revenue Bonds (inclusive of any refundings thereof), 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 or its completion of the Convention Center Hotel Project.

(G) The statements made in the documentation provided by Developer to the City and the County that are descriptive of Developer, Guarantor, or the Convention Center Hotel 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 and the County prior to Developer's execution of this Agreement.

(H) With reference to CMC Section 301-20 (*Delinquencies in Accounts Receivable and Loans Receivable; Policy*), 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 do any of its affiliates owe any fines, penalties, judgment awards or any other amounts to the City.

12. REPORTING REQUIREMENTS.

(A) Submission of Records and Reports; Records Retention. Developer shall collect, maintain, and furnish to the City and the County 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 Convention Center Hotel Project, or this Agreement, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of the Convention Center Hotel Project, and such reports and information as may be required for compliance with programs and projects funded by the City, the County, the State, or any federal agency (collectively, "**Records and Reports**"). All Records and Reports compiled by Developer and furnished to the City and the County shall be in such form as the City may from time to time require but, notwithstanding the foregoing, may be provided by Developer in electronic format. Developer

shall retain all Records and Reports until the date that is 3 years following the last to occur of (i) the defeasance or redemption of all of the outstanding Revenue Bonds (inclusive of any refundings thereof), (ii) expiration of the TIF Exemption Period, (iii) the expiration of the City TOT Exemption Period, (iv) the expiration of the County TOT Exemption Period, or (v) such later time as may be required by applicable law (the latest of which is the "**Retention Termination Date**"). This Section 12(A) shall not bind or apply to Guarantor or encompass any of Guarantor's reports, records, financial statements or other financial information, and in no event shall the City or the County have access to any of Guarantor's reports, records, financial statements or other financial information. This Section 12(A) shall survive the term of this Agreement.

(B) City's and County's Right to Inspect and Audit. During the construction of the Convention Center Hotel Project and thereafter until the Retention Termination Date, but not more frequently than twice every 6 months, Developer shall permit the City and/or the County and their respective designees and auditors to have full access to and to inspect and audit Developer's Records and Reports. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Developer to the City and the County, Developer shall reimburse the City and the County for their out-of-pocket costs associated with such inspection or audit.

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

13. GENERAL PROVISIONS.

(A) Transfer and Assignment.

(i) Assignments or Transfers Prior to Construction Completion. Prior to Construction Completion, Developer shall not, without the prior written consent of the City Manager and the County Administrator, transfer any portion of the Convention Center Hotel Project or Property or assign its rights or interests under this Agreement or the other Project Documents, other than: (a) in connection with an Estate Planning Transfer or an Affiliate Transfer, provided that, in each case, Ambrish Baisiwala or John C. Portman IV retain control of the day-to-day management of Developer (the "**Key Executive Condition**"), (b) in connection with closing on any financing or refinancing contemplated under Section 13(F), (c) in connection with a Foreclosure, (d) pursuant to the Hotel Management Agreement or any Hotel Franchise Agreement, (e) in connection with entering into leases or licenses granted in the ordinary course of Developer's business (e.g., leases of retail space in the Convention Center Hotel Project), or (f) the granting of easements, restrictions, covenants or other encumbrances that are reasonably necessary for the development and operation of the Convention Center Hotel Project, including, without limitation, any such easements, restrictions, covenants or other encumbrances required under applicable law (any transfer or assignment under clauses (a) through (f) is a "**Permitted Transfer**").

(ii) Assignments or Transfers Following Completion of Convention Center Hotel Project Requiring Notice but Not Consent. After Construction Completion, Developer shall not, without the prior written consent of the City Manager and the County Administrator, transfer any portion of the Convention Center Hotel Project or Property or assign its rights or interests under this Agreement or the other Project Documents, other than in connection with a Permitted Transfer; provided, however, that the Key Executive Condition shall no longer apply to a Permitted Transfer under Section 13(A)(i)(a).

(B) Change of Control. Any Change of Control, other than in connection with an Estate Planning Transfer or an Affiliate Transfer, shall require the prior written consent of the City Manager and the County Administrator.

(C) QREI Transfers. Notwithstanding the terms of Section 13(A) or 13(B) or anything to the contrary elsewhere in this Agreement, after Construction Completion, the City and the County's consent to a QREI Transfer will automatically be deemed given upon satisfaction of the following conditions:

(i) Developer provides the City and the County the identity of all parties, a copy of the purchase agreement, and the organizational documents of the transferee;

(ii) Developer provides the City and the County evidence that the then-current Hotel Operator will continue to operate the Convention Center Hotel Project, or evidence that the proposed transferee has engaged a replacement Hotel Operator with a national reputation for quality of management and operation of first class "national flag" hotels;

(iii) There is no event of default hereunder or under any Project Document beyond any applicable notice and cure period; and

(iv) If the QREI Transfer involves an assignment of this Agreement, Developer provides the City and the County evidence that the transferee will assume Developer's responsibilities under this Agreement from and after the effective date of the assignment (the "**Assignment Date**") pursuant to a commercially reasonable form of assignment and assumption agreement.

(D) Release. Upon the assignment of Developer's rights and interests under this Agreement and the other Project Documents to which Developer is a party, in each case to the extent permitted hereunder or thereunder (and, if applicable, after obtaining the written consent of the necessary counterparty or counterparties hereto or thereto), and the assumption by the assignee of all of the liabilities and obligations of Developer arising under this Agreement and such other Project Documents from and after the Assignment Date, the assignor shall be automatically released from any liabilities or obligations under this Agreement and such other Project Documents to which Developer is a party to the extent such liabilities or obligations arise from and after the Assignment Date.

(E) Definitions. For the purposes of this Agreement:

(i) "**Change of Control**" means a change in the ownership of Developer such that its parent entity and any entity directly or indirectly controlled by, or under common control with, its parent entity collectively have 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.

(ii) "**QREI Transfer**" means (i) any assignment of the rights and interests under this Agreement and the other Project Documents by Developer to a Qualified Real Estate Investor and the assumption by the Qualified Real Estate Investor of all of the liabilities and obligations of Developer arising under this Agreement and such other Project Documents from and after the Assignment Date, or (ii) any Change of Control whereby a Qualified Real Estate Investor acquires more than 50% of the direct or indirect voting interests in Developer and has 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.

(iii) "**Qualified Real Estate Investor**" means any of the following:

(1) Any Institutional Investor (as defined below); or

(2) Any person or entity domiciled within the United States of America and having a minimum net worth of $25,000,000, as certified by a reputable firm of certified public accountants, provided such person or entity is not the subject of any bankruptcy, reorganization or insolvency proceedings

(iv) "**Institutional Investor**" means any of the following:

(1) Any savings bank, savings and loan association, commercial bank, trust company, or similar lender having shareholder equity (as determined in accordance with generally acceptable accounting principles) of at least $50,000,000;

(2) Any college, university, credit union, trust or insurance company or endowment having assets of at least $50,000,000;

(3) Any employment benefit plan subject to ERISA having assets held in trust of $50,000,000 or more;

(4) Any pension plan established for the benefit of the employees of any state or local government, or any governmental authority, having assets of at least $50,000,000;

(5) Any real estate investment trust, limited partnership, limited liability company, corporation, business trust, private equity fund or other investment entity having either assets or committed capital (or any combination thereof) of $50,000,000 or more;

(6) Any person or entity with at least 10 years' experience in the development, ownership or management of first class "national flag" hotels and core hospitality assets in major metropolitan areas in the United States of America ("**Substantial Hospitality Experience**"); or

(7) Any entity that has one or more executives who individually possess Substantial Hospitality Experience.

(8) Any partnership having as a general partner any person or entity who is or who has a direct or indirect owner who is described in clauses (1) through (7) above, or any corporation, limited liability company or other person or entity controlling, controlled by or controlled with, directly or indirectly, any person or entity described in clauses (1) through (7) above.

(F) Collateral Assignment; Cooperation of City and County. Without the approval of the City or the County, Developer may collaterally assign, all (but not part) of its interest in this Agreement and the other Project Documents to its senior construction lender and thereafter, provided Developer is not in default hereunder or any Project Document to which Developer is a party beyond any applicable notice and cure period, to each other lender that has provided Developer with a loan secured by a deed of trust lien or mortgage upon the Property. Additionally, provided Developer is not in default hereunder or under any other Project Document to which Developer is a party beyond any applicable notice and cure period, without the approval of the City or the County, Developer shall be permitted to pledge direct or indirect interests in Developer in connection with obtaining any mezzanine construction loan or any subsequent mezzanine loan for the Convention Center Hotel Project. The City and the County shall reasonably cooperate with Developer in connection with securing any loan by a lender, which duty of cooperation shall include negotiating in good faith any agreements reasonably required by the lender to secure or protect its interest in the Convention Center Hotel Project and the Project Documents; provided, however, nothing herein shall constitute a waiver of the rights, remedies, or interests of the City or the County, or the ability of the City or the County to defend or protect its rights, interests, and/or remedies under this Agreement and all Project Documents to which the City and/or the County are a party.

(G) 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 the City, the County, Developer, 3CDC, and/or Development Manager 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.

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

(I) 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.

(J) 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.

(K) 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.

(L) 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.

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

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

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

(P) No Brokers. Developer represents to the City and the County 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 and/or the County as a result of the parties' execution of this Agreement.

(Q) Official Capacity. All representations, warranties, covenants, agreements, and obligations of the City and the County 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. However, in no event shall any officer, agent, employee or attorney of the City or Developer be personally liable under this Agreement.

(R) 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 Convention Center Hotel Project, including any of the laws and regulations described on Exhibit K (*Additional Requirements*) hereto that are applicable to the Convention Center Hotel Project, **including, without limitation, Developer shall comply, and shall cause all contractors working on the Convention Center Hotel Project to comply, with prevailing wage requirements which apply to a "Development Agreement" as defined and outlined in CMC Chapter 321**. A copy of the City's prevailing wage determination is attached to Exhibit L as Addendum I to Additional Requirements Exhibit (*City's Prevailing Wage determination*) hereto.

(S) 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.

(T) Recognition of City Support and County Support. In connection with the construction and opening of the Convention Center Hotel Project, Developer shall acknowledge the support of the City and the County with respect to the Convention Center Hotel Project in all printed promotional materials (including, without limitation, informational releases, pamphlets and brochures, construction signs, project and identification signage and stationery) 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

Convention Center Hotel 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. In identifying the County as a Project partner, Developer shall use either the phrase "_____" or a Hamilton County logotype or other form of acknowledgement that has been approved in advance in writing by the County. The requirements of this Section 13(T) shall terminate 3 months following the opening of the Convention Center Hotel Project.

(U) Transfer of Fee or Leasehold Title to Port. Nothing in this Agreement shall be construed to prohibit Developer from entering into a sale (or lease) and leaseback arrangement with respect to portion(s) of the Property in which fee or leasehold title to the Property is held by the Port (the "**Port Authority Arrangement**"); *provided, however*, that (i) the purpose for the Port Authority Arrangement is to take advantage of the sales tax exemption on the purchase of Project building materials, and (ii) 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 the Port Authority Arrangement, at least 10 business days prior to any conveyance of any portion of the Property to the Port. Developer may not assign its rights, obligations, or any other interest under this Agreement to any other party except as otherwise expressly permitted hereunder; provided, however, at any time, subject to the provisions of this paragraph, once Developer has obtained the fee interest in the Property, Developer may convey fee or leasehold interest to the Port, in the manner, and subject to the terms described, above. It is also understood and agreed that the Port may convey such interest back to Developer pursuant to the terms contained in the agreement memorializing the Port Authority Arrangement. Developer hereby provides notice to the City that Developer will enter into the Port Authority Arrangement.

(V) Term. The term of this Agreement shall commence on the Effective Date and shall end on the earlier to occur of (i) the date terminated under Section 9(B), and (ii) the latest to occur of (w) the defeasance or redemption of all of the outstanding Revenue Bonds (inclusive of any refundings thereof), (x) expiration of the TIF Exemption Period, (y) the expiration of the City TOT Exemption Period, (z) the expiration of the County TOT Exemption Period (the "**Development Agreement Term**"). Upon the expiration or termination of the Development Agreement Term, and except for those provisions herein that expressly survive termination, this Agreement shall be of no further force and effect. Notwithstanding anything herein or elsewhere to the contrary, the termination of this Agreement for whatever reason, whether by default or otherwise, shall not adversely affect the Restrictive Covenant or any pledge made by the City or the County under the other Project Documents to secure payment of the debt service charges on any series of Revenue Bonds.

(W) Estoppel. After written request from either the City, the County or Developer, within such period of time as may be reasonably needed in order to obtain all required governmental authorizations (in the case of the City or the County) and signatures, the City, the County or Developer shall execute and deliver to the requesting party (and to such other party as the requesting party may reasonably designate) an estoppel certificate: (i) certifying that this Agreement and the other Project Documents are unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (ii) stating, to the best of such party's knowledge, whether or not the requesting party is in default under this Agreement or the other Project Documents, and, if so, specifying the nature of such default, and (iii) covering such other matters pertaining to this Agreement and the other Project Documents as the requesting party may reasonably request.

14. 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) City Solicitor Legal Fee. Upon the closing of the Revenue Bonds, Developer shall pay or cause to be paid to the City a non-refundable legal services fee of $[_____] from the Revenue Bond proceeds as consideration for the resources expended by the City of Cincinnati Solicitor's Office to

advance and finance the Convention Center Hotel Project, and in addition to the fees of the City's outside legal counsel contemplated in Section 14(C).

(C) Outside Counsel. Developer shall pay any and all outside counsel fees incurred by the City related to the negotiations and issuance of the Revenue Bonds out of the proceeds of the Revenue Bonds, or in some other manner mutually acceptable to Developer and the City.

(D) 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 14(D) shall terminate and cease to be effective in the event all of the Revenue Bonds are defeased or redeemed and permanently cease to be payable in accordance with the provisions of this Agreement and the Revenue Bond Documents. The fees described in this Section 14(D) are not refundable once withheld by the City or otherwise paid.

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

Exhibit A - *Site Plan; Legal Description(s)*
Exhibit B - *Scope of Work, Budget, and Sources of Funds*
Exhibit C - *Form of Service Agreement*
Exhibit D-1 - *Form of City TOT Service Agreement*
Exhibit D-2 - *Form of County TOT Service Agreement*
Exhibit E – *Intentionally Omitted*
Exhibit F-1 - *Form of Promissory Note*
Exhibit F-2 - *Form of Pass Through Note*
Exhibit G - *Disbursement of City Cash Funds*
Exhibit H - *Final Revenue Projections*
Exhibit I - *State Grant Agreement*
Exhibit J-1 - *Form of Marriott Room Block Agreement*
Exhibit J-2 - *Form of Westin Room Block Agreement*
Exhibit K- *Form of Restrictive Covenant*
Exhibit L- *Additional Requirements* (incl. Addendum I - Prevailing Wage Determination)

SIGNATURES ON FOLLOWING PAGES

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

CINCINNATI CH (OH), LLC

By: _____
Name: _____
Title: _____
Date: _____

Authorized by resolution dated _____, 20____

CITY OF CINCINNATI

By: _____
Sheryl M.M. Long, City Manager

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

COUNTY OF HAMILTON, OHIO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form by the County Prosecutor

By: _____
Name: _____
Title: _____

FISCAL OFFICER'S CERTIFICATE

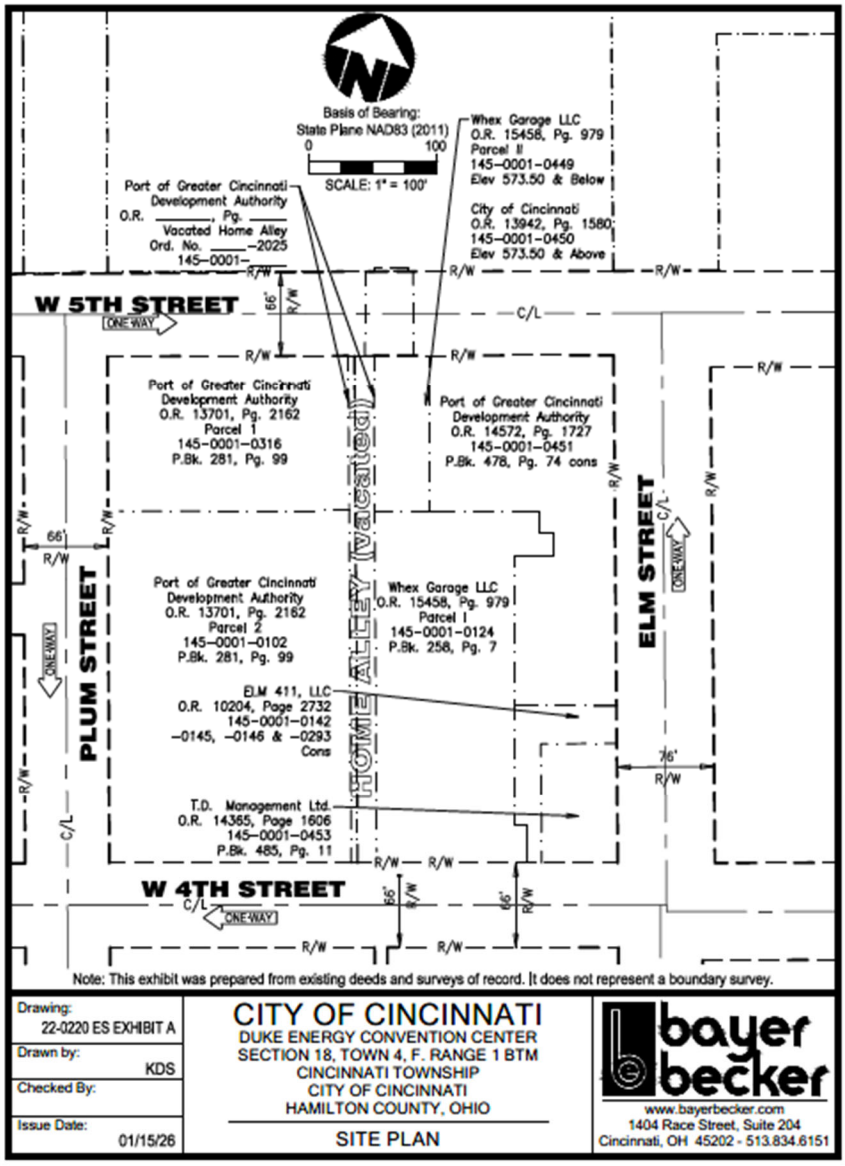
The undersigned, Treasurer of the County of Hamilton, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2026 under this instrument have been lawfully appropriated by the Board of Commissioners of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

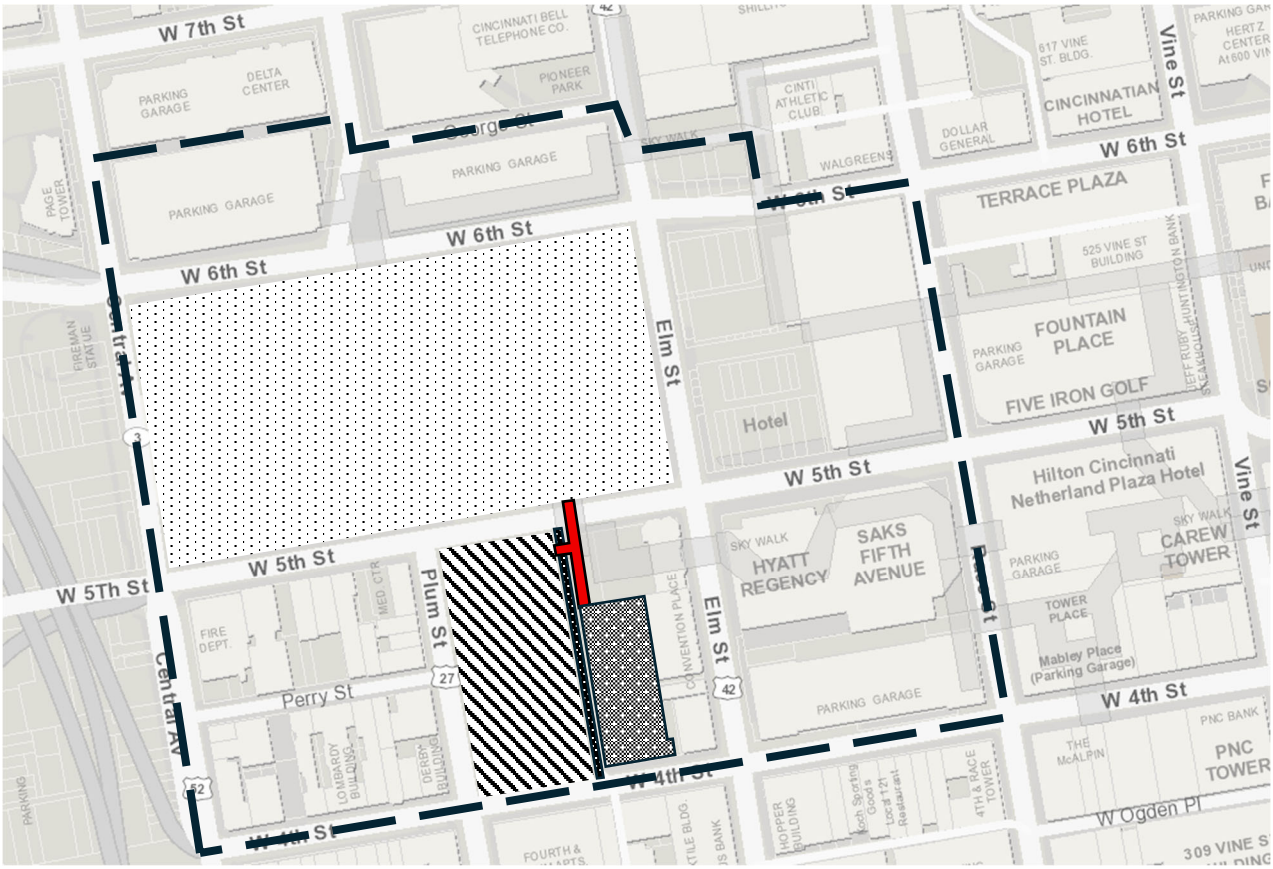
Dated: _____
Jill Schiller, County Treasurer

EXHIBIT A
to Development Agreement

SITE PLAN; LEGAL DESCRIPTION(S)

Site Plan





Convention Center Project Area

Home Alley

Convention Center

Property (Hotel Site)

Elevated Pedestrian Walkway

Whex Garage

Legal Description(s)

251 W. Fifth Street Legal Description:

145-1-316 ST MR

Parcel I: Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being all of In Lot 342 and a part of In Lot 341 by Israel Ludlow and Joel Williams as recorded in Deed Book E2, Pages 66 and 67 of the Hamilton County, Ohio Records and being more particularly described as follows: Beginning at the Southeast corner of Fifth Street (66 foot right of way) and Plum Street (66 foot right of way); thence North 81 degrees 05 minutes 30 seconds East, along the South line of Fifth Street, a distance of 188.58 feet to the Southwest corner of Fifth Street and Home Street (20 foot right of way); thence South 9 degrees 06 minutes 10 seconds East, along the West line of Home Street, a distance of 121.88 feet; thence South 81 degrees 05 minutes 30 seconds West, parallel with the South line of Fifth Street, a distance of 188.85 feet to a point in the East line of Plum Street; thence North 8 degrees 58 minutes 30 seconds West, along the East line of Plum Street, a distance of 121.88 feet to the Southeast corner of Fifth Street and Plum Street and the place of beginning. Containing 23,000 square feet or 0.528 acres, more or less and being part of the Perimeter Survey recorded in Plat Book 281, Page 99 of the Hamilton County, Ohio Plat Records.

The above description is based on an actual field survey made by Thomas J. Howard, Ohio Registered Surveyor No. S-005005 in October, 1989.

Parcel II: A revocable street privilege to encroach over the right-of-way of Home Street at West Fifth Street for the construction and installation of an overhead walkway pursuant to a certain City of Cincinnati municipal ordinance No. 335-1987, dated August 5, 1987.

240 W. Fourth Street Legal Description:

Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, being all of in Lots 339 and 340 and a part of in Lot 341 by Israel Ludlow and Joel Williams as recorded in Deed Book E2, Pages 66 and 67 of the Hamilton County, Ohio records and being more particularly described as follows:

Commencing at the Southeast corner of Fifth Street (66' Right of Way) and Plum Street (66' Right of Way); thence South 08° 58' 30" East, along the East line of Plum Street, a distance of 121.88 feet to the real place of beginning for the property herein described; thence North 81° 05' 30" East, parallel with the South line of Fifth Street, a distance of 188.85 feet to a point in the West line of Home Street (20' Right of Way); thence South 09"06' 10" East, along the West line of Home Street, a distance of 276.21 feet to the Northwest corner of Home Street and Fourth Street (66' Right of Way); thence South 81° 14' 20" West, along the North line of Fourth Street, a distance of 189.47 feet to the Northeast corner of Fourth Street and Plum Street: thence North 08° 58' 30" West, along the East line of Plum Street a distance of 275.72 feet to the Place of Beginning.

A portion of the above described parcel is registered land and is more particularly described as follows:

Tract A
Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, and being more particularly described as follows:

Commencing at the Northeast corner of Fourth and Plum Streets in said city and running thence

240 W. Fourth Street Legal Description Continued:

Northwardly along the East line of Plum Street, 90.00 feet to the real point of beginning for this description; thence continuing along said East line of Plum Street, 34.70 feet to a point which is the Northwest corner of a three story brick building; thence Eastwardly, along the North wall of said building and extending Eastwardly parallel to the North line of Fourth Street, 90.00 feet; thence Southwardly, parallel to the East line of Plum Street, 34.70 feet; and thence Westwardly, parallel to the North line of Fourth Street, 90.00 feet to the real place of beginning.

Tract B
Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township, and being more particularly described as follows:

Beginning at the Northeast corner of Fourth and Plum Streets in said city; thence Northwardly, along the East line of Plum Street, 90.00 feet; thence Eastwardly, parallel to the North line of Fourth Street, 24.00 feet; thence Southwardly, parallel to the East line of Plum Street, 90.00 feet to the North line of Fourth Street, and thence Westwardly, along the North line of Fourth Street, 24.00 feet to the place of beginning.

Tract C
Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township and being more particularly described as follows:

Commencing at the Northeast corner of Fourth and Plum Streets in said city and running thence Eastwardly, along the North line of Fourth Street, 24.00 feet to the real place of beginning for this description; thence Northwardly parallel to the East line of Plum Street, 90.00 feet; thence Eastwardly parallel to the North line of Fourth Street, 26.00 feet; thence Southwardly parallel to the East line of Plum Street, 90.00 feet to the North line of Fourth Street; and thence Westwardly, along the North line of Fourth Street, 26.00 feet to the real place of beginning.

Tract D
Situate in Section 18, Town 4, Fractional Range 1, Cincinnati Township and being more particularly described as follows:

Commencing at the Northeast corner of Fourth and Plum Streets in said City and running thence Eastwardly along the North line of Fourth Street, 50.00 feet to the real place of beginning for this description; thence Northwardly, parallel to the East line of Plum Street, 90.00 feet; thence Eastwardly, parallel to the North line of Fourth Street, 40.00 feet; thence Northwardly, parallel to the East line of Plum Street, 18.00 feet; thence Eastwardly, parallel to the North line of Fourth Street, 28.00 feet; thence Southwardly, parallel to the East line of Plum Street, 108.00 feet to the North line of Fourth Street; and thence Westwardly, along the North line of Fourth Street, 68.00 feet to the real place of beginning.

Together with:

Easement rights created by Easement Agreement between Greer Properties, Inc. and Corporex Properties, Inc. filed for record February 13, 1990 in Volume 5207, Page 639 of Hamilton County Records.

EXHIBIT B
to Development Agreement

SCOPE OF WORK, BUDGET, AND SOURCES OF FUNDS

Developer will construct or cause to be constructed a new convention center headquarters hotel at the Property, which will consist of approximately 660,534 gross square feet of area, comprised of approximately 700 guest rooms and suites, approximately 63,000 square feet of net interior meeting space, an approximately 17,000 square foot exterior event terrace, a ground floor restaurant, a lobby bar, a market outlet, an executive lounge, back of house facilities to support hotel operations, and other programming and amenities associated with a full-service hotel. The hotel is anticipated to be branded as a Marriott Hotel upon opening, and, therefore, will be constructed to "upper upscale" or higher quality standards consistent with achieving that hotel quality standard, as determined by Marriott and STR, Inc., a division of CoStar Group, Inc.

The hotel will also contain approximately 4,617 of leasable retail space on the ground floor along West Fourth Street, which Developer will deliver in a shell condition for lease with future tenants to lead the design and construction of their individual spaces within the third-party retail area.

Developer will also construct or cause to be constructed a new elevated pedestrian walkway connecting the existing adjacent Whex Garage and Convention Center to the hotel complex.

Developer will (1) construct new sidewalks and street improvements along adjacent public rights-of-way, including redesigning Plum Street between W. 3rd and W. 5th Streets to convert it into a two-way street, and (2) complete underground infrastructure and utility work and new streetscaping in former Home Alley. Developer shall complete or cause to be completed all such right-of-way and public utility work in accordance with applicable standards and requirements of the City's Department of Transportation and Engineering and the corresponding utilities.

By no later than the Completion Deadline, Developer shall satisfy one of the following alternative requirements for the benefit of the City, the County, and the Convention Center Hotel Project. First, Developer may obtain a CNS Closure. Alternatively, Developer may deliver a written report prepared and signed by Atlas Technical Consultants, acting through an Ohio Voluntary Action Program (VAP) Certified Professional in good standing, that concludes to a reasonable degree of professional certainty that: (a) environmental conditions at the Property meet applicable standards for a commercial exposure scenario as set forth in the Ohio Revised Code for the Ohio Voluntary Action Program, (b) environmental conditions quantified at the Property were managed during construction pursuant to a Soil Management Plan/Risk Mitigation Plan, protective of construction workers in connection with and during construction of the Convention Center Hotel; and (c) upon completion of the Convention Center Hotel Project, the Convention Center Hotel Project satisfies VAP-established risk thresholds as it relates to visitors, invitees, employees, licensees, or similarly situated occupants (a "**Certified Professional Closure Report**").

Any report submitted in satisfaction of the foregoing shall include the factual basis and data relied upon; identify and apply the relevant commercial standards under Ohio law; address reasonably foreseeable construction-phase exposure scenarios for construction workers and occupancy-phase exposure scenarios for visitors and invitees; and state any assumptions, data gaps, limitations, institutional controls, engineering controls, or activity and use limitations necessary to support the conclusions. The report shall be accompanied by a reliance letter in favor of the Parties and their lenders, equity investors, and successors and assigns in a form reasonably acceptable to them, permitting reliance on the report and its conclusions without privity of contract.

For clarity, delivery of a CNS shall conclusively satisfy Developer's obligations under this provision. Delivery of a conforming report shall likewise satisfy Developer's obligations under this provision, provided that Developer demonstrates it has implemented any measures identified in the report as necessary to meet the applicable commercial standards and to avoid material environmental risk to construction workers, visitors, or invitees during Convention Center Hotel Project construction.

EXHIBIT C
to Development Agreement

FORM OF SERVICE AGREEMENT

SEE ATTACHED

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

Contract No.: _____

SERVICE AGREEMENT

(Convention Center Hotel Project)

This Service Agreement (this "**Agreement**") is made and entered into as of the _____ day of _____, 2026 (the "**Effective Date**"), by and between the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), and **CINCINNATI CH (OH), LLC**, a Delaware limited liability company ("**Owner**").

Recitals:

A. Owner is the fee owner of the property located at 221 W. Fifth Street, Cincinnati, Ohio 45202 and 250 W. Fifth Street, Cincinnati, Ohio 45202, which property is described more fully in Exhibit A (*Legal Description*) hereto (collectively, the "**Property**").

B. As described in the *Development Agreement* among the City, the Board of County Commissioners of Hamilton County, Ohio, and Owner dated [____] (the "**Development Agreement**"), Owner intends to make or cause to be made certain improvements to the Property (as described in the Development Agreement, the "**Convention Center Hotel Project**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

C. The City believes that the Convention Center Hotel 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 Convention Center Hotel 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 of the Ohio Revised Code ("**ORC**").

E. Under the TIF Ordinance and in accordance with ORC Section 5709.41, et seq. and this Agreement, the increase in the assessed 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 ("**Statutory 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, as amended, approved an exemption of 100% of the assessed valuation of the Exempt Improvements for 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 Statutory Service Payments to (i) pay any fees retained by the Hamilton County Auditor with respect to the Statutory Service Payments, (ii) make the School Board Payments, (iii) cover certain fees to the City provided in the Development Agreement, (iv) to make payments to the Port of Greater Cincinnati Development Authority (the "**Port**") and/or the Senior Revenue Bonds Trustee in the amount necessary to pay principal, interest, and other amounts due with respect to the Revenue Bonds, and (v) with 75% of any excess after the payment of debt service on the Revenue Bonds to be applied to the outstanding balance of the Loan, provided that when the Revenue Bonds are no longer outstanding 100% of all Statutory Service Payments will be applied to the outstanding balance of the Loan, and once the Loan is no longer outstanding may be used by the City for any lawful purpose.

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, for itself and its successors-in-interest and assigns, and the City with respect to the Statutory 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 CONVENTION CENTER HOTEL PROJECT. Owner shall cause the Convention Center Hotel Project to be completed in accordance with the terms of the Development Agreement. Failure to use and operate the Convention Center Hotel Project in the manner contemplated by the Development Agreement shall not relieve Owner of its obligations to make Statutory Service Payments as required hereunder. Owner shall use, develop, maintain, operate, and redevelop the Convention Center Hotel Project in accordance with the Development Agreement throughout the Exemption Period (as defined below), and Owner shall comply with the terms of the Development Agreement in all material respects. During the Exemption Period, Owner shall not change the principal use of the Convention Center Hotel Project without the City's prior written consent.

2. OBLIGATION TO MAKE STATUTORY SERVICE PAYMENTS.

A. Declaration that Exempt Improvements are a Public Purpose. The City hereby confirms that, pursuant to ORC Section 5709.41, et seq. and the TIF Ordinance, the City declared that 100% of the increase in the assessed value of the Improvement (as defined in ORC Section 5709.41) to the Property, including the Convention Center Hotel Project (collectively, the "**Exempt Improvements**") constitutes a public purpose and is entitled to exemption from real property taxes for a period of 30 years for a period currently expected to commence in tax year 20__, subject to the terms of the TIF Ordinance (the "**Exemption Period**"). For the avoidance of doubt, the Exemption Period will not include any extension of the Exemption Period beyond the initial 30-year period authorized under the TIF Ordinance without the prior written consent of the Owner.

B. Commencement of Statutory Service Payments. Owner shall commence paying Statutory 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 an Improvement of at least $1,000,000.00 resulting from the redevelopment activities on the Property appear on the Hamilton County Auditor's tax duplicate. For example, if any Exempt Improvements first appear on the tax rolls on January 1, 2027, Owner's first semi-annual tax payment will

be for the tax bill for the First Half 2027, which will become due and payable to the County Treasurer on or about January 2028. Owner shall pay Statutory 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 Statutory Service Payments until such time as Owner has paid the final Service Payment applicable to the Exemption Period.

C. Amount of Statutory Service Payments. Each semi-annual Statutory 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 Statutory 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 Statutory Service Payment shall be adjusted accordingly. The Statutory 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 any Service Payment Date any Statutory 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 Statutory 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 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 Statutory Service Payments required to be paid in that year.

E. Late Payment. If any Service Payment, or any installment thereof, is not paid by the corresponding Service Payment Date, then, to the extent that Hamilton County does not impose a late fee or delinquency charge, 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, that would have been 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 that 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 any Statutory Service Payments may, among other things, result in delays in the City's ability to timely transfer required amounts to the Port or the Senior Revenue Bonds Trustee for payment of the Revenue Bond Obligations.

3. APPLICATION OF STATUTORY SERVICE PAYMENTS.

A. Payment Order in Which Statutory Service Payments are to be Applied. The Statutory Service Payments shall be used by the City to (i) first, to pay any fees charged by the Hamilton County Auditor or any other governmental entity, (ii) second, to make the School Board Payments, (iii) third, to pay the City's fees described in Section 14 of the Development Agreement, and (iv) fourth, to make payments to the Port or the Senior Revenue Bonds Trustee in the amount necessary to pay principal, interest, and other amounts due with respect to the Revenue Bonds, with 75% of any excess after the payment of debt service on the Revenue Bonds to be applied to the outstanding balance of the Loan, provided that when the Revenue Bonds are no longer outstanding 100% of all Statutory Service Payments will be applied to the outstanding balance of the Loan, and once the Loan is no longer outstanding may be used by the City for any lawful purpose.

4. PAYMENT OBLIGATIONS TO HAVE LIEN PRIORITY. To the extent permitted by law, the Statutory 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, for itself and any future owner(s) of the Property, hereby agrees that the obligation to make Statutory 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 hereby agrees not to contest the lien, rights or priority of the Statutory Service Payments with respect to the Exempt Improvements or 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 Convention Center Hotel Project or the Property, and failure to do so shall constitute a default under this Agreement. Owner shall provide a recorded copy of this Agreement to the City within 5 business days after recording. All instruments of conveyance of the Convention Center Hotel Project or the Property or Owner's ownership of the same (or portions thereof) to subsequent mortgagees, successors, assigns or transferees shall be subject to this Agreement, and Owner shall cause all instruments of conveyance of interests in all or any portion of the Property to subsequent mortgagees, successors, assigns, or other transferees to be made expressly subject to this Agreement.

B. Covenants Running with the Land. Owner agrees that the obligation to perform and observe the agreements on Owner's part contained herein shall be covenants running with the land and, in any event and without regard to technical classification or designation, legal or otherwise, shall be binding and enforceable by the City and against Owner and its successors-in-interest and transferees as owners from time to time of the fee simple interest in the Property, without regard to whether the City has at any time been, remains or is an owner of any land or interest therein to, or in favor of, which these covenants relate.

C. Obligations are Absolute and Unconditional. The obligation of Owner to make Statutory Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Convention Center Hotel 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 of Ohio or any political subdivision thereof. The obligation to make Statutory Service Payments shall survive the termination of this Agreement to the extent this Agreement terminates prior to the payment in full of all Statutory Service Payments with respect to the Convention Center Hotel Project.

6. PAYMENT OF TAXES; CONTESTS.

A. Payment of Taxes. With respect to real property taxes that are not exempted under the TIF Ordinance and this Agreement, Owner shall pay or cause to be paid, as the same become due (but subject to the five business 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). 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. [PROVISION TO BE FINALIZED IN CONJUNCTION WITH BOND FINANCING – For the duration of this Agreement, Owner (including, without limitation, any successors and assigns of Owner, as applicable), shall not contest the amount or validity of any such taxes, assessments or other charges, including contesting the real estate valuation of the Property and Exempt Improvements.]

7. TAX EXEMPTION. Owner, (including, without limitation, any successors and assigns of Owner, as applicable), shall not, without the prior written consent of the City, which may be withheld in the City's reasonable discretion, seek any other real property tax exemption for the Property, or any portion thereof, other than the exemption provided hereunder and pursuant to the TIF Ordinance during the Exemption Period. Owner agrees (on its own behalf and, for the avoidance of doubt, on behalf of its successors and assigns) that the ownership of the Property by a non-profit entity or port authority that would otherwise be exempt from real property taxes shall in no way derogate or limit the obligation to pay Statutory Service Payments hereunder. Notwithstanding the foregoing, this Section shall cease to apply once the Revenue Bonds and the Loan are no longer outstanding, as certified by the Senior Revenue Bonds Trustee, in consultation with the City Finance Department.

8. INSURANCE COVERAGE AND PROCEEDS.

A. Coverage. Owner shall provide and maintain, or cause to be provided and maintained, special form (formerly known as "all risk") full replacement cost property insurance on the Exempt Improvements on the Property or any replacements or substitutions therefor (to the extent the same are owned by Owner, or by the Port and leased by Owner) from an insurer that is financially responsible, of recognized standing, and authorized to write insurance in the State. Such insurance policy shall be in such form and with such provisions as are generally considered reasonable and appropriate for the type of insurance involved and shall prohibit cancellation or modification by the insurer without at least 30 days prior written notice to the City and Owner.

B. Proceeds. Upon request, Owner shall furnish to the City such evidence or confirmation of the insurance required under this Section. Owner shall give notice to the City of any final settlement or compromise in connection with any claims for the collection of insurance proceeds in excess of $500,000 within 15 days of such final settlement or compromise. In the event of any damage to, or destruction of, all or any of the Exempt Improvements on the Property, the proceeds of such insurance (the "**Property Insurance Proceeds**") shall be applied (i) first, to repair, rebuild, restore, or replace the property damaged, or destroyed to the same (or better) condition as existed immediately prior to the damage or destruction (provided, that if there then exists any financing provided to the Owner by third-party (non-affiliate) mortgage lenders with respect to the Property ("**Owner Mortgage Financing**"), such work may be undertaken in accordance with the provisions of such Owner Mortgage Financing at the election of such lenders), (ii) second, pursuant to any other provisions of any Owner Mortgage Financing, and (iii) third, the remainder to the Owner. In the event that the Exempt Improvements on the Property are deemed irreparable by the Owner, in consultation with the City and any lenders of Owner Mortgage Financing, the Property Insurance Proceeds will be applied (i) first, pursuant to the term of any Owner Mortgage Financing, and (ii) second, to the redemption of the Revenue Bond Obligations, and (iii) third, the remainder to the Owner.

9. Condemnation Proceeds. In the event any portion of the Property or the Exempt Improvements shall be taken as a result of the exercise of the power of eminent domain by any governmental entity or other person, association, or corporation possessing the right to exercise the power of eminent domain, the proceeds of such eminent domain award received by Owner shall be used for the same purposes specified with respect to insurance proceeds in Section 8(B) above.

10. 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 Development Agreement. 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.

11. COVENANTS AND REPRESENTATIONS. Owner represents that it is a duly organized and existing Ohio entity as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. Owner covenants that it will remain in existence and so qualified as long as it is required to make Statutory Service Payments hereunder.

12. EXEMPTION APPLICATION. Owner or its representatives (as applicable) shall prepare, execute and (following the City's prior receipt of copies for review and approval in the City's sole and absolute 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 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 Statutory Service Payments throughout the Exemption Period; *provided, however* that such Statutory 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 that are secured by the City to be repaid, in whole or in part, by the Statutory Service Payments (or such portion of the Statutory Service Payments as the City may be entitled to pledge as collateral or utilize for repayment of debt under the terms of this Agreement).

13. DEFAULTS AND REMEDIES. If Owner fails to make any Service Payment when due (but subject to the 10 business day Cure Period for City Payment Defaults described in the Development Agreement) (time being of the essence), or if Owner fails to observe or perform any other obligation hereunder and such other non-payment failure continues for more than 90 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, (a) foreclosing the lien created hereby, and (b) terminating Owner's rights under this Agreement without modifying or abrogating Owner's obligation to make Statutory Service Payments; *provided, however*, that if the nature of the default (other than a City 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 90 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.

14. 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 (including, without limitation, the obligation to continue to make Statutory Service Payments), shall expire on the day following the date of payment of the final Service Payment applicable to the Exemption Period, unless terminated earlier in accordance with the terms of this Agreement. 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.

15. RESERVED.

16. GENERAL PROVISIONS.

A. Counterparts and Electronic Signatures. 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. This Agreement may be executed and delivered by electronic signature.

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 and other Project Documents, 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. Exhibits. 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.

CINCINNATI CH (OH), LLC,
a Delaware limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

CITY OF CINCINNATI

By: _____
Sheryl M. M. Long, City Manager

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

NOTARY BLOCKS ON FOLLOWING PAGE

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, the _____ on behalf of CINCINNATI CH (OH), LLC, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, _____ of the CITY OF CINCINNATI, an Ohio municipal corporation, on behalf of the corporation.

_____
Notary Public
My commission expires: _____

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street, Room 214
Cincinnati, OH 45202

EXHIBIT A
TO
SERVICE AGREEMENT

LEGAL DESCRIPTION

[TO BE ATTACHED]

EXHIBIT D-1
to Development Agreement

FORM OF CITY TOT SERVICE AGREEMENT

SEE ATTACHED

Contract No.: _____

CITY TRANSIENT OCCUPANCY TAX SERVICE AGREEMENT

(Convention Center Hotel Project)

This City Transient Occupancy Tax Service Agreement (this "**Agreement**") is made and entered into as of the _____ day of _____, 2026 (the "**Effective Date**"), by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**"), **CINCINNATI CH (OH), LLC**, a Delaware limited liability company ("**Owner**") and **[QUALIFYING VENDOR]**, a _____ ("**Qualifying Vendor**").

Recitals:

J. Owner has designated Qualifying Vendor as the entity responsible for the operation and management of the convention center hotel improvements (the "**Convention Center Hotel Project**") constructed upon the property located at 221 W. Fifth Street, Cincinnati, Ohio 45202 and 250 W. Fifth Street, Cincinnati, Ohio 45202, pursuant to that certain *Development Agreement* by and among the City, the Board of Commissioners of Hamilton County, Ohio, and Owner dated [____] (the "**Development Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

B. The City has determined that the Convention Center Hotel 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.

C. In furtherance of the public purposes and to facilitate the Convention Center Hotel Project, and as authorized by Ordinance No. [____], passed by Cincinnati City Council on [____] (the "**TOT Exemption Ordinance**"), the City has designated the Convention Center Hotel Project as a convention center headquarters hotel under Section 5739.093 of the Ohio Revised Code ("**ORC**") and exempted the Convention Center Hotel Project from the payment of (i) the City's 1.50% transient occupancy tax established by the City pursuant to ORC Section 5739.08(A); (ii) the City's 1.50% transient occupancy tax established by the City pursuant to ORC Section 5739.08(A); and (iii) the City's 1.00% transient occupancy tax established by the City pursuant to ORC Section 5739.08(B)(2) (together, the "**City Qualifying Lodging Taxes**") commencing on the first day of the first month following the date on which Qualifying Vendor begins collecting City Qualifying Lodging Taxes from hotel guests and continuing thereafter for a period of 30 years (the "**City TOT Exemption Period**").

D. Pursuant to the TOT Exemption Ordinance, the City has required Owner to cause Qualifying Vendor to make monthly payments in an amount equal to the amount of City Qualifying Lodging Taxes that would have been due had an exemption not been granted ("**City TOT Service Payments**").

E. Pursuant to ORC Section 5739.093(D)(2) and the TOT Exemption Ordinance, the City has further determined to (i) collect the City TOT Service Payments and then remit them to either the Port of Greater Cincinnati Development Authority (the "**Port Authority**") or the Senior Revenue Bonds Trustee and/or (ii) appoint the Port Authority or the Senior Revenue Bonds Trustee as its agent for the collection and enforcement of the City TOT Service Payments, all in accordance with the bond documents securing the Revenue Bond Obligations; and further, the City has assigned and pledged the City TOT Service Payments to either the Port Authority or the Senior Revenue Bonds Trustee to facilitate the payment of the Revenue Bond Obligations.

F. The parties have further determined that once the Revenue Bonds are no longer outstanding, to apply the City TOT Service Payments to repay the outstanding balance of the Loan until such time as the Loan is no longer outstanding.

H. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated under ORC Section 5739.093 and shall define the respective

rights and obligations of Owner, Qualifying Vendor, and the City with respect to the City TOT Service Payments.

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

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

1. COMPLETION OF CONVENTION CENTER HOTEL PROJECT. Owner shall cause the Convention Center Hotel Project to be completed in accordance with the terms of the Development Agreement and has engaged Qualifying Vendor to, among other things, collect and remit the City TOT Service Payments to (a) the City and/or (b) the Senior Revenue Bond Trustee, all in accordance with the bond documents securing the Revenue Bond Obligations. Failure to use and operate the Convention Center Hotel Project in the manner contemplated by the Development Agreement shall not relieve Owner and Qualifying Vendor of their obligations to collect and remit the City TOT Service Payments as required hereunder. Owner shall use, develop, maintain, operate, and redevelop the Convention Center Hotel Project in accordance with the Development Agreement throughout the City TOT Exemption Period, and Owner shall comply with the terms of the Development Agreement in all respects. During the City TOT Exemption Period, Owner shall not change the principal use of the Convention Center Hotel Project without the City's prior written consent.

2. OBLIGATION TO MAKE CITY TOT SERVICE PAYMENTS.

A. Declaration that Convention Center Hotel Project is a Public Purpose. The City hereby confirms that, pursuant to ORC Section 5739.093, et seq. and the TOT Exemption Ordinance, the City declared that the Convention Center Hotel Project is a convention center headquarters hotel (as defined in ORC Section 5739.093) and constitutes a public purpose entitled to exemption from City Qualifying Lodging Taxes for the duration of the City TOT Exemption Period. For the avoidance of doubt, the City TOT Exemption Period will not include any extension of the City TOT Exemption Period beyond the initial 30 year period authorized under the TOT Exemption Ordinance without the prior written consent of the Owner.

B. Commencement of City TOT Service Payments. Owner shall cause Qualifying Vendor to commence paying City TOT Service Payments no later than on or before 30 days after the end of the first month in which Qualifying Vendor collects payments in lieu of City Qualifying Lodging Taxes. Owner shall cause Qualifying Vendor to pay City TOT Service Payments in monthly installments on the date that the City Qualifying Lodging Taxes would be due had an exemption not been granted (each date for payment is referred to herein as a "**City TOT Service Payment Date**"). Owner shall continue to cause Qualifying Vendor to make City TOT Service Payments until such time as Qualifying Vendor has paid the final City TOT Service Payment applicable to the City TOT Exemption Period.

C. Amount of City TOT Service Payments. While the Revenue Bonds are outstanding, each monthly City TOT Service Payment shall be paid by the City directly to the Port Authority or the Senior Revenue Bonds Trustee in an amount equal to the amount that would have been payable during that same period as City Qualifying Lodging Taxes with respect to the Convention Center Hotel Project had an exemption not been granted. After the Revenue Bonds are no longer outstanding, the monthly City TOT Service Payments shall be paid to the Treasurer of the City of Cincinnati in the same manner as City Qualifying Lodging Taxes in an amount equal to the amount that would have been payable in that same period as City Qualifying Lodging Taxes with respect to the Convention Center Hotel Project had an exemption not been granted.

D. Late Payment. If any City TOT Service Payment is not paid by the corresponding City TOT Service Payment Date, then Owner shall pay to the City, as a late payment charge, the amount of the charges for late payment of City Qualifying Lodging Taxes, including penalty and interest, that would have been payable pursuant to Cincinnati Municipal Code Section 312-13 on the delinquent amount. In addition, if Owner fails to make any City TOT Service Payment required hereunder, Owner shall pay, in addition to the City TOT Service Payment that Owner was required to pay and any late payment charges (or penalties

and interest) 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 City TOT Service Payment obligations against Owner or Qualifying Vendor. Owner acknowledges that delays in the making of any City TOT Service Payments may, among other things, result in delays in the City's ability to timely transfer required amounts to the Port Authority or the Senior Revenue Bonds Trustee for payment of the Revenue Bond Obligations.

3. APPLICATION OF CITY TOT SERVICE PAYMENTS. The City has assigned and pledged the City TOT Service Payments to be received from Owner and Qualifying Vendor to the Port Authority and/or the Senior Revenue Bonds Trustee to facilitate the payment of the Revenue Bond Obligations, with 75% of any excess after the payment of debt service on the Revenue Bonds to be applied to the outstanding balance of the Loan, provided that when the Revenue Bonds are no longer outstanding 100% of all City TOT Service Payments will be applied to the outstanding balance of the Loan, and once the Loan is no longer outstanding may be used by the City for any lawful purpose.

4. CITY TOT SERVICE PAYMENTS NOT PAID ARE DEBT OWED TO THE CITY. To the extent permitted by law, the City Qualifying Lodging Taxes collected and not paid to the City as City TOT Service Payments shall be deemed a debt owed by Owner and Qualifying Vendor to the City and Owner and Qualifying Vendor shall be liable to an action brought in the name of the City for the recovery of such amounts.

5. OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL. The obligation of Owner and Qualifying Vendor to make City TOT Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Convention Center Hotel Project as contemplated under the Development Agreement; any acts or circumstances that may constitute failure of consideration; 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 of Ohio or any political subdivision thereof.

6 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.

7. COVENANTS AND REPRESENTATIONS. Owner and Qualifying Vendor each represent for themselves that it is a duly organized and existing [Delaware] entity as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. Owner covenants that it will remain in existence and so qualified as long as it is required to make City TOT Service Payments hereunder.

8. DEFAULTS AND REMEDIES. If Qualifying Vendor fails to make any City TOT Service Payment by the corresponding City TOT Service Payment Date (but subject to the 10 business day Cure Period for City Payment Defaults described in the Development Agreement (time being of the essence)), or if Owner or Qualifying Vendor fail to observe or perform any other obligation hereunder and such other non-monetary payment failure continues for more than 90 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, terminating Owner's rights under this Agreement without modifying or abrogating Owner's obligation to make City TOT Service Payments; *provided, however*, that if the nature of the default (other than a City 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 180 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.

9. 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 (including, without limitation, the obligation to continue to make City TOT Service Payments), shall expire on the day following the date of payment of the final City TOT Service Payment applicable to the City TOT 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.

10. GENERAL PROVISIONS.

A. Counterparts and Electronic Signatures. 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. This Agreement may be executed and delivered by electronic signature.

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 and other Project Documents, 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. Replacement Qualifying Vendor. In accordance with Section 6(A) of the Development Agreement, the Owner may, from time to time, designate a replacement Qualifying Vendor (each a "**Replacement Vendor**"). Upon the appointment of such Replacement Vendor, the obligations of the Qualifying Vendor shall be assumed by the Replacement Vendor.

SIGNATURES ON FOLLOWING PAGE

This City Transient Occupancy Tax Service Agreement is executed by the City, Owner, and Qualifying Vendor by their duly-authorized officers or representatives as of the Effective Date.

[Qualifying Vendor]
a[n] _____

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

CITY OF CINCINNATI

By: _____
Sheryl M. M. Long, City Manager

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

EXHIBIT D-2
to Development Agreement

FORM OF COUNTY TOT SERVICE AGREEMENT

SEE ATTACHED

COUNTY TRANSIENT OCCUPANCY TAX SERVICE AGREEMENT

(Convention Center Hotel Project)

This County Transient Occupancy Tax Service Agreement (this "**Agreement**") is made and entered into as of the _____ day of _____, 2025 (the "**Effective Date**"), by and among the **BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO**, an Ohio political subdivision, 138 E. Court Street, Room 603, Cincinnati, Ohio 45202 (the "**County**"), **CINCINNATI CH (OH), LLC**, a Delaware limited liability company ("**Owner**"), and [***QUALIFYING VENDOR***], _____ ("**Qualifying Vendor**").

Recitals:

A. Owner has designated Qualifying Vendor as the entity responsible for the operation and management of the convention center hotel improvements (the "**Convention Center Hotel Project**") constructed upon the property located at 221 W. Fifth Street, Cincinnati, Ohio 45202 and 250 W. Fifth Street, Cincinnati, Ohio 45202 pursuant to that certain *Development Agreement* by and among the County, the City of Cincinnati, Ohio, and Owner dated [____] (the "**Development Agreement**"). Capitalized terms used, but not defined, herein shall have the meanings ascribed thereto in the Development Agreement.

B. The County has determined that the Convention Center Hotel Project is in the vital and best interests of the County 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.

C. In furtherance of the public purposes and to facilitate the Convention Center Hotel Project, and as authorized by Resolution No. [____], adopted by County Board of Commissioners on [____] (the "**TOT Exemption Resolution**"), the County has designated the Convention Center Hotel Project as a "convention center headquarters hotel" under Section 5739.093 of the Ohio Revised Code ("**ORC**") and exempted the Convention Center Hotel Project from the payment of the (i) the County's 3.50% transient occupancy tax established by the County pursuant to ORC Sections 5739.093(D) and 5739.093(X)(4); (ii) the County's 3.00% transient occupancy tax established by the County pursuant to ORC Section 5739.09(A)(1); and (iii) the County's 1.00% transient occupancy tax established by the County pursuant to ORC Section 5739.09(X) (collectively, the "**County Qualifying Lodging Taxes**") commencing on the first day of the first month following the date on which Qualifying Vendor begins collecting County Qualifying Lodging Taxes from hotel guests and continuing thereafter for a period of 30 years (the "**County TOT Exemption Period**").

D. Pursuant to the TOT Exemption Resolution, the County has required Owner to cause Qualifying Vendor to make monthly payments in an amount equal to the amount of County Qualifying Lodging Taxes that would have been due had an exemption not been granted ("**County TOT Service Payments**").

E. Pursuant to ORC Section 5739.093(D)(2) and the TOT Exemption Resolution, the County has further determined to (i) collect the County TOT Service Payments and then remit them to either the Port of Greater Cincinnati Development Authority (the "**Port Authority**") or the Senior Revenue Bonds Trustee and/or (ii) appoint the Port Authority or the Senior Revenue Bonds Trustee as its agent for the collection and enforcement of the County TOT Service Payments all in accordance with the bond documents securing the Revenue Bond Obligations and the Loan; and further, the County has assigned and pledged the County TOT Service Payments to either the Port Authority or the Senior Revenue Bonds Trustee to facilitate the payment of the Revenue Bond Obligations and the Loan.

F. The parties have further determined that once the Revenue Bonds are no longer outstanding, to make a portion of the County TOT Service Payments available to the City to repay the outstanding balance of the Loan until such time as the Loan is no longer outstanding in accordance with the provisions of the Development Agreement.

G. The parties intend that this Agreement, as amended and supplemented from time to time, shall constitute the agreement contemplated under ORC Section 5739.093 and shall define the respective

rights and obligations of Owner, Qualifying Vendor, and the County with respect to the County TOT Service Payments.

H. Execution of this Agreement has been authorized by the Board of County Commissioners by the TOT Exemption Resolution.

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

1. COMPLETION OF CONVENTION CENTER HOTEL PROJECT. Owner shall cause the Convention Center Hotel Project to be completed in accordance with the terms of the Development Agreement and has engaged Qualifying Vendor to, among other things, collect and remit the County TOT Service Payments to (i) the County and/or (ii) the Senior Revenue Bonds Trustee, all in accordance with the bond documents securing the Revenue Bond Obligations and the Loan, as well as in accordance with the Development Agreement. Failure to use and operate the Convention Center Hotel Project in the manner contemplated by the Development Agreement shall not relieve the Owner and Qualifying Vendor of their obligations to collect and remit the County TOT Service Payments as required hereunder. Owner shall use, develop, maintain, operate, and redevelop the Convention Center Hotel Project in accordance with the Development Agreement throughout the County TOT Exemption Period, and Owner shall comply with the terms of the Development Agreement in all respects. During the County TOT Exemption Period, Owner shall not change the principal use of the Convention Center Hotel Project without the County's prior written consent.

2. OBLIGATION TO MAKE COUNTY TOT SERVICE PAYMENTS.

A. Declaration that Convention Center Hotel Project is a Public Purpose. The County hereby confirms that, pursuant to ORC Section 5739.093, et. seq. and the TOT Exemption Resolution, the County declared that the Convention Center Hotel Project is a convention center headquarters hotel (as defined in ORC Section 5739.093) and constitutes a public purpose entitled to exemption from County Qualifying Lodging Taxes for the duration of the County TOT Exemption Period. For the avoidance of doubt, the County TOT Exemption Period will not include any extension of the County TOT Exemption Period beyond the initial 30 year period authorized under the TOT Exemption Resolution without the prior written consent of the Owner.

B. Commencement of County TOT Service Payments. Owner shall cause Qualifying Vendor to commence paying County TOT Service Payments no later than on or before 30 days after the end of the first month in which Qualifying Vendor collects payments in lieu of County Qualifying Lodging Taxes. Owner shall cause Qualifying Vendor to pay County TOT Service Payments in monthly installments on the date that the County Qualifying Lodging Taxes would be due had an exemption not been granted (each date for payment is referred to herein as a "**County TOT Service Payment Date**"). Owner shall continue to cause Qualifying Vendor to make County TOT Service Payments until such time as Qualifying Vendor has paid the final County TOT Service Payment applicable to the County TOT Exemption Period.

C. Amount of County TOT Service Payments. While the Revenue Bonds are outstanding, each monthly County TOT Service Payment shall be paid directly by the County to the Port Authority or the Senior Revenue Bonds Trustee in an amount equal to the amount of County Qualifying Lodging Taxes that would have been payable during that same period with respect to the Convention Center Hotel Project had an exemption not been granted. After the Revenue Bonds are no longer outstanding, the Qualifying Vendor shall remit a portion of the County TOT Service Payments to the County for further distribution to the City to repay outstanding amounts due under the Loan in accordance with the provisions of the Development Agreement.

D. Late Payment. If any County TOT Service Payment is not paid by the corresponding County TOT Service Payment Date, then Owner shall pay to the County, as a late payment charge, the amount of the charges for late payment of County Exempt Qualifying Lodging Taxes, including penalty and interest, that would have been payable pursuant to Hamilton County Hotel Lodging Excise Tax Code of Regulations, dated December 1, 2023, as amended, supplemented and/or restated, on the delinquent

amount. In addition, if Owner fails to make any County TOT Service Payment required hereunder, Owner shall pay, in addition to the County TOT Service Payment that Owner was required to pay and any late payment charges (or penalties and interest) as stated above, such amount as is required to reimburse the County for all costs and other amounts (including, without limitation, attorneys' fees) paid or incurred by the County to enforce the County TOT Service Payment obligations against Owner or Qualifying Vendor. Owner acknowledges that delays in the making of any County TOT Service Payments may, among other things, result in delays in the County's ability to timely transfer required amounts to the Port Authority or the Senior Revenue Bonds Trustee for payment of the Revenue Bond Obligations.

3. APPLICATION OF COUNTY TOT SERVICE PAYMENTS. The County has assigned and pledged the County TOT Service Payments to be received from Owner and Qualifying Vendor to the Port Authority and/or the Senior Revenue Bonds Trustee to facilitate the payment of the Revenue Bond Obligations. In the event the Revenue Bonds are no longer outstanding prior to the expiration of the County TOT Exemption Period, [then the County has further agreed under the Development Agreement to transfer a portion of the County TOT Service Payments to the City for the repayment of the Loan in accordance with the terms of the Development Agreement. purpose.

4. COUNTY TOT SERVICE PAYMENTS NOT PAID ARE DEBT OWED TO THE COUNTY. To the extent permitted by law, the County Qualifying Lodging Taxes collected and not paid to the County as County TOT Service Payments shall be deemed a debt owed by Owner and Qualifying Vendor to the County and Owner and Qualifying Vendor shall be liable to an action brought in the name of the County for the recovery of such amounts.

5. OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL. The obligation of Owner and Qualifying Vendor to make County TOT Service Payments under this Agreement will not be terminated for any cause including, without limitation, failure to commence or complete the Convention Center Hotel Project as contemplated under the Development Agreement; any acts or circumstances that may constitute failure of consideration, 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 of Ohio or any political subdivision thereof.

6. 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 County at 138 E. Court Street, Room 603, Cincinnati, OH 45202, Attention: President of the Board of County Commissioners, with a copy to Hamilton County Administrator, 138 E. Court Street, Room 603, Cincinnati, OH 45202; and to Owner at its address set forth in the introductory paragraph hereof. If Owner sends a notice to the County alleging that the County is in default under this Agreement, Owner shall simultaneously send a copy of such notice by U.S. certified mail to: [_____]. The County 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.

7. COVENANTS AND REPRESENTATIONS. Owner and Qualifying Vendor each represent for themselves that it is a duly organized and existing [Delaware] limited liability company as identified in the introductory paragraph of this Agreement, that it is in good standing under the laws of the State of Ohio, and that it is qualified to do business in the State of Ohio. Owner covenants that it will remain in existence and so qualified as long as it is required to make County TOT Service Payments hereunder.

8. DEFAULTS AND REMEDIES. If Qualifying Vendor fails to make any County TOT Service Payment by the corresponding County TOT Service Payment Date (but subject to the 10 business day Cure Period for County Payment Defaults described in the Development Agreement (time being of the essence)),or if Owner or Qualifying Vendor fail to observe or perform any other obligation hereunder and such other non-monetary payment failure continues for more than 90 days after the County notifies Owner in writing thereof, the County 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, terminating Owner's rights under this Agreement without modifying or abrogating Owner's obligation to make County TOT Service Payments; *provided, however*, that if the nature of the default (other than a County 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 180 days after Owner's receipt of the County's initial notice of default. Owner shall pay to the County upon demand an amount equal to all costs and damages suffered or incurred by the County in connection with such default, including, without limitation, attorneys' fees. Waiver by the County 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.

9. 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 (including, without limitation, the obligation to continue to make County TOT Service Payments), shall expire on the day following the date of payment of the final County TOT Service Payment applicable to the County TOT Exemption Period. This Agreement shall survive any foreclosures, bankruptcy, or lien enforcement proceedings. Upon such expiration, the County shall deliver to Owner such documents and instruments as Owner may reasonably request to evidence such expiration.

10. GENERAL PROVISIONS.

A. Counterparts and Electronic Signatures. 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. This Agreement may be executed and delivered by electronic signature.

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 County of Hamilton, Ohio, and shall be interpreted and enforced in accordance with the laws of this State and County without regard to the principles of conflicts of laws. All unresolved claims and other matters in question between the County 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 County 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 and other Project Documents, 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.

SIGNATURES ON FOLLOWING PAGE

This County Transient Occupancy Tax Service Agreement is executed by the County, Owner, and Qualifying Vendor by their duly-authorized officers or representatives as of the Effective Date.

CINCINNATI CH (OH), LLC,
A Delaware limited liability company

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

[QUALIFYING VENDOR]
_____

By: _____

Printed name: _____

Title: _____

Date: _____, 2026

COUNTY OF HAMILTON, OHIO

By: _____
Name: _____
Title: _____
Date: _____

Approved as to form by the County Prosecutor
By: _____
Name: _____
Title: _____

R.C. 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned County Auditor of Hamilton County, Ohio (the "***County***"), hereby certifies in connection with the County Transient Occupancy Tax Service Agreement entered into between the County, Cincinnati CH (OH), LLC, and [_____], dated as of [_____] [__], 2026, that the amount required to meet the contract, obligation, or expenditure for the attached during Fiscal Year 2026, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Ohio Revised Code.

IN WITNESS WHEREOF, I have hereunto set my hand this [__] day of [_____], 2026.

HAMILTON COUNTY, OHIO

By: _____
County Auditor

Dated: [_____] [__], 2026

EXHIBIT E
to Development Agreement

Intentionally Omitted.

EXHIBIT F-1
to Development Agreement

FORM OF PROMISSORY NOTE

SEE ATTACHED

PROMISSORY NOTE

$50,000,000.00 Cincinnati, Ohio
_____, 2026

FOR VALUE RECEIVED, the undersigned, [**CINCINNATI CH (OH), LLC**, a Delaware limited liability company, the address of which is 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303] ("**Borrower**"), hereby promises to pay to the order of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Promissory Note (this "**Note**") is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "**City**"), the principal sum of Fifty Million Dollars ($50,000,000.00), or so much thereof as is disbursed by the City to Borrower under that certain *Development Agreement* by and between Borrower and the City, dated _____, 2026 (the "**Agreement**"), together with interest thereon and upon the following terms and conditions (the "**Loan**"). The date on which the City disburses the Loan proceeds or any portion thereof to Borrower pursuant to the terms of the Agreement is referred to herein as the "**Loan Disbursement Date**." Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

Pursuant to the terms of the Agreement, Borrower is required to develop and construct a convention center hotel, and thereafter operate such hotel in compliance with certain operating standards, all as more particularly described in the Agreement.

1. **Terms.** The terms of the Loan are as follows:

(a) Amount: The principal and amount of the Loan evidenced by this Note is Fifty Million Dollars ($50,000,000.00).

(b) Term: The term of the Loan (the "**Term**") shall be 30 years, beginning on the Loan Disbursement Date, and ending on the 30-year anniversary thereof (the "**Maturity Date**").

(c) Interest Rate: 3.00% per annum.

(d) Payments:

(i) Deferment. Borrower shall not be required to make payments under this Note during the period between the Loan Disbursement Date and Construction Completion (collectively, the "**Deferment Period**").

(ii) Payments. Provided Developer is not in default hereunder or under the Agreement beyond any applicable notice and cure period, then commencing on the first day after the expiration of the Deferment Period and continuing through the Maturity Date, payments under this Note shall be made as follows:

(A) *Excess Pledged Revenues*. As more particularly described in the Agreement, any amounts received by the City from Excess Pledged Revenues shall be credited against the Loan, so as to correspondingly reduce the overall outstanding balance thereof.

(B) *Construction Period Savings*. After Project Closeout, any amounts received by the City from Construction Savings shall be credited against the Loan, so as to correspondingly reduce the overall outstanding balance thereof.

(C) *Incentive Recoupment Payment*. As more particularly described in the Agreement, any amounts received by the City in the form of an Incentive Recoupment Payment shall be credited against the Loan, so as to correspondingly reduce the overall outstanding balance thereof.

(D) *Balloon Payment*. If the Loan is not fully forgiven as described in paragraph (iii) below prior to the Maturity Date, then Borrower shall pay a balloon payment equal to all unpaid and unforgiven principal and other charges outstanding on the Loan on the Maturity Date.

(iii) Forgiveness. On the Maturity Date, provided that Borrower is not in default of its obligations under this Note, the Agreement, or any of the other Project Documents, the City shall forgive all outstanding principal and interest on the Loan.

(e) Prepayment: Notwithstanding anything to the contrary contained herein, Borrower may prepay the Loan and accrued interest at any time, without penalty from any sources available to Borrower.

(f) Default Rate of Interest; Late Charges: If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.

(g) Due on Sale: Notwithstanding the Maturity Date specified herein, if Developer does not pay the required Incentive Recoupment Payment to the City when due, then the entire outstanding principal balance and all accrued interest shall automatically become due and payable in full upon the sale of all or any portion of the Property other than as authorized under the terms of the Agreement.

2. **Authority.** The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.

3. **Place of Payment.** Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time.

4. **Default.** Upon (a) a default by Developer under the Agreement, specifically limited to (i) a failure by Developer to complete construction of the Convention Center Hotel Project in a timely manner in accordance with the terms of Section 3(G) of the Agreement, (ii) a failure by Developer or Hotel Operator to operate and maintain the Convention Center Hotel Project consistent with the Quality Standards beyond applicable notice and cure periods under the Development Agreement or the Restrictive Covenant, or (iii) a default by Developer or Hotel Operator under the Marriott Room Block Agreement beyond applicable notice and cure periods under the Development Agreement or the Marriott Room Block Agreement; or (b) a default in the payment of interest, principal or any other sum when due under this Note that is not cured within 10 business days after Borrower is given written notice thereof, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity. If suit is brought to collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.

5. **General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note

holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest, and notice of protest are hereby waived. Lender acknowledges the bona fide indebtedness of Borrower for the loan evidenced by this Note. Further, should there be a forbearance or forgiveness at the time all matters which would permit for the forbearance or forgiveness, Lender will issue the requisite IRS form to Borrower reporting the amount of the loan forgiven at that time. Borrower may assign and transfer its interest under this Note on the same terms and conditions governing the assignment of the Agreement.

Executed by Borrower on the date first above written.

BORROWER:

[**CINCINNATI CH (OH), LLC**]

By: _____

Printed name: _____

Title: _____

Approved as to Form:

_____
Assistant City Solicitor

cc: Steve Webb, City Finance Director

EXHIBIT F-2
to Development Agreement

FORM OF PASS THROUGH NOTE

SEE ATTACHED

PROMISSORY NOTE

$[48,000,000.00] Cincinnati, Ohio
_____, 2026

FOR VALUE RECEIVED, the undersigned, [**CINCINNATI CH (OH), LLC**, a Delaware limited liability company, the address of which is 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303] ("**Borrower**"), hereby promises to pay to the order of the **CITY OF CINCINNATI**, an Ohio municipal corporation, the address of which for purposes of this Promissory Note (this "**Note**") is 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202; Attention: Director, Department of Community and Economic Development (the "**City**"), the principal sum of [Forty-Eight Million Dollars ($48,000,000.00)], or so much thereof as is disbursed by the City to Borrower under that certain *Development Agreement* by and between Borrower and the City, dated _____, 2026 (the "**Agreement**"), together with interest thereon and upon the following terms and conditions (the "**Loan**"). The date on which the City disburses the Loan proceeds or any portion thereof to Borrower pursuant to the terms of the Agreement is referred to herein as the "**Loan Disbursement Date**." Capitalized terms used herein but not defined herein, if any, shall have the meanings ascribed to them in the Agreement.

Pursuant to the terms of the Agreement, Borrower is required to develop and construct a convention center hotel, and thereafter operate such hotel in compliance with certain operating standards, all as more particularly described in the Agreement.

1. **Terms.** The terms of the Loan are as follows:

   (a) Amount: The principal and amount of the Loan evidenced by this Note is [Forty-Eight Million Dollars ($48,000,000.00)].

   (b) Term: The term of the Loan (the "**Term**") shall be 15 years, beginning on the Loan Disbursement Date, and ending on the 15-year anniversary thereof (the "**Maturity Date**").

   (c) Interest Rate: 3.00% per annum.

   (d) Payments:

      (i) Deferment. Borrower shall not be required to make payments under this Note during the period between the Loan Disbursement Date and Construction Completion (collectively, the "**Deferment Period**").

      (ii) Payments. If the Loan is not fully forgiven as described in paragraph (iii) below prior to the Maturity Date, then Borrower shall pay a balloon payment equal to all unpaid and unforgiven principal and other charges outstanding on the Loan on the Maturity Date

      (iii) Forgiveness. Provided Developer is not in default hereunder or under the Agreement beyond any applicable notice and cure period, then beginning on the anniversary of the first Loan Disbursement Date, and continuing on each anniversary of such date thereafter, the City shall forgive 1/15th of the outstanding amount of the principal amount of the Loan then outstanding. On the Maturity Date, provided Developer is not in default hereunder or under the Agreement beyond any applicable notice and cure period, the City will forgive all remaining outstanding principal and interest on the Loan.

   (e) Prepayment: Notwithstanding anything to the contrary contained herein, Borrower may prepay the Loan and accrued interest at any time, without penalty from any sources available to Borrower.

   (f) Default Rate of Interest; Late Charges: If any payment due hereunder is not received by the City when due, a late charge equal to five percent (5%) of the past due amount shall

automatically become due, and interest on the past due amount shall accrue from the due date at the rate of twelve percent (12%) per annum until the entire past due amount has been paid. The foregoing is in addition to the City's other rights and remedies hereunder and under the Agreement in the event of a default.

2. **Authority.** The officer or representative of Borrower subscribing below represents that s/he has full power, authority, and legal right to execute and deliver this Note and that the debt hereunder constitutes a valid and binding obligation of Borrower.

3. **Place of Payment.** Payments due under this Note shall be made by check payable to the "City of Cincinnati-Treasurer" and mailed to the City at the address set forth in the introductory paragraph of this Note or such other place as the Note holder may designate in writing from time to time.

4. **Default.** Upon (a) a default by Developer under the Agreement, specifically limited to (i) a failure by Developer to complete construction of the Convention Center Hotel Project in a timely manner in accordance with the terms of Section 3(G) of the Agreement, (ii) a failure by Developer or Hotel Operator to operate and maintain the Convention Center Hotel Project consistent with the Quality Standards beyond applicable notice and cure periods under the Development Agreement or the Restrictive Covenant, or (iii) a default by Developer or Hotel Operator under the Marriott Room Block Agreement beyond applicable notice and cure periods under the Development Agreement or the Marriott Room Block Agreement; or (b) a default in the payment of interest, principal or any other sum when due under this Note that is not cured within 10 business days after Borrower is given written notice thereof, the entire principal sum hereof and accrued and unpaid interest hereon may, at the option of the Note holder, be declared to be immediately due and payable, time being of the essence, and the Note holder may proceed to enforce the collection thereof by suit at law or in equity. If suit is brought to collect this Note, the Note holder shall be entitled to collect, and Borrower shall indemnify the Note holder against, all expenses of suit, including, without limitation, attorneys' fees. Failure of the Note holder to exercise its rights under this Note in the event of default shall not constitute a waiver of the right of the holder to exercise the same or to exercise such rights in the event of a subsequent default.

5. **General Provisions.** This Note and any and all ancillary documents executed by Borrower in connection with the Loan constitute the entire agreement of the parties with respect to the matters described herein and supersede any and all prior communications and agreements between the parties. This Note may be amended only by a written amendment signed by Borrower and the Note holder. This Note shall be governed by the laws of the City of Cincinnati and the State of Ohio. This Note shall be binding upon Borrower and its successors and assigns. If any provision of this Note is determined to be in violation of any applicable local, state, or federal law, such provision shall be severed from this Note and the remainder of this Note shall remain in full force and effect. All notices given under this Note shall be sent by regular or certified U.S. mail to Borrower at its address set forth above, and to the Note holder at the address where loan payments are made. Any action or proceeding arising under this Note shall be brought only in the Hamilton County Court of Common Pleas. Presentment, notice of dishonor, protest, and notice of protest are hereby waived. Lender acknowledges the bona fide indebtedness of Borrower for the loan evidenced by this Note. Further, should there be a forbearance or forgiveness at the time all matters which would permit for the forbearance or forgiveness, Lender will issue the requisite IRS form to Borrower reporting the amount of the loan forgiven at that time. Borrower may assign and transfer its interest under this Note on the same terms and conditions governing the assignment of the Agreement.

Executed by Borrower on the date first above written.

BORROWER:

CINCINNATI CH (OH), LLC

By: _____

Printed name: _____

Title: _____

Approved as to Form:

_____

Assistant City Solicitor

cc: Steve Webb, City Finance Director

EXHIBIT G
to Development Agreement

DISBURSEMENT OF CITY CASH FUNDS

[To be attached to execution version]

EXHIBIT H
to Development Agreement

FINAL REVENUE PROJECTIONS

[To be attached post-execution]

EXHIBIT I
to Development Agreement

STATE GRANT AGREEMENT

SEE ATTACHED

GRANT AGREEMENT BETWEEN
THE OFFICE OF BUDGET AND MANAGEMENT AND
City of Cincinnati

This Grant Agreement ("Agreement") is made and entered into by and between the State of Ohio (the "State"), through the Ohio Office of Budget and Management ("OBM"), acting by and through its Director, and located at 30 East Broad Street, 34th Floor, Columbus, Ohio 43215, and the City of Cincinnati (the "Recipient" or "Grantee"), acting by and through its authorized representative, and located at 801 Plum St #152, Cincinnati, OH 45202 (each individually a "Party" or collectively the "Parties").

WHEREAS, pursuant to Section 200.20 of Substitute House Bill 2 (the "Act"), the 135th General Assembly of the State of Ohio has appropriated funds in the amount of $717,800,000 to OBM in appropriation item 042509, One Time Strategic Community Investments;

WHEREAS, pursuant to Section 200.30 of the Act, OBM shall use the One Time Strategic Community Investments to provide grants for the projects listed in that section in the amounts listed;

WHEREAS, pursuant to Section 200.30 of the Act, OBM, prior to disbursing a grant to a Recipient, shall enter into this Agreement with the Recipient;

WHEREAS, pursuant to Section 200.30 of the Act, the Recipient, as part of this Agreement, shall agree to complete a final report, in a form and manner prescribed by OBM, detailing how the Recipient used the grant and submit the report to OBM; and

WHEREAS, pursuant to Section 200.30 of the Act, the Grantee was appropriated $46 Million for the project titled Convention Center District Development

(the "Project").

NOW, THEREFORE, for the purposes of providing these grant funds to the Grantee in accordance with the Act, the Parties hereby covenant and agree as follows:

1. **Funding Amount and Purpose.** OBM agrees to provide the Grantee $46 Million via electronic funds transfer to be used by the Grantee for the purposes of funding the Project. In no event shall the State or OBM's financial commitment to the Grantee exceed $46 Million as provided for in this Section. Any funds provided under this Agreement that are not spent in conformity with the intent and purpose of the appropriation designated in Section 200.30 of the Act or in violation of other federal, state, or local laws, rules, regulations, or Executive Orders shall be returned in full to the State. Nothing in this Agreement shall constitute, or be deemed to constitute, an obligation of future appropriations of the General Assembly.

2. **Certification of Funds.** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations of the Parties under this Agreement shall be binding on either Party until all statutory provisions of the Ohio Revised Code ("R.C.") including, without limitation, R.C. 126.07, have been complied with, and until such time as all funds have been made available.

3. **Bonded and Insured Employees and Agents.** The Grantee hereby certifies to OBM that: (i) all individuals or agents of the Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement are or will be fully bonded or insured against the loss of such

funds; (ii) the bonding agent or insurer shall be licensed to do business in Ohio; and (iii) no part of the funds acquired by the Grantee through this Agreement shall be spent to obtain that bonding or insurance.

4. **Performance Period; Report of Expenditures.**

   a. **Initial Period.** The Grantee acknowledges the performance period for this Agreement runs through June 30, 2026. The Grantee will make a good faith effort to complete the Project on or before June 30, 2026. No later than July 31, 2026, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.

   b. **Extension.** If the Grantee has not expended all funds for the Project by June 30, 2026, the Parties, by mutual consent, may extend this Agreement. In lieu of a final report as provided in Section 4(a) of this Agreement, the Grantee agrees to submit an interim report to OBM detailing the use of funds and the expected completion date of the Project. The interim report shall be submitted to OBM no later than July 31, 2026. As permitted by the extension, no later than thirty (30) days following completion of the Project or the expenditure of all funds, whichever is sooner, the Grantee agrees to submit a final report to OBM detailing the use of funds and confirming the expenditures were made in accordance with the purposes enumerated in Section 1 of this Agreement. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.

   c. **Project Incompletion.** To the extent applicable, should the Grantee decide not to complete the Project as provided in this Agreement, the Grantee will provide OBM with a final report detailing why the Grantee has chosen not to proceed with the Project. The final report shall be submitted to OBM no later than the last agreed upon date for completion of the Project. Notwithstanding Section 8 of this Agreement, any funds not expended shall be returned in full to the State within fourteen (14) days following the submission of the final report to OBM.

5. **Relationship of the Parties.** It is fully understood and agreed to by the Grantee that neither the Grantee nor its officers, employees, agents, representatives, contractors, or other personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the State or OBM.

6. **Term of Agreement.**

   a. **Effective Date.** This Agreement shall commence and be binding on the Parties upon the completion of: (i) the signature of the Grantee's authorized representative below; and (ii) the Grantee's receipt of funds.

   b. **Expiration.** This Agreement will, unless otherwise earlier terminated herein, expire two (2) years following the date of the Grantee's submission of its final report to OBM pursuant to Section 4 of this Agreement.

Provisions of this Agreement have no force upon expiration unless its context provides otherwise.

c. **Termination for Cause.** OBM reserves the right to terminate this Agreement upon written notice to the Grantee and to recover any funds distributed to the Grantee, or by the Grantee to contractors or other payees, in violation of the terms of this Agreement.

d. **Breach; Opportunity to Cure.** OBM, in its sole discretion, may permit the Grantee to cure a breach in this Agreement. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding OBM permitting a period of time to cure the breach or the Grantee's cure of the breach, nothing in this Agreement shall prohibit the State or OBM from exercising any other rights or remedies available to it under federal or state law.

7. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the funding opportunity. The authorized representative on the grant agreement will serve as the main point of contact for this funding whereas additional contacts listed on the funding request form, as applicable, will serve as grant contacts for administrative purposes.

8. **Remittances.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee to OBM within forty-five (45) days of demand. Any such remittance shall include a copy of this Agreement.

9. **Reports and Records.** During the term of this Agreement and for two (2) years following the date of the Grantee's submission of its final report to OBM, the Grantee shall keep and make all reports and records associated with the grant under this Agreement available to the State, OBM, the Ohio Auditor of State, or other authorized representatives or agents of the foregoing as necessary upon request.

10. **Liability; Waiver of Liability.** The Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each Party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that OBM does not indemnify the Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of the Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall OBM be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against OBM or any department, agency, or official of the State in the case of claim or suit arising from the funds provided to the Grantee under this Agreement. The Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against OBM and its employees, agents, officials, and attorneys arising from, or relating to, this Agreement.

11. **Public Funds Compliance.** The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by the Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. Funds granted to the Grantee shall be held in compliance with Chapter 135 of the Revised Code, as applicable.

12. **Ohio Ethics Law.** The Grantee certifies that it is in compliance with and will continue to adhere to the requirements of the Ohio ethics and conflict of interest laws as found in Chapter 102 of the Revised Code and R.C. 2921.42 and 2921.43. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

13. **Drug-free Workplace.** The Grantee agrees to comply with all applicable state and federal laws regarding a drug-free workplace and shall make a good faith effort to ensure that none of its employees or permitted contractors purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

14. **No Findings for Recovery.** The Grantee represents and warrants to the State that no officer, employee, or agent is subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that Section. The Grantee agrees that if this representation or warranty is determined by OBM to be false, the Agreement shall be void ab initio as between the Parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

15. **Employment Nondiscrimination.** Pursuant to R.C. 125.111, the Grantee agrees that Grantee and any contractor or subcontractor will not discriminate against any citizen of this state in the employment of a person qualified and available to perform work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. In addition, the Grantee further agrees that Grantee and any contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, will not discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the basis of race, color, religion, sex, age, disability or military status as defined in R.C. 4112.01, national origin, or ancestry. To the extent applicable, the Grantee represents that the contractor(s) from whom the Grantee makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, and has filed a description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development.

16. **Prevailing Wage.** To the extent applicable, the Grantee shall comply with the prevailing wage requirements of Chapter 4115 of the Revised Code extending from this Agreement.

17. **Competitive Selection.** The Grantee shall comply with all applicable state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by the Grantee, the Grantee shall employ an open and competitive process in the selection of its contractors.

18. **Campaign Contributions.** The Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. 3517.13.

19. **Compliance with Laws.** The Grantee shall comply with Section 200.30 of the Act and all applicable federal, state, or local laws, rules, regulations, or Executive Orders in the performance of the Grantee's obligations under this Agreement.

20. **Indemnification.** Unless the Grantee is otherwise prohibited from indemnifying the State or OBM under state or federal law, the Grantee agrees to indemnify and to hold the State and OBM harmless and immune from any claims or causes of action arising from, or related to, implementing the Project, including any acts or omissions of the Grantee or its officers, employees, agents, representatives, contractors, or other personnel. Neither the State nor OBM shall be considered a party to and shall not be held liable under any contract entered into by the Grantee in carrying out its activities pursuant to this Agreement.

21. **Miscellaneous Provisions.**

    a. **Controlling Law.** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

    b. **Days.** When this Agreement refers to days, it means calendar days, unless it expressly provides otherwise.

    c. **Waiver.** A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.

    d. **Successors and Assigns.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by the Grantee, without the prior written consent of OBM.

    e. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

    f. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

    g. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties.

    h. **Amendment.** This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing, and officially signed by both Parties.

i. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

j. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each Party hereto shall be entitled to rely upon an electronic signature of any other Party delivered in such a manner as if such signature were an original.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of OBM and the Grantee and shall be effective in accordance with Section 6(a) of this Agreement.

As to the Grantee, the Authorized Representative:

By: _____ Date: Sep 20, 2024

William Weber

Assistant City Manager

As to the Ohio Office of Budget and Management:

By: _____ Date: July 25, 2024

Kimberly A. Murnieks
Director

EXHIBIT J-1
to Development Agreement

FORM OF MARRIOTT ROOM BLOCK AGREEMENT

SEE ATTACHED

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ROOM BLOCK AGREEMENT

by and between

[_____]

and

Cincinnati CH (OH), LLC

NOTE: A Memorandum of this Agreement Shall be Recorded to Confirm that this Agreement Contains and Constitutes a Covenant and Restriction That Runs with Title to the Hotel Site.

ROOM BLOCK AGREEMENT

THIS ROOM BLOCK AGREEMENT (the "**Agreement**") made and entered into as of the ____ day of _____, 2026 (the "**Effective Date**") by and between **[_____]**, a _____ [(the "**CVB**")], and Cincinnati CH (OH), LLC, a Delaware limited liability company (the "**Owner**"), recites and provides as follows:

RECITALS:

A. The CVB has a material interest in maximizing the performance of, and the quality of convention business attracted to, the Convention Center and encouraging convention and tourism business in Hamilton County.

B. In furtherance of those goals, and to facilitate the development of a full-service convention center hotel connected to the Convention Center, the City of Cincinnati ("City"), the Board of Commissioners of Hamilton County ("County"), and the Owner have entered into the Development Agreement that allows the Owner to obtain certain incentives with respect to the development, construction, and operation of the Hotel.

C. The Development Agreement requires the Owner to enter into this Agreement pursuant to which a certain percentage of the Hotel's guest rooms will be reserved for specific periods of time for attendees, participants, and planners of conventions and trade shows at the Convention Center. The CVB and the Owner agree that this Agreement is the Marriott Room Block Agreement described in the Development Agreement and that this Agreement constitutes a contract for the provision of services by the Owner to and for the benefit of the CVB, which services are being provided in exchange for the covenants and agreements of the City and County contained in the Development Agreement.

D. The Owner agrees that it will require the Operator, as a condition of any Management Agreement, to abide by the terms of this Agreement.

AGREEMENT

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged and confessed by the parties hereto, the CVB and the Owner hereby covenant and agree with each other as follows:

ARTICLE I
DEFINED TERMS

In this Agreement, the following terms shall have the meaning ascribed to them below:

1.01 "Active Negotiations"

means (x) for purposes of Section 3.01(b), that the Owner or Operator, on the one hand, and a bona fide potential Hotel guest, on the other hand, have exchanged written correspondence between them that reflects an indication of mutual interest for consummating a transaction in

which the Operator contracts to block or book guest rooms at the Hotel and in which neither the Owner or the Operator, on the one hand, nor such bona fide potential Hotel guest on the other hand, has indicated that it no longer has any interest in pursuing such negotiations; and (y) for purposes of Section 3.02(b)(ii), that the CVB or CC Manager, on the one hand, and a Potential Convention Center Customer, on the other hand, have exchanged written correspondence between them that reflects an indication of mutual interest for consummating a City-Wide Event, and neither the CVB or CC Manager, on the one hand, nor such Potential Convention Center Customer, on the other hand, has indicated that it no longer has any interest in pursuing such negotiations.

1.02 "Agreement"

means this Room Block Agreement.

1.03 "Amended Offer"

is defined in Section 3.01(d).

1.04 "Available Guest Rooms"

means, as of any date in question, all of the Hotel's guest rooms (including suites), excluding any guest rooms that are reasonably projected to be unavailable on the dates in question due to scheduled renovations, repairs (including, without limitation, repairs due to events of casualty that have occurred), or maintenance, and excluding any of the Hotel's guest rooms that have been condemned in a taking and as to which physical possession is projected to have been taken by the condemnor prior to the date in question.

1.05 "Block Notice"

is defined in Section 3.01(d).

1.06 "Block Release Request Notice"

is defined in Section 3.02(b).

1.07 "Business Day"

means a day other than a Saturday, a Sunday or a day on which national banks in Cincinnati, Ohio are closed for business. If any action is required to be performed, or if any notice, consent or other communication is given, on a day that is not a Business Day, such performance shall be deemed to be required, and such notice, consent or other communication shall be deemed to be given, on the first Business Day following such non-Business Day. Unless otherwise specified herein, all references herein to a "day" or "days" shall refer to calendar days and not Business Days.

1.08 "CC Manager"

means the manager of the Convention Center from time to time during the Term, which is Legends Global as of the Effective Date.

1.09 "City"

means Cincinnati, Ohio, a municipality.

1.10 "City-Wide Event"

means a convention, trade show, or other event during which a Potential Convention Center Customer (i) requests (a) if greater than 48 months in advance of the event, 1,200 or more guest rooms, or (b) within 47 months in advance of the event, 1,000 or more guest rooms, be made available in hotels in the City (including the Hotel) and surrounding metropolitan areas, in the aggregate, for one or more days while the event is held at the Convention Center (and, potentially, the day preceding the commencement of such event and the day following the conclusion of such event), (ii) requires the use of three (3) or more separate hotel properties, and (iii) reserves 60,000 square feet of space in the Convention Center exhibit hall, meeting room and/or ballroom space for the length of the event.

1.11 "Convention Center"

means the Cincinnati Convention Center located at 525 Elm Street, Cincinnati, Ohio, as such Convention Center may be branded from time to time.

1.12 "County"

means Hamilton County, Ohio, a body corporate and politic of the State of Ohio.

1.13 "Cure Period"

is defined in Section 2.02(a)(ii).

1.14 "CVB"

means the Greater Cincinnati Convention & Visitors Bureau, an Ohio nonprofit corporation, d/b/a Visit Cincy].

1.15 "Development Agreement"

means that certain Development Agreement among the Owner, the City and the County, dated _____ __, 2026, as heretofore and hereafter amended and modified from time to time."Effective Date"

is defined in this Agreement's preamble.

1.16 "Event Block Minimum Rate"

means the lowest rate the CVB may require the Owner and Operator to quote or charge a Potential Convention Center Customer for a room during a City-Wide Event, as described and determined in accordance with Section 4.01.

1.17 "Event of Default"

is defined in Section 8.01.

1.18 "Event Night"

means any night during a City-Wide Event (including the day preceding the commencement of and the day following the conclusion of such event, as contemplated in the definition thereof) for which: (x) the CVB has exercised its rights under Section 3.01(a) by giving a Room Block Request Notice to the Operator; and (y) in response to such Room Block Request Notice, one or more rooms have been booked, blocked or reserved by the Operator either: (i) pursuant to a contract with the Potential Convention Center Customer; or (ii) pursuant to Initial Offers or Amended Offers that have been accepted or are still outstanding (and, if such contracts are terminated or any of such offers are subsequently terminated or rejected, then any of the blocked rooms that were subject thereto shall no longer be considered blocked for purposes of this definition).

1.19 "Event Room Block"

means a block of Available Guest Rooms (including suites) at the Hotel, and any Hotel ballrooms and/or meeting rooms, offered to or reserved for the attendees of a City-Wide Event in response to a Room Block Request Notice.

1.20 "Force Majeure"

means and includes causes without fault and beyond the control of a party, whether or not foreseeable, including, without limitation, fire, explosion, accident, flood, windstorm, earthquake, or other disaster or calamity, disruption of utility service; restrictive new governmental laws or regulations; acts of war (whether declared or undeclared), invasion, blockade, or sabotage; terrorism or threat thereof; riot, civil disturbance, insurrection or acts of public enemies; pandemics and epidemics; and strike, lockout or other labor action and inability to procure materials; provided that a material adverse change in the business, financial condition, operations, assets, liabilities or prospects of either party shall not excuse any failure or delay in performance under this Agreement.

1.21 "Franchise Agreement"

means the hotel franchise or license agreement between the Owner and the Franchisor that exists from time to time, as it may be extended, supplemented, amended or replaced from time to time as determined by Owner.

1.22 "Franchisor"

means the entity providing a license to use the hotel brand at the Hotel.

1.23 "Government Disclosure Requirements"

is defined in Section 4.04(a).

1.24 "Hotel"

means the convention center hotel to be constructed by the Owner on the Hotel Site pursuant to the Development Agreement, together with all supporting hotel facilities and amenities.

1.25 "Hotel Site"

means the tract or parcel of real property described in the Development Agreement and defined therein as the "Property," and which is described on Exhibit A attached hereto and made part hereof.

1.26 "Initial Offer"

is defined in Section 3.01(b).

1.27 "Known Release Dates"

is defined in Section 3.02(d).

1.28 "Managed Hotels"

means full-service, convention center hotels within the United States of America operated as first-class hotels containing no less than seven hundred (700) rentable guest rooms operated under the Operator's brand name and managed by the Operator or any entity controlled by, under common control with or that controls Operator, specifically excluding franchised hotels.

1.29 "Management Agreement"

means the hotel operating or management agreement between the Owner and the Operator that exists from time to time, as it may be extended, supplemented, amended or replaced from time to time as determined by Owner.

1.30 "Maximum Event Night Ceiling"

means the maximum number of Event Nights in any calendar month during which the Owner or the Operator shall be obligated to provide Event Room Blocks pursuant to this Agreement. The Maximum Event Night Ceiling is ten (10) Event Nights per calendar month.

1.31 "Maximum Event Room Block"

means (i) for a Room Block Request Notice that is for a period greater than forty eight (48) months after receipt by Operator of the Room Block Request Notice, eighty-five and eight tenths percent (85.8%) of all of the Hotel's Available Guest Rooms), (ii) for a Room Block Request Notice that is for a period that is greater than thirty six (36) and less than forty eight (48) months after receipt by Operator of the Room Block Request Notice, sixty five percent (65%) of all of the Hotel's Available Guest Rooms, and (iii) for a Room Block Request Notice that is for a period of greater than twenty four (24) and less than thirty six (36) months after receipt by Operator of the Room Block Request Notice (if permitted hereunder), fifty percent (50%) of all of the Hotel's Available Guest Rooms.

1.32 "Memorandum"

is defined in Section 9.10 hereof.

1.33 "Midweek"

means Sunday through Thursday, inclusive.

1.34 "Notice" or "notice"

means each and every communication, request, reply, or advice required or permitted to be given, made or accepted by any party to this Agreement to any other party to this Agreement, each of which shall be given in writing, and deemed received by the intended recipient, in accordance with Section 9.04.

1.35 "Offer Expiration Date"

is defined in Section 3.01(e).

1.36 "Opening"

means the date of the opening of the Hotel to the public for business.

1.37 "Operator"

means the entity responsible for overseeing the day-to-day management of the Hotel.

1.38 "Owner"

means the entity defined as "Owner" in this Agreement's preamble and each subsequent owner of all or any part of the Hotel Site. An entity shall be deemed to be the "Owner" hereunder only during its period of ownership of the Hotel Site.

1.39 "Potential Convention Center Customer"

means a person, entity, group, or association (or any combination thereof) that is planning a City-Wide Event which, subject to Section 3.01, will commence at least twenty four (24) months after the date of receipt by the Operator of a Room Block Request Notice. Thus, if the Operator receives a Room Block Request Notice for a period that is less than twenty four (24) months after the date of receipt by the Operator of such Room Block Request Notice, the person, entity, group, and/or association that is identified in such Room Block Request Notice shall not constitute a Potential Convention Center Customer.

1.40 "Rate Quote"

is defined in Section 3.01(b).

1.41 "Restrictive Covenant"

means that certain [Restrictive Covenant] entered into by the Owner pursuant to the terms of the Development Agreement and recorded at Book _____, Page _____ of the Official Records of the Hamilton County Recorder.

1.42 "Room Block Contract"

is defined in Section 3.01(f).

1.43 "Room Block Request Notice"

is defined in Section 3.01(a).

1.44 "Sales Representative"

is defined in Section 3.01(a).

1.45 "Standard of Operation"

is defined in Section 6.01.

1.46 "Standard of Operation Failure Notice"

is defined in Section 2.02(a)(ii).

1.47 "Term"

is defined in Section 2.01.

1.48 "Weekend"

means Friday and Saturday.

ARTICLE II
TERM OF THIS AGREEMENT

2.01 Commencement of the Term

The term of this Agreement (the "**Term**") shall commence on the Effective Date.

2.02 Expiration of Term.

(a) The Term shall continue until the earlier to occur of:

(i) the date upon which the Convention Center is no longer designated or operated by the City as the City's principal convention center, subject to the notice and cure rights permitted herein; or

(ii) the date that is seventy-five (75) years from the Opening.

ARTICLE III
ROOM BLOCK COMMITMENT; RELEASE OF BLOCK

3.01 Room Block

During the Term, the CVB may from time to time require Operator to offer an Event Room Block to Potential Convention Center Customers in connection with a City-Wide Event in accordance with, and subject to the limitations set forth in, this Agreement. Notwithstanding anything herein to the contrary, the CVB shall not have the right to require Operator to offer an Event Room Block to Potential Convention Center Customers if: the total number of rooms requested to be blocked in such Room Block Request Notice on any Event Night exceeds the number of rooms Operator is required to offer to block pursuant to Section 3.01(b)(i). Subject to the limitations set forth in the preceding sentence and elsewhere in this Article III, the right to require that Operator so offer the Event Room Block will be exercised in accordance with the following procedures:

(a) A management, sales or booking representative of the CVB or, if authorized by the CVB, the CC Manager (the "**Sales Representative**"), will notify Operator that a Potential Convention Center Customer is seeking offers from local hotels to accommodate, among other needs, the guest room needs of the Potential Convention Center Customer for a City-Wide Event (the "**Room Block Request Notice**"). The Room Block Request Notice will (i) identify the Potential Convention Center Customer, (ii) if the same is generally available to the CVB, set forth a documented history of the group's room block events for the most recent three-year period including a comparison of the number of rooms blocked and the actual number of rooms actually used, (iii) specify each date for which the Potential Convention Center Customer will require blocks of guest rooms (including those dates commonly known as "move in" and "move out" dates), and (iv) specify the number of guest rooms in the Hotel the Potential Convention Center Customer is seeking to block on each of the specific dates. Notwithstanding the provisions of Section 9.04 or the definition of "Notice" set forth above, the Room Block Request Notice will be communicated to the Operator in the same manner as such notifications are customarily communicated by the Sales Representative to other hotels in the City. However, a copy of all Notices required or permitted to be provided by the Sales Representative or the CVB under this Article III shall be delivered to the Owner, and such notices to Operator shall not be effective unless and until a copy of such notices are delivered to the Owner.

(b) Unless such deadline is extended in writing by the Sales Representative, within five (5) Business Days after Operator's receipt of a Room Block Request Notice for a City-Wide Event that is no sooner than twenty four (24) months from the date of Operator's receipt such Room Block Request Notice, Operator will deliver to the Potential Convention Center Customer (with a copy to the Sales Representative and the CVB) an initial written offer in response to the Room Block Request Notice (the "**Initial Offer**"). In the Initial Offer the Operator will: (i) offer to the Potential Convention Center Customer to block, on each specific date that the Potential Convention Center Customer requires a block of guest rooms as specified in the Room Block Request Notice, the lesser of (A) the actual number of the Available Guest Rooms in the Room Block Request Notice for each specific date, or (B) the Maximum Event Room Block after deducting each of the following:

(1) any previously offered room blocks under this Agreement for other City-Wide Events covering such dates, which offers have either been accepted or are still outstanding, and

(2) any guest rooms released by the CVB pursuant to Section 3.01(j), Section 3.01 (l), or Section 3.02 and that have actually been booked by Operator or are the subject of Active Negotiations. If such guest rooms are the subject of Active Negotiations, then at the request of the CVB, the Operator shall (x) attempt to cause such proposed Hotel guest with whom such Active Negotiations are being held to select other dates for the use thereof that would permit Operator to accommodate the room block set forth in the Room Block Request Notice or (y) require the Operator to accelerate negotiations with such potential Hotel guest by requiring such potential Hotel guest to execute a contract to block or book such rooms that are the subject of such Active Negotiations within the fifteen (15) Business Days following the CVB's request to the Operator under this clause (y), failing which, for purposes hereof, such rooms shall no longer be considered under Active Negotiations.

and (ii) quote a specific room rate for a standard single and double room and suites (the "**Rate Quote**"). In making the Rate Quote, the Operator will take into account seasonality (i.e., using group event guest room rates received in a calendar month as the basis for quotes for the same month in subsequent calendar years), Midweek versus Weekend rates, and special events that occur regularly during the applicable period); provided, that, the Rate Quote shall be equitably adjusted for non-recurring special events that occur in a particular month which inflate group event room rates (such as Super Bowls, NCAA Men's or Women's basketball tournaments, Major League Baseball playoffs and similar sporting or entertainment events). In addition, rates for groups whose stay consists of both Midweek and Weekend days shall be determined in accordance with Operator's booking policies described in Section 3.01(f). The amount of the Rate Quote in the Initial Offer will be at the sole, but good faith, discretion of the Operator.

(c) In addition, the Sales Representative may issue a Room Block Request Notice for a City-Wide Event that will commence fewer than twenty-four months from the date of such notice, which the Operator in its discretion may accept or reject.

(d) The Rate Quote included by Operator in the Initial Offer shall be determined in Operator's sole, but good faith, discretion, and in determining such rate, Operator shall be entitled to take into account, among other considerations, the level of food and beverage services and ancillary services that the Operator anticipates the Potential Convention Center Customer will purchase in the Hotel. In determining such rate, Operator is also expected to consider the overall contribution that the group will bring to the CVB, past historic demand and rates over the same date pattern and high/low demand seasonality, After reviewing the Initial Offer, the Sales Representative may consult with the Operator regarding the Rate Quote contained in the Initial Offer. If prior to acceptance of the Initial Offer (or any amendment thereto voluntarily offered by the Operator to the Potential Convention Center Customer), the CVB reasonably and in good faith believes that it might be in the CVB's or the City's best interest to compel the Owner to offer the Potential Convention Center Customer an alternative rate structure, CVB may, after consultation

with the Operator and within thirty (30) days following receipt of the Initial Offer, elect to require (which election shall be communicated by Notice from CVB to the Operator) the Operator to offer to the Potential Convention Center Customer a rate lower than the rate in the Initial Offer, but in no event lower than the Event Block Minimum Rate (such written election being the "**Block Notice**"). Upon receipt of the Block Notice, Operator shall, within two (2) Business Days thereafter, amend the Initial Offer by substituting the rate specified by CVB, which shall be no lower than the Event Block Minimum Rate, as the Rate Quote (the "**Amended Offer**").

(e) Subject to the remaining provisions of this Section 3.01(e), the Initial Offer or the Amended Offer (if applicable) shall remain open for acceptance by the Potential Convention Center Customer for a period that is usual and customary among convention hotels booking citywide events following the date of the Initial Offer or Amended Offer, as the case may be, but in any event not to exceed the one hundred and eightieth (180th) day following the date of the Initial or Amended Offer. If such customer fails to execute and return the Room Block Contract within such period, the offer shall expire, and the Operator shall have no further obligation to the CVB or the Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer or the Amended Offer, as the case may be. The date of expiration of the Initial Offer or Amended Offer, as the case may be, determined pursuant to this Section 3.01(e) is herein referred to as the "**Offer Expiration Date**".

(f) If either the Initial Offer or the Amended Offer is accepted by the Potential Convention Center Customer prior to the Offer Expiration Date, Operator shall endeavor to negotiate a binding contract with the Potential Convention Center Customer applying Operator's customary booking policies to the Event Room Block (the "**Room Block Contract**"), including, without limitation, such policies relating to contracts, advance deposits and cancellation, provided that these policies shall adhere in all material respects to the general customs employed by the Operator at its Managed Hotels, if any. The Owner will use its good faith efforts to cause the Operator to consider changes to Operator's customary booking policies to the extent necessary to accommodate any prevalent and material local booking customs or practices. If a Potential Convention Center Customer has not for any reason (other than Operator's breach of its obligations set forth in the preceding sentence) signed a Room Block Contract with the Operator with respect to such Initial Offer or Amended Offer, as the case may be, on or before the Offer Expiration Date, then such offer will expire, whereupon the Owner shall have no further obligation to the CVB or the Potential Convention Center Customer in regard to such City-Wide Event under the Initial Offer or the Amended Offer, as the case may be. However, if such offer expires at a time when there are more than twenty four (24) months prior to the first Event Night of the Potential Convention Center Customer's City-Wide Event, nothing in this Agreement shall prohibit CVB from issuing a new Room Block Request Notice for such City-Wide Event in accordance with, and subject to the provisions of, this Section 3.01.

(g) If a Potential Convention Center Customer signs a Room Block Contract with the Operator but later provides notice to the Operator that it is terminating such contract, the Operator, after Notice to CVB from the Owner or Operator, will have no further obligation to CVB in regard to the Event Nights covered by the Room Block Request Notice (which shall be deemed released from the obligations hereunder), but only if such written termination notice is given by the Potential Convention Center Customer on a date less than twenty four (24) months before the first Event Night. If such notice of termination is given on a date more than twenty four (24) months

before the first Event Night, then, unless rooms are blocked under this Agreement for such Event Nights for another City-Wide Event, the CVB may again deliver a Room Block Request Notice in accordance with, and subject to the limitations set forth in, this Section 3.01; provided, however, Operator will have no obligation to cancel any bookings to accommodate such subsequent request. CVB recognizes that the Owner or Operator may be entitled to collect cancellation fees from such Potential Convention Center Customer and CVB hereby consents thereto and agrees that CVB shall have no right or claim to all or any portion of such fees. Similarly, the Owner recognizes that CVB may be entitled to collect cancellation fees from such Potential Convention Center Customer pursuant to the contract between CVB and the Potential Convention Center Customer and the Owner hereby consents thereto and agrees that Owner shall have no right or claim to all or any portion of such fees.

(h) If a Potential Convention Center Customer signs a Room Block Contract with the Operator, then Operator will reserve rooms included in an Event Room Block for such customer for purchase by the persons attending the applicable event until the date required under the Room Block Contract executed with such Potential Convention Center Customer. If within ninety (90) days prior to the first scheduled day of the applicable event, the number of rooms actually booked is less than the number of rooms blocked, then Operator may request CVB to release some or all unbooked rooms and CVB agrees not to condition or delay such release. In addition, if a Convention Center Customer held the same event previously at a different venue, Operator may require that each Room Block Request include a detailed history of the Potential Convention Center Customer's room block requirements for the most recent two (2) years of the previous five (5) year period. Such history shall include for each event during such period (i) the dates and place (city and hotels) of each event during such period, (ii) for each event booked by the Potential Convention Center Customer during such period, the approximate day-by-day rooms occupied, including peak night room pick-up, and (iii) a comparison of room block commitments for each event and the approximate rooms occupied in total pursuant to such room block commitments, and on a daily basis. If the group history of the Potential Convention Center Customer (whether in respect of events at the Convention Center or elsewhere) reflects a pattern whereby the block of rooms reserved by such Potential Convention Center Customer is greater than the actual number of rooms used, then the Operator shall have the right to block only such number of rooms which Operator, in the exercise of its professional judgment and based on such history of the Potential Convention Center Customer, believes will be adequate to accommodate the number of rooms which will be actually used by such Potential Convention Center Customer; provided, that such decision of the Operator shall not release or relieve Operator from providing other lodging (in accordance with industry standard for handling overbookings) if the number of rooms so blocked by Operator actually is not adequate to satisfy the actual use of rooms by the Potential Convention Center Customer (up to the amount of rooms included in the Event Room Block pursuant to the Room Block Contract between Operator and such Potential Convention Center Customer).

(i) Operator shall have the unrestricted right to commit up to fourteen and two tenths percent (14.2%) of the Available Guest Rooms on any given date (and any other rooms that are not subject to being blocked by CVB pursuant to this Agreement) to the Hotel's commercial or group guests. In addition, Operator shall have the unrestricted right to commit any and all rooms not subject to a room block commitment pursuant to this Agreement for any date that is less than twenty four (24) months in advance. In addition, Operator shall have the right to commit to a

block of any number of rooms within the Hotel, so long as, following such commitment, the Owner will be able to fulfill its obligations under this Agreement.

(j) If Operator has a potential booking that would not be permitted under the terms of this Agreement, Operator may by notice to CVB (with a copy to the Owner) request that it be entitled to make such booking. CVB shall have five (5) Business Days in which to respond to such request by notice to the Operator; provided, that a failure to respond shall be deemed a rejection of such request (but such deemed rejection shall not prevent Operator from making multiple requests for such release).

(k) For the avoidance of doubt, the Operator shall have the right to freely book all rooms within the Hotel on any day which the Convention Center cannot accommodate a City-Wide Event because less than sixty thousand (60,000) square feet of exhibit space is available on such day for use by a Potential Convention Center Customer (such determination to be made as of the time Operator makes or extends an offer to make such booking).

(l) Once the Maximum Event Night Ceiling is reached for a month, the Operator shall have the right to freely book the available rooms at the Hotel for that month, regardless of when the booking is made (e.g., it may be more than twenty-four (24) months in advance). Notwithstanding the foregoing, in the event an Event Room Block is cancelled during a month for which the Maximum Event Night Ceiling had been reached, (i) if during an applicable window of time to book Room Block Events, CVB will be entitled to submit Room Block Notice(s) to book up to the Maximum Event Night Ceiling, and (ii) if following the closure of all windows of time to book Room Block Events (i.e., if fewer than twenty-four (24) months prior to the first Event Night), CVB will be entitled to the first opportunity to rebook up to the same number of available rooms if CVB has a replacement Potential Convention Center Customer identified at the time of such cancellation. For the avoidance of doubt, in no event will Operator be required to cancel any bookings previously committed to accommodate the rights of CVB under (i) or (ii) above.

(m) Notwithstanding the foregoing, if a Potential Convention Center Customer has (i) a documented history of causing material property damage or unusually heavy wear and tear in connection with group events or (ii) poor credit or a questionable payment history, then the Operator shall have the right, at its option, to include in its Initial Offer to such Potential Convention Center Customer security, damage or other deposit requirements that, in the Operator's judgment exercised in good faith, would compensate the Operator and the Owner for the damage, wear and tear or failure to pay (and, notwithstanding anything in Section 3.01(d) to the contrary, but subject to resolution of any dispute described below, CVB shall not have the right to require Operator to deliver an Amended Offer to such Potential Convention Center Customer that does not include such security, damage or other deposit requirements); provided that (1) Operator shall provide CVB notice that such Potential Convention Center Customer has a documented history of causing material property damage, unusually heavy wear and tear, poor credit or questionable payment history, as applicable, and also provide notice of its intention to include such (and provide a statement of the amount of the proposed) security, damage or other deposit requirements prior to issuance of such Initial Offer and (2) in such notice Operator shall set forth in reasonable detail the basis for the Operator's conclusions. CVB shall have the right to reasonably challenge the Operator's conclusion that such Potential Convention Center Customer is a customer described in clauses (i) or (ii) of the first sentence of this paragraph but, for the

avoidance of doubt, Operator shall be entitled to deliver an Initial Offer with such additional security, damage or other deposit requirements prior to receipt of notice of any such challenge, and if the parties subsequently agree that such additional requirements are unnecessary, CVB shall be entitled, if such Initial Offer remains outstanding, to require Operator to issue an amended Initial Offer omitting such requirements. CVB shall, to the fullest extent permitted by law, keep such conclusions confidential in accordance with Section 4.03. In the event of any such challenge by CVB, the parties agree to meet and confer and attempt in good faith to reach agreement as to the additional deposit requirements that will be placed on any offer given to such customer.

(n) Each calendar year, subject to the terms of this Agreement, CVB may elect to exercise its right to book a maximum of Six Thousand (6,000) room nights at the Event Block Minimum Rate (the "**EBMR Booking Maximum**"). Once the EBMR Booking Maximum is reached for a calendar year based on confirmed room night bookings pursuant to Room Block Request Notices, any subsequent or additional room night bookings shall be booked at the Rate Quote presented by Operator or at such other commercially reasonable rate as agreed to between Operator and CVB.

3.02 Release of Block

(a) Notwithstanding anything to the contrary set forth in this Agreement, but subject to Section 3.02(b) below, Operator shall have the right to commit a block of more than fourteen and two tenths percent (14.2%) of the Available Guest Rooms to non-Potential Convention Center Customer business for a date more than twenty four (24) months in the future, and such block of rooms shall be released from the terms of this Agreement for such dates, unless any of the following are true:

(i) A Room Block Request Notice satisfying the requirements set forth herein has been delivered that covers any of the dates reflected in the Block Release Request Notice, unless any Initial Offer or Amended Offer delivered by Operator in response thereto has expired without the execution by the Potential Convention Center Customer of a Room Block Contract with Operator or, if such a contract was executed, the same has been terminated by the customer;

(ii) The CVB is in Active Negotiations with a Potential Convention Center Customer for a City-Wide Event that includes any of the dates covered by the Block Release Request Notice; or

(iii) The dates covered by the Block Release Request Notice have historically been booked in hotels in the City of Cincinnati for a City-Wide Event and reasonably concludes that the release of the block in the Hotel will jeopardize the booking of such City-Wide Event.

(b) If Operator desires to commit a block of rooms which are otherwise unavailable due to CVB's ability to reserve the Maximum Event Room Block pursuant to Section 3.02(a) above, Operator shall send a Notice to CVB (a "**Block Release Request Notice**") specifying (i) the dates as to which such request applies, (ii) the number of event night rooms to which such request applies, and (iii) either that (x) to Operator's knowledge, none of the items in clauses (i)

through (iii) of Section 3.02(a) are true or (y) even though one or more of the items in clauses (i) through (iii) are true, such Block Release Request Notice describes a group that is proposing to contract for regularly recurring events (including on a rotating basis with other municipalities) at the Hotel and/or the Convention Center, and CVB should consider such request for the release in light of the possible repeat nature of the proposed business. Within five (5) Business Days after receipt of a Block Release Request Notice, CVB shall deliver written notice to Operator either (i) confirming the release of the requested rooms for the specific dates set forth in such Block Release Request Notice or (ii) disapproving such release with an explanation in reasonable detail as to which item(s) in clause (i) through (iii) of Section 3.02(a) permits CVB to disapprove. If CVB fails to either (x) confirm the release of rooms in a Block Release Request Notice or (y) disapprove the release of rooms in a Block Release Request Notice, in each case of (x) and (y), in writing within such five (5) Business Day period, then such release shall be deemed to have been disapproved. Following such deemed disapproval, Owner may make a second request in writing for CVB's approval; if CVB fails to respond to such second written notice within an additional five (5) Business Day period, then such release shall be deemed to have again been disapproved. Following such second deemed disapproval, Owner may make a third request in writing for CVB's approval; if CVB fails to respond to such third written notice within an additional five (5) Business Day period, then such release shall be deemed to have been approved.

(c) Operator shall, upon request by CVB following any release made pursuant to this Section 3.02, use its good faith efforts to accommodate any Event Room Block subsequently requested covering any of the dates for which a release has been provided by CVB under this Section 3.02.

(d) CVB will provide Operator a list of known release dates on a periodic basis (not less than semi-annual) identifying all future dates the Convention Center cannot be utilized for City-Wide Events due to maintenance, move in/out periods, or any other reason ("**Known Release Dates**"). If the CVB subsequently eliminates such dates from a subsequent list of Known Release Dates, such date(s) shall be subject to all applicable provisions of this Agreement, unless rooms have been booked, blocked or reserved by the Operator pursuant to a contract with a hotel customer or group (and, if such contracts are terminated, then any of the blocked rooms that were subject thereto shall no longer be considered blocked for purposes herein).

3.03. Market Sales Meetings. The parties acknowledge that the sales and marketing staffs of the Operator, CC Manager, and the CVB will work closely with each other to target specific groups or Room Blocks that meet the needs of both parties. Upon request, the Operator and the Owner will attend Market Sales Meetings facilitated by CC Manager and/or CVB on an occasional basis. These meetings should include sales leaders from the Hotel, as well as other market competitors, and would be designed to discuss high-level strategies which can be executed to attract City Wide events to the local area.

3.04. Meeting Space Booking Policy. At any time and based on availability, an event at the Convention Center may need to utilize the Hotel's meeting facilities for overflow, or an event at the Hotel may be required to use the Convention Center's space as overflow, CVB and Operator agree to offer such space, if available, with market-based pricing to be based upon the respective group's requirements and revenue potential.

ARTICLE IV
ROOM BLOCK PRICING

4.01 Event Block Minimum Rate; Owner's Projected Event Block Rate Schedule.

(a) The Event Block Minimum Rate shall be an amount equal to the lesser of (i) 120% of the Consultant Study Group Rate (as defined below) for the applicable period reflected if the Consultant Study Group Rate is lower than the rate listed for the applicable period in the Owner's Initial Projected Event Block Rate Schedule or the Owner's Subsequent Projected Event Block Rate Schedule (each as defined below) or (ii) in the event that 120% of the Consultant Study Group Rate is greater than the rate listed for the applicable period in the Owner's Initial Projected Event Block Rate Schedule or the Owner's Subsequent Projected Event Block Rate Schedule, the greater of (x) the Consultant Study Group Rate and (y) the rate presented for the applicable period in the Owner's Initial Projected Event Block Rate Schedule or the Owner's Subsequent Projected Event Block Rate Schedule, as applicable. The Owner's Initial Projected Event Block Rate Schedule and each Owner's Subsequent Projected Event Block Rate Schedule will include varying rates for room type and for periods within each applicable calendar year to account for seasonality and day of the week (e.g., Midweek, Weekend).

(b) No less than twelve (12) months prior to the date on which the Owner reasonably anticipates that Opening, will occur, the Owner will provide to CVB a schedule of the projected Event Block Minimum Rate for the first five (5) calendar years after the Opening (the "**Owner's Initial Projected Event Block Rate Schedule**"). The rates for each such year included in Owner's Initial Projected Event Block Rate Schedule shall represent the Owner's good faith forecast of the rates that will be included in the pro forma budget for the operation of the Hotel for such year and are the projections and forecasts being used by the Owner in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of the Owner's business generally.

(c) By no later than January 1 of each year commencing on the date after the Opening occurs, the Owner shall provide CVB and CC Manager a schedule of the projected Event Block Minimum Rate for the ensuing five (5) calendar year period (each such schedule, an "**Owner's Subsequent Projected Event Block Rate Schedule**"). The rates (i) for the first twelve (12) months covered by the Owner's Subsequent Projected Event Block Rate Schedule shall be those set forth in the pro forma operating budget for the Hotel for such 12-month period that has been approved by the Owner and the Operator, and (ii) for each other year covered thereby shall represent the Owner's and the Operator's then-current good faith forecast of the rates that the Owner and the Operator project will be included in the actual pro forma budget adopted for the operation of the Hotel for such years and are the forecasts and projections being used by the Owner in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of the Owner's business generally. For each year, subsequent to January 1, the Owner may deliver one (1) updated Owner's Subsequent Projected Event Block Rate Schedule, which will replace the Owner's Subsequent Projected Event Block Rate Schedule previously delivered for such year.

(d) Each of the Owner's Initial Projected Event Block Rate Schedule and each Owner's Subsequent Projected Event Block Rate Schedule shall, when delivered to CVB and CC Manager, be accompanied by (i) reasonable evidence that the same has been approved by both the Owner and the Operator, and (ii) a certification from the Owner to the CVB indicating that the Event

Block Minimum Rate for each year set forth therein represents (x) for the first twelve (12) months covered thereby those set forth in the Owner's pro forma operating budget for such 12-month period that has been approved by the Owner and the Operator, and (y) for each other year covered thereby, the Owner's and the Operator's good faith forecast of the rates that the Owner and the Operator project will be included in the actual pro forma budget adopted for the operation of the Hotel for such year and are the forecasts and projections actually being used by the Owner in making its decisions, and planning for, bookings in the operation of the Hotel and the conduct of the Owner's business generally.

(e) The rates reflected in the Owner's Initial Projected Event Block Rate Schedule and each of the Owner's Subsequent Projected Event Block Rate Schedules, as increased up to one hundred ten percent (110%) of such rates, shall be the "**Event Block Minimum Rate**" for each of the five (5) years covered by, as applicable, the Owner's Initial Projected Event Block Rate Schedule or the then current Owner's Subsequent Projected Event Block Rate Schedule. The parties recognize that the Event Block Minimum Rate may change each year (but only once per year and then only with the issuance of the Owner's Subsequent Projected Event Block Rate Schedule), it being understood that each Owner's Subsequent Projected Event Block Rate Schedule and the Event Block Minimum Rate reflected therein shall supersede all previously issued Owner's Subsequent Projected Event Block Rate Schedules even though the same relate to the same years (the following is an example of the "rolling" nature of the determination of the Event Block Minimum Rate: assume that the Owner issues, on December 1, 2027, an Owner's Subsequent Projected Event Block Rate Schedule. That schedule will cover the period commencing January 1, 2028 and ending December 31, 2032 (the "**2028 Schedule**"). Then assume that on December 1, 2029, the Owner issues an Owner's Subsequent Projected Event Block Rate Schedule. That schedule will cover the period commencing January 1, 2030 and ending on December 31, 2034 (the "**2030 Schedule**"). The 2030 Schedule will, as to any Block Notice issued on or after January 1, 2030, supersede the 2029 Schedule and all prior schedules covering the years 2031, 2032, 2033 and 2034 and shall govern the determination of the Event Block Minimum Rate with respect to such Block Notice).

If a Block Notice is issued for a City-Wide Event where the first Event Night will occur on a date in a calendar year that is not covered by the then-current Owner's Subsequent Projected Event Block Rate Schedule (i.e., the date of such first Event Night is beyond the five (5) year period covered by the then current Owner's Subsequent Projected Event Block Rate Schedule), the Event Block Minimum Rate reflected in the then current Owner's Subsequent Projected Event Block Rate Schedule shall be used but shall be adjusted by an usual and customary industry inflation factor as reasonably agreed upon by the Owner, the Operator, and the CVB.

(f) Annually and not to exceed more than one time each year, upon receipt of the Owner's Initial Projected Event Block Rate Schedule or the Owner's Subsequent Projected Event Block Rate Schedule (as applicable), CVB, at its sole cost and expense, shall have the right to hire a nationally recognized consulting firm with an expertise in hotel rate forecasting studies (e.g. HVS, CBRE Hospitality Research, or similar companies) to produce a study projecting reasonable group rates in a format mirroring the Owner's Initial Projected Event Block Rate Schedule or Owner's Subsequent Projected Event Block Rate Schedule (as applicable) (the "**Consultant Study Group Rate**"). The Consultant Study Group Rate shall take into account historic penetration

trends of the Hotel against its competitive set (with comparable sized convention district assets of similar quality and against regional competitive supply such as convention headquarter hotels in nearby peer markets to Cincinnati such as Louisville, KY; Cleveland, OH; Columbus, OH; Pittsburgh, PA; and similar locations). The Consultant Study Group Rate shall also account for seasonality and day-of-week trends as projected against the annual approved budget for the hotel to forecast group rates. If the Consultant Study Group Rate provides the basis of the Event Block Minimum Rate pursuant to Section 4.01(a), the schedule shall remain in effect for the remainder of the calendar year in which the Consultant Study Group Rate is produced and shall then be replaced in any subsequent calendar year by a new Event Block Minimum Rate commissioned pursuant to this Section 4.01(f). For the calendar year following the Hotel Opening, the Event Block Minimum Rate shall be based on the annual projected average daily rate and/or group rate as projected in the annual budget agreed to between the Operator and Owner.

4.02 General Matters Regarding Rates

All rates described are for single rooms. Double occupancy rooms may be quoted at a rate not greater than twenty percent (20%) above the single room rates. Triple and quad occupancy rooms may be quoted at rates with an increase of not greater than thirty percent (30%) above the single room rates. Suites may be quoted with an increase above standard room rates consistent with market practice, as reasonably determined by the Operator.

4.03 Adjustments Due to Market Increase

If Operator can demonstrate to CVB's reasonable satisfaction that, as a result of extraordinary market conditions, market rates for group events at the Test Set (hereafter defined) are in excess of 110% of the rates set forth in the Owner's Initial Projected Event Block Rate Schedule or then-applicable Owner's Subsequent Projected Event Block Rate Schedule, then upon approval thereof by CVB in writing (such approval not to be unreasonably withheld, conditioned or delayed), the Owner shall be permitted to adjust the Event Block Minimum Rate to the market rate for group events at the Test Set. For purposes hereof, the term "**Test Set**" means those hotels generally in the same hotel market and market segment as the Hotel, as determined in accordance with the terms of the Management Agreement. As of the Effective Date, Owner anticipates that the Test Set may include the Hyatt Regency Cincinnati; the Westin Cincinnati; the Hilton Cincinnati Netherland Plaza, the Renaissance Cincinnati Downtown Hotel, and the Embassy Suites by Hilton Cincinnati RiverCenter; provided however, that the foregoing Test Set is provided to CVB for illustrative purposes only, and is subject to change from time to time during the Term, with any such changes to be provided to CVB at least 10 business days in advance of such change becoming effective.

4.04 Confidentiality.

(a) Subject to its obligations under the Ohio Code and applicable ordinances binding on the CVB (collectively the "**Government Disclosure Requirements**"), CVB will not disclose any Initial Offer or Amended Offer, any information provided by Operator under Section 3.01(m) or any information obtained pursuant to Section 4.01 to any person or entity other than (i) its employees, accountants, counsel and other consultants who have a need to know such information, (ii) the Owner and its officers, directors, employees, accountants, counsel and other consultants,

(iii) the Owner's existing and proposed lenders, (iv) Operator and its officers, directors, employees, accountants, counsel and other consultants, (v) prospective purchasers of the Hotel, (vi) the City, (vii) the County, or (viii) in connection with any legal proceeding (or alternative dispute resolution procedure) between the CVB and the Owner and/or the Operator, provided that the CVB shall use reasonable efforts to obtain confidential treatment of same to the maximum extent permitted under Government Disclosure Requirements. Neither the Owner nor the Operator will disclose any information provided by the CVB to the Owner or the Operator hereunder to any person or entity other than (1) their respective affiliates, and the employees, accountants, counsel and other consultants of the Owner, the Operator and their respective affiliates who have a need to know such information and their respective partners, members, shareholders, and other holders of direct or indirect beneficial interests in the Owner or the Operator, (2) the Owner's existing and proposed lenders and investors and any proposed replacement Operator, (3) prospective purchasers of the Hotel or (4) in connection with any legal proceeding (or alternative dispute resolution procedure) between the CVB and the Owner and/or the Operator, provided that the Owner and the Operator shall use reasonable efforts to obtain confidential treatment of same.

(b) CVB shall use its good faith efforts to provide timely written notice to the Owner and the Operator of any request received by CVB pursuant to Government Disclosure Requirements requesting information held by CVB to which the Owner or the Operator may assert "confidential business information" or "trade secret" status under Government Disclosure Requirements, all for the purpose of providing the Owner and the Operator an opportunity to seek to protect such information from disclosure. CVB makes no representation as to how the chief administrative officer for appeals or appeals board will rule on any open records request, but, subject to CVB's obligations under Government Disclosure Requirements and subject to the Owner or the Operator timely filing an appeal seeking non-disclosure of the requested information, the CVB agrees to withhold disclosure of information covered by this Section until required to release it and to cooperate with the Owner and the Operator in asserting its exemption claims under Government Disclosure Requirements.

ARTICLE V
STANDARDS OF HOTEL OPERATION

5.01 Standards

At all times during the term of this Agreement, the Owner shall, to the extent the Hotel is being operated (or, pursuant to the Development Agreement, required to be operated), require the Operator to operate and manage the Hotel in accordance with the Management Agreement, the Franchise Agreement and (to the extent the Hotel is required to be operated pursuant to the Development Agreement) the applicable provisions of the Development Agreement. The Owner shall require as a condition of any Management Agreement between the Owner and an Operator or any Franchise Agreement that the Operator will agree to abide and be bound to the terms and conditions of this Agreement. At all times when there is no Management Agreement or Franchise Agreement, the Owner shall, to the extent the Hotel is being operated, operate, or require an Operator to operate, the Hotel in a manner generally consistent with the general physical and service standards applicable to other similar convention center hotels and (to the extent the Hotel is required to be operated pursuant to the Development Agreement) in accordance with the applicable provisions of the Development Agreement.

ARTICLE VI
RESERVED.

ARTICLE VII
NO LIABILITY FOR POTENTIAL CONVENTION CENTER CUSTOMER; OWNER RESPONSIBILITY TO REQUIRE OPERATOR TO PERFORM

7.01 No Liability to CVB

In no event shall CVB be in any way responsible or liable for the performance by any Potential Convention Center Customer of its obligations under its contract with the Owner or the Operator or for any charges, liabilities or other sums owed by, or liabilities of, such Potential Convention Center Customer (or for those for whom it blocks rooms) to either the Owner or the Operator.

7.02 Owner and Operator Responsibility; Authority to Grant Consents and Make Decisions

The Owner shall require the Operator to perform all of the covenants and agreements of the Operator under this Agreement, and require the Operator to observe all of the covenants and agreements of Operator hereunder, and by entering into a Management Agreement, Operator shall, notwithstanding any contrary provision of its Management Agreement, be directly responsible to CVB for the performance of the Operator's obligations hereunder. Furthermore, all actions, consents, decisions, elections, offers, and determinations made hereunder by the Operator with respect to covenants and obligations of the Operator under this Agreement shall be binding upon both the Owner and the Operator for purposes of this Agreement. The Owner shall delegate any or all of such responsibilities hereunder to any Operator pursuant to a Management Agreement, but no such delegation shall release or relieve the Owner from its obligation to perform, or cause to be performed, all of its covenants and agreements set forth herein.

ARTICLE VIII
EVENTS OF DEFAULT

8.01 Default

A default under the terms of this Agreement shall occur if any party hereto shall default in the performance of any of the terms, conditions, duties or covenants contained in this Agreement to be performed or observed by it, and such party does not remedy such default within the notice, cure and/or grace period specified in this Agreement therefor, or if no such time is specified, within thirty (30) days after the date of Notice provided by the non-defaulting party or, if the default is of such character as to require more than thirty (30) days to remedy, then if such party fails to commence to cure and correct the default within said thirty (30) day period and thereafter prosecute such corrective action diligently and without interruption and complete the cure thereof within one hundred eighty (180) days following the date of the original Notice of such default (an "**Event of Default**"). Notwithstanding the foregoing, the failure of the Owner or the Operator to comply with the provisions of Article III hereof within the time frames set forth therein shall, if not cured within ten (10) Business Days following written notice from the CVB to the Owner and the Operator, constitute an Event of Default by the Owner hereunder without the need of any additional Notice and without any further opportunity to cure such Event of Default. All Notices of default

shall be provided to the Owner and to the Operator and shall also be given to the Owner's mortgagee (provided such mortgagee has provided Notice to CVB of its name and address where Notices to it hereunder are to be sent).

8.02 Remedies

If an Event of Default under this Agreement has occurred because of a breach of any provision hereof by the CVB, on the one hand, or the Owner on the other hand, the non-defaulting party shall have the right, at any time after the occurrence of said Event of Default to (i) initiate and thereafter prosecute an action in equity for the specific performance of any covenants or obligations to be performed by the defaulting party hereunder (CVB shall also have the right to seek and obtain an order of specific performance against the Operator so as to compel Operator, in its capacity as such under the Management Agreement, to comply herewith) or (ii) if a court of competent jurisdiction fails to award the remedy of specific performance available to the non-defaulting party under Section 8.02(i) hereof, the non-defaulting party may seek actual damages, but not consequential or punitive damages in accordance with the arbitration procedure set forth in Section 8.04. In no event, however, shall this Agreement be terminated due to an Event of Default (provided that the foregoing shall not limit the provisions of Section 2.02).

Each party acknowledges and agrees that its covenants, obligations and agreements set forth in this Agreement are a material and fundamental inducement to the City and County in executing and delivering the Development Agreement and to other party's agreement to enter into this Agreement and to proceed with the development of the Hotel (in the case of the Owner), and for the agreements of each party set forth in the Development Agreement, such that actual damages may not be an adequate remedy at law for the breach hereof by CVB, the Owner or the Operator. Accordingly, any party shall be entitled to seek relief mandating action by CVB, the Owner and/or the Operator hereunder in accordance with this Agreement. In addition, each party recognizes and agrees that monetary damages could not be calculated to compensate the other party for any breach by the defaulting party of the covenants and agreements contained in this Agreement. Each party may restrain and enjoin any breach or threatened breach of any covenant, duty or obligation of the other party contained in this Agreement without the necessity of (i) posting a bond or other security, (ii) any showing of irreparable harm, balance of harms, consideration of public interest or the inadequacy of monetary damages as a remedy, or (iii) that the administration of an order for injunctive relief would be impracticable. In the event of any breach or threatened breach of any covenant, duty or obligation contained in this Agreement, the party breaching (or threatening breach) stipulates and agrees that the balance of hardships which weigh in favor of injunctive relief and that non-breaching party may seek and obtain injunctive or other form of ancillary relief from a court of competent jurisdiction in order to maintain the status quo and enforce the terms of this Agreement on an interim basis pending the outcome of the dispute or controversy hereunder.

[1]The Owner agrees to include in each Management Agreement a provision similar to the foregoing under which the Operator makes such agreements to the Owner with respect hereto and specifically

[1] PRIOR TO EXECUTION OF MANAGEMENT AGREEMENT, PARTIES TO CONFIRM THAT THIS PROVISION IS INCLUDED IN THE MANAGEMENT AGREEMENT.

agrees that the CVB shall have the right to specifically enforce against the Operator the provisions of this Agreement.

8.03 Owner's Reservation of Rights

Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall in no way limit the Owner's or the Operator's rights and remedies against a Potential Convention Center Customer resulting from such Potential Convention Center Customer's default under a contract with Owner or Operator.

8.04 Dispute Resolution

Any and all disputes, claims or controversies arising out of, in connection with or relating to this Agreement, if not the subject of an action for specific performance by either party as provided in Section 8.02(i), shall be resolved by final arbitration before one neutral arbitrator in accordance with the then applicable commercial rules of the American Arbitration Association (AAA). Any arbitration shall take place in Cincinnati, Ohio. Judgement upon any award rendered by the arbitrator may be entered by any state or federal court having competent jurisdiction thereof. The parties agree that the arbitrator(s) shall have the power to award all costs of the arbitration and reasonable expenses in connection therewith, including (without limitation) reasonable attorney's fees and expenses, to the prevailing party. Either party may, without inconsistency with this agreement to arbitrate, seek from a court any provisional remedy that may be necessary for establishment of the arbitral tribunal or to invoke the power of the arbitrator for determination of the merits of the applicable dispute or controversy.

ARTICLE IX
ADDITIONAL PROVISIONS

9.01 Exculpation

The liability of the Owner (and of any successor "Owner" hereunder during its period of ownership of the Hotel Site) under this Agreement shall be limited to its interest in the Hotel. CVB agrees that none of the Owner's or the Operator's direct or indirect partners, members, managers, joint venturers, shareholders, directors, officers, agents and employees shall have any personal liability with respect to, or arising out of, this Agreement. In no event shall any officer, director, agent, or consultant of CVB, nor any employee or public official of the CVB, ever have any personal liability with respect to or arising out of this Agreement.

9.02 Miscellaneous

If any term of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term shall not be affected thereby. This Agreement may be changed, waived, modified or supplemented only by an instrument in writing signed by the Owner and the CVB. The headings in this Agreement are for purposes of reference only and shall not limit or define the meaning hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

9.03 Estoppel Certificate

Within ten (10) Business Days after request therefor by any party hereto or by Operator or by the holder of any loan made to the Owner or the Operator, the other party(ies) shall execute and deliver to the requesting party a statement in writing and reasonably satisfactory to the requesting party and directed to the requesting party (and, if requested, to the holder of any loan made to the Owner or the Operator) certifying to such factual matters as may be reasonably requested by such requesting party, including without limitation (if such be the case) that (a) this Agreement is unmodified and in full force and effect, (b) to the certifying party's knowledge the requesting party is not in default hereunder or, if in default, the nature thereof in reasonable detail, and (c) there are no defenses or offsets to the Agreement claimed in writing by the other party.

9.04 Notices

Each Notice to be provided or given hereunder must be in writing and must be delivered or provided in one of the following methods: (a) certified mail, return receipt requested, postage pre-paid and addressed to the party to whom such Notice is intended to be delivered; or (b) personal delivery to the addressee by courier or other means of hand delivery. Notice delivered by certified mail pursuant hereto shall be effectively given and received on the third (3rd) business day following deposit of the same in the United States Mail, postage pre-paid, addressed properly to the party to whom such notice intended. Notice by personal delivery shall be effectively given and received upon delivery thereof to the addressee as confirmed in writing by a receipt executed by and retained by the party delivering such Notice.

to CVB:

_____
Address
City, State, Zip code
Attention:

with copy to:

_____
Address
City, State, Zip code
Attention:

[Add Legends and City]

to the Owner:

Cincinnati CH (OH), LLC
c/o Portman Holdings, LLC
303 Peachtree Center Avenue
Suite 575
Atlanta, Georgia 30303
Attention: S. Jefferson Greenway

to the Operator: _____

Address
City, State, Zip code
Attention:

with a copy to: _____

Any mortgagee, trustee or beneficiary under any mortgage or deed of trust on the Hotel may by Notice to the parties set forth hereinabove designate an address to which Notices to it hereunder shall be sent. Any such party may from time to time by Notice as herein provided, designate a different address to which Notices to it shall be sent.

9.05 Transfer of Owner's or Operator's Interest

(a) In the event of the sale, assignment or transfer by the Owner of its fee interest in the Hotel Site (other than a collateral assignment to secure a debt of the Owner) to a successor in interest (who shall, upon acceptance of title to or an interest in the Hotel Site or any part thereof, be deemed to have assumed the obligations of the Owner hereunder arising from and after the date of such acceptance), the transferring Owner shall be released or discharged from all of its covenants and obligations hereunder, except such obligations as shall have accrued prior to any such sale, assignment or transfer; and CVB agrees to look solely to such successor in interest of the Owner for performance of such subsequently occurring obligations. Notwithstanding the provisions of the preceding sentence, any successor Owner hereunder shall in all respects be obligated to honor any contract or agreement previously executed with a Potential Convention Center Customer in accordance with its terms and shall be bound by any outstanding Initial Offers or Amended Offers, each Room Block Request Notice and the Event Rate then in effect subject to and in accordance with the provisions of Article III.

(b) In the event that the Management Agreement with any Operator expires or terminates for any reason, the Operator under such Management Agreement shall be relieved from any obligations arising hereunder from and after the date upon which, as a consequence thereof, such Operator is no longer operating the Hotel. The Owner shall be obligated to secure the written consent and agreement of any replacement third-party Operator to comply with all of the terms, provisions and conditions set forth herein; provided, that, a failure by the Owner to do so shall in no way release or relieve the Owner or any such third-party replacement Operator from performing the obligations of the Owner and the Operator hereunder.

9.06 Superiority of Agreement; Covenant Running with the Hotel Site

The provisions of this Agreement shall constitute a restrictive covenant running with the Hotel Site binding upon each owner thereof, and any and all operators or managers of the Hotel thereon, and each and every other person or entity claiming or holding any interest in the Hotel Site, shall inure to the benefit of CVB, and shall apply to any hotel now or hereafter located on the Hotel Site, or any portion thereof. Notwithstanding the foregoing, the parties acknowledge that the building located on the Hotel Site includes a number of non-hotel areas on the first two floors of the Hotel, such as retail and other common area spaces (the "Non-Hotel Areas"). In the event that

Owner legally divides that Hotel Site during the Term to separate any of the Non-Hotel Areas from the Hotel, this Agreement shall not bind or encumber such Non-Hotel Areas.

9.07 Gender; Singular and Plural

As used herein, the neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a corporation, partnership or other legal entity when the context so requires. The singular number includes the plural, and vice versa, whenever the context so requires.

9.08 Nature and Extent of Agreement; Governing Law; Venue

This Agreement contains the complete agreement of the parties regarding the terms and conditions of the Agreement. There are no oral or written conditions, terms, understandings or other agreements pertaining to the room block arrangements which have not been incorporated herein. The laws of the State of Ohio shall govern the validity, interpretation, performance and enforcement of this Agreement, without regard to conflicts of law principles. Hamilton County, Ohio shall be the exclusive venue for all suits or other legal actions arising out of this Agreement.

9.09 Attorney's Fees

Should any legal action be brought by either party to this Agreement because of a breach of or an Event of Default under this Agreement or to enforce any provision of this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and such other costs as may be found by the court (subject to the limitations set forth herein).

9.10 Recording of Memorandum

The parties shall execute and record a memorandum of this Agreement (the "**Memorandum**") in the Hamilton County Recorder's Office. Upon termination of this Agreement, the parties will promptly record a termination of such Memorandum, or otherwise cause the Memorandum to be removed from the land records. In addition, if Owner legally separates any of the Non-Hotel Areas from the Hotel on the Hotel Site, the parties will promptly record a release of the Memorandum from such Non-Hotel Areas. The foregoing obligation shall survive the termination of this Agreement.

9.11 Third Party Beneficiary

Notwithstanding any provision hereof to the contrary, it is specifically acknowledged and agreed that, as owner of the Convention Center, to the extent of its rights hereunder or under the Development Agreement, the City is a third party beneficiary of this Agreement entitled to enforce such rights in its own name. Such third party beneficiary rights may not be assigned by the City to any other party.

9.12 Binding Effect

Subject to express provisions hereof to the contrary, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns during the Term hereof.

[End of Page]

Each of the parties hereto has caused this Agreement to be duly executed by their lawfully authorized representatives effective as of the Effective Date.

OWNER:

Cincinnati CH (OH), LLC
a Delaware limited liability company

By:_____
Name:_____
Its: Authorized Signatory

CVB: [SIGNATURE BLOCKS TO BE REVISED]

By: _____
Name: _____
Title: _____

Approved as to Form and Legality:

_____
Title: _____

4932-9332-3108, v. 4

EXHIBIT A
to Marriott Room Block Agreement

HOTEL SITE and LEGAL DESCRIPTION

[TO BE ATTACHED]

4932-9332-3108, v. 4

EXHIBIT J-2
to Development Agreement

FORM OF WESTIN ROOM BLOCK AGREEMENT

[To be attached to execution version]

EXHIBIT K
to Development Agreement

FORM OF RESTRICTIVE COVENANT

SEE ATTACHED

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

RESTRICTIVE COVENANT AGREEMENT WITH PURCHASE OPTION (CONVENTION CENTER HOTEL PROJECT)

This RESTRICTIVE COVENANT AGREEMENT WITH PURCHASE OPTION (CONVENTION CENTER HOTEL PROJECT) (this "**Covenant**") is made as of the Effective Date (as defined on the signature page hereof), by and among **CINCINNATI CH (OH), LLC**, a Delaware limited liability company ("**Developer**") with an address which is 303 Peachtree Center Ave. NE #575, Atlanta, Georgia 30303, the **CITY OF CINCINNATI**, **OHIO**, an Ohio municipal corporation, with an address which is 801 Plum Street, Cincinnati, Ohio 45202 (the "**City**") and the **BOARD OF COUNTY COMMISSIONERS OF HAMILTON COUNTY, OHIO**, an Ohio political subdivision, with an address which is Todd B. Portune Center for County Government, 138 E. Court Street, Room 603, Cincinnati, Ohio 45202 (the "**County**"). Capitalized terms not defined herein shall have the meaning given to them in the hereinafter defined Development Agreement.

Recitals:

A. Developer is the owner of certain real property located in downtown Cincinnati, Ohio, commonly referred to as [*Updated Street Address for Consolidated Parcel*] as more particularly described on Exhibit A (Legal Description) hereto (the "**Convention Center Hotel Project Site**"). Developer has committed to developing a project upon the Convention Center Hotel Project Site as required under the Development Agreement (collectively, the "**Convention Center Hotel Project**").

B. In furtherance of the development and financing of the Convention Center Hotel Project, Developer, the City, and the County entered into that certain *Development Agreement* dated _____ __, 2026 (the "**Development Agreement**"), whereby the City and the County each agreed to extend certain incentives to Developer and the Convention Center Hotel Project to facilitate the financing and construction of the Convention Center Hotel Project, including (i) the City's implementation of tax increment financing upon the Convention Center Hotel Project Site pursuant to Ohio Revised Code ("**ORC**") Section 5709.41; (ii) the City's exemption of the Convention Center Hotel Project Site from the payment of City TOT Service Payments pursuant to ORC Section 5739.093; (iii) the City's assistance with the formation of a new community authority pursuant to ORC Chapter 349.01, *et. seq.*; (iv) the City's extension of a $50,000,000 loan (the "**City Loan**") to Developer; (v) the City's extension of a $[48,000,000] loan to Developer using the Pass-Through City Assistance (the "**Pass-Through Loan**"); and (vi) the County's exemption of the Convention Center Hotel Project Site from the payment of County TOT Service Payments pursuant to ORC Section 5739.093.

C. To further assist Developer with the development of the Convention Center Hotel Project and specifically the configuration and assemblage of the Convention Center Hotel Project Site, the City entered into that certain *Real Estate Agreement* dated _____ ___, 2026 (the "**Real Estate Agreement**"), with Developer and Whex Garage LLC, an Ohio limited liability company ("**Whex**"), providing for the City's cooperation with respect to the granting of easements, vacation of rights-of-way, and conveyances of various interests to facilitate the configuration of the Convention Center Hotel Project Site and certain improvements and appurtenances benefitting the Convention Center Hotel Project Site and the

Convention Center Hotel Project, including an elevated and enclosed pedestrian skybridge to connect the Convention Center (as defined below), the Whex Garage (defined below), and the Convention Center Hotel Project (the "**Skybridge**"), to be owned and operated by Developer (collectively, the "**City Real Property Contributions**").

D. In its capacity as the owner and operator of the Cincinnati Convention Center (the "**Convention Center**") located at 525 Elm Street, Cincinnati, Ohio, the City has further entered into a certain *Reciprocal Covenants, Restrictions, and Easements Agreement (Convention Center-Hotel Garage Skybridge)* recorded in Official Record Book _____, Page _____ of the Hamilton County, Ohio Recorder's Office (the "**Skybridge REA**") with Developer and Whex governing the operation and maintenance of the Skybridge and permitting the Skybridge to connect to the Convention Center to facilitate ingress and egress to and from the Convention Center Hotel Project to the Convention Center, which connection constitutes a material benefit to the Convention Center Hotel Project.

E. The City further anticipates that after the execution and delivery of this Covenant, it may accept title from Whex to that certain structured parking facility located adjacent to the vacated right-of-way formerly known as Home Alley (the "**Whex Garage**") and across Fifth Street from the Convention Center; it being understood that the Whex Garage has been made subject to a certain Reciprocal Covenants, Restrictions and Easements Agreement (Home Alley) recorded in Official Record Book _____, Page _____ of the Hamilton County, Ohio Recorder's Office (the "**Home Alley REA**"), which grants certain interests and easements in favor of Developer pertaining to the use of vacated Home Alley for the benefit of the Convention Center Hotel Project Site.

F. As a condition of the City's and County's execution of the Development Agreement and the extension of the assistance and incentives contemplated therein as well as of the City's execution of the Real Estate Agreement, and the Skybridge REA, the City has required that Developer memorialize certain obligations herein with respect to the repayment of the City Loan, and the City and the County have required Developer memorialize certain obligations herein with respect to the operation of the Convention Center Hotel Project.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00), the receipt of which is hereby acknowledged by Developer, City, and County and other good and valuable consideration, Developer hereby grants and conveys to the City the rights to enforce the covenants pertaining to the repayment of the City Loan as hereinafter provided and to the City and the County the rights to enforce the covenants pertaining to the operation of the Convention Center Hotel Project as hereinafter provided, and in connection therewith, has determined to subject the Convention Center Hotel Project Site to the following covenants and restrictions, which covenants and restrictions shall be deemed to run with the land and shall be binding on Developer and future owners of all or any portion of the Convention Center Hotel Project Site and the Convention Center Hotel Project (collectively referred to as "**Owne**r").

16. CITY LOAN REPAYMENT COVENANTS.

(A) Construction Savings Covenant. In consideration for the City's extension of the City Loan to Developer to pay a portion of the costs of the Convention Center Hotel Project, Owner hereby covenants and agrees to cause the City Loan to be repaid, in part, from 50% of any Construction Period Savings, up to the City's maximum share of the Savings Cap, in all cases as more fully set forth in the Development Agreement (the "**Construction Savings Covenant**").

(B) **Incentive Recoupment Payment**. As further inducement for the City to extend the City Loan to Developer, Owner covenants and agrees to pay to the City, concurrently with the closing of a Qualifying Sale (as defined below), the Incentive Recoupment Payment (the "**Incentive Recoupment Payment Covenant**" and, together with the Construction Savings Covenant, the "**City Loan Repayment Covenants**"); provided that notwithstanding anything to the contrary herein, Owner's obligation to pay the Incentive Recoupment Payment shall wholly terminate and cease to be effective as of the 10th anniversary of Construction Completion. Notwithstanding anything to the contrary in this Covenant or the Development Agreement, no Incentive Recoupment Payment shall be payable in connection with any sale or transfer

that is not a Qualifying Sale. Owner shall provide at least 30 days' prior written notice to the City before the closing of a Qualifying Sale, together with any and all documentation required hereunder with respect to the determination of the Incentive Recoupment Payment. Owner shall promptly provide any additional documentation requested by the City in order to determine the amount of the Incentive Recoupment Payment in accordance with this provision.

(i) For purposes of the foregoing Incentive Recoupment Payment Covenant, the below terms shall have the following meanings:

(a) "**Adjusted Project Cost**" means through the 4th anniversary of Construction Completion, $325,000,000, and which amount increases annually thereafter by 3% (i.e., thereafter, $334,750,000.00 through the 5th anniversary, $344,792,500.00 through the 6th anniversary, $355,136,275.00 through the 7th anniversary, $365,790,363.25 through the 8th anniversary, $376,764,074.15 through the 9th anniversary, and $388,066,996.37 through the 10th anniversary);

(b) "**Affiliate Transfer**" means any transfer of any portion of the Convention Center Hotel Project or Property, assignment of the rights or interests of Owner under the Development Agreement or the other Project Documents, or sale, transfer, or conveyance of all or any portion of the direct or indirect membership or beneficial interest in Owner or any member or other owner of such entity (each an "**Owner Party**"), in each case, to (a) any successor or surviving entity resulting from a merger, acquisition, or consolidation with any Owner Party; (b) any entity succeeding to all or a substantial portion of any Owner Party's business or an entity to whom such Owner Party has sold all or substantially all of its assets; (c) any related entity, subsidiary, or parent company of any Owner Party; (d) any entity in which any Owner Party has a controlling interest; or (e) any affiliate of any Owner Party's parent. Notwithstanding the foregoing, any transfer or series of transfers in a 24-month period of all or any portion of the direct or indirect membership or beneficial interest in Owner or an Owner Party that results in a Change of Control, other than in connection with an Affiliate Transfer under (a) or (b) above, shall be excluded from the definition of Affiliate Transfer;

(c) "**Estate Planning Transfer**" means any inter vivos or testamentary sale, transfer, or conveyance by any person of all or any portion of the direct or indirect beneficial ownership interest in Owner to (a) one or more immediate family members of such person, (b) a trust or other entity in which all the beneficial interest is held by such person or one or more immediate family members of such person, or (c) a charitable organization; provided, that in each case (i) such transfer is made in connection with such person's bona fide, good faith estate planning, and (ii) such transfer does not result in a Change of Control. Estate Planning Transfer shall also include any transfers resulting from an amendment, restatement, modification, revision, or other change to an existing trust, provided the foregoing requirements in (i) and (ii) are satisfied;

(d) "**Exempt Transfer**" means (a) any Affiliate Transfer, (b) any Estate Planning Transfer, or (c) any sale, transfer, or conveyance in connection with the exercise by any lender (including, without limitation, any mezzanine lender or preferred equity investor) of its remedies under its loan documents or organizational documents with respect to its security in the Convention Center Hotel Project (e.g., foreclosing on Owner's interest in the Convention Center Hotel Project or accepting a deed in lieu of foreclosure or Owner's interests therein)(any sale, transfer or conveyance under clause (c) is a "**Foreclosure**");

(e) "**Incentive Recoupment Payment**" means an amount equal to the Sales Participation Excess multiplied by 25%;

(f) "**Net Sale Proceeds**" means (a) the gross sale proceeds (including any non-monetary consideration, such as assumption of loans (excluding the Loan and Pass-Through Loan), payment in kind, or otherwise), with respect to a Qualifying Sale, less any reasonable, actual, documented, and customary costs of the sale, such as brokerage fees, transfer taxes, recording fees, and so forth, divided by (b) 100%, or, if the Qualifying Sale involves a sale of less than 100% of the direct or indirect ownership interests in Owner or the Convention Center Hotel Project, the percentage of direct or indirect

ownership interests that are sold pursuant to the Qualifying Sale (e.g., if 51% of the direct or indirect ownership interests in Owner or the Convention Center Hotel Project are sold, such percentage would equal 51% and not 100%);

(g) "**Qualifying Sale**" means either of the following taking place after the Effective Date (but excluding Exempt Transfers): (a) a sale, transfer, or conveyance of the Convention Center Hotel Project and the Property; or (b) any transaction or series of transactions in any 24-month period in which more than 50% of the direct or indirect ownership interests in Owner or the Convention Center Hotel Project are transferred; and

(h) "**Sales Participation Excess**" means an amount, if positive, that is equal to the Net Sales Proceeds less the Adjusted Project Cost.

This Section 1.2 shall only be applicable to the first, if any, Qualifying Sale and shall not be applicable to any subsequent sales, transfers or conveyances.

17. HOTEL OPERATING COVENANT AND CONVENTION CENTER O&M AND MANAGEMENT REQUIREMENT.

(A) **Hotel Operating Covenant**.

(i) **Quality Standards Covenant.** Following completion of construction of the Convention Center Hotel Project, Owner covenants and agrees to commence, and continuously operate the Convention Center Hotel Project in accordance with the Quality Standards (as defined below) as a convention center hotel and not use the Convention Center Hotel Project for any use inconsistent with such operation (the "Operating Covenant"). For purposes of this Covenant, "Quality Standards" means (i) the performance benchmarks and hospitality industry standards equal to or exceeding a hotel rated in the "upper upscale" segment by STR, Inc. a division of CoStar Group, Inc. (if STR, Inc. ceases to exist, ceases to publish hotel class segment ratings or the parties no longer deem STR, Inc. suitable for the purpose identified herein, then, in either such event, the parties shall mutually agree upon a reputable replacement hospitality industry research and benchmarking organization to replace STR, Inc.), or (ii) any performance benchmarks and hospitality industry standards otherwise proposed by Owner and approved by the City and the County, which approval shall not be unreasonably withheld, conditioned or delayed. The Marriott brand, Hyatt brand, Omni brand, and Hilton brand, shall each be deemed to be part of the "upper upscale" segment.

(ii) **Convention Center O&M and Management Requirement**. Subject to a Facility Operations Force Majeure Event (as defined below), the City will cause the Convention Center to be continuously operated and managed and physically maintained to at least the standard of quality consistent with the principal convention centers (the "**Comparator Convention Centers**") operated by each of the cities of Columbus, Cleveland, Louisville, and Pittsburgh (the operations and management component of this covenant is the "**Convention Center Management Standard**" and the physical maintenance component of this covenant is the "**Convention Center Maintenance Standard**; each of the Convention Center Management Standard and the Convention Center Maintenance Standard, individually is the "**Convention Center O&M and Management Requirement**"). The City shall be deemed to be in compliance with the Convention Center Management Standard so long as the City has either (a) engaged a nationally recognized third-party operator experienced in managing similarly situated convention centers, or (b) with Owner's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, undertaken the management of the Convention Center with City personnel or personnel of a quasi-governmental agency established for the purpose of managing the Convention Center, in each case, pursuant to industry standard management and operating procedures, which shall be delivered to Owner for its review. Notwithstanding anything to the contrary contained herein, in the event the City terminates the third-party operator of the Convention Center or the term of any such operator's agreement has expired, the Convention Center Management Standard shall be automatically suspended and Owner shall be precluded from sending an Initial Convention Center Deficiency Notice (as defined below) until the sooner to occur of (i) the date upon which the City takes final action to comply with the Convention Center Management Standard, or (ii) 180 days.

(iii) **Facility Operations Force Majeure Event**. A "**Facility Operations Force Majeure Event**" means, as the context may provide, (a) flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, typhoon, tornado, tsunami, or other adverse weather events, in each case, that occurs on the Property or at the Convention Center at levels in excess of the historic annual averages for the Property or the Convention Center and that could not have reasonably been prevented by Owner with respect to the Property or the City with respect to the Convention Center; (b) terrorist attacks, war, insurgency, strikes, lockouts or other labor disputes that prevent the operation of the Convention Center Hotel Project or the Convention Center, as applicable; or (c) epidemic or pandemic (excluding any delay or non-performance by Owner or the City, as the case may be, caused by COVID-19 that would be reasonably anticipated as of the Effective Date); provided however, in no event shall a Facility Operations Force Majeure Event include the inability of either (i) Owner to perform its obligations under this Covenant, or (ii) the City to operate the Convention Center in accordance with Section 2.1.2, solely, in each such case, by reason of lack of sufficient funds required for performance of such obligations or by reason in general economic conditions affecting the hotel industry regionally, in the case of Owner, or affecting the convention center industry regionally, in the case of the City, and, in each case, not attributable to any of the events referred to in clauses (a) through (c) above.

(iv) **Suspension of Operating Covenants**.

(a) **Circumstances of Suspension.** The Operating Covenant will be deemed suspended during (a) Facility Operations Force Majeure Events, provided that (x) within 30 days of learning of any such Facility Operations Force Majeure Event, Owner notifies the City and the County in writing thereof and of the cause or causes thereof and of the duration thereof or, if continuing, the estimated duration thereof, and; (y) if the delay is continuing on the date of notification, within 30 days after the end of the delay, notify the City and the County in writing of the duration of the delay; (b) the period of time after a casualty or condemnation event affecting the Convention Center Hotel Project that is reasonably necessary to restore the Convention Center Hotel Project to operations consistent with the Marriott Room Block Agreement, this Covenant, and the Operating Covenant; (c) closures for maintenance or repairs in the ordinary course of business, to the extent it is reasonably necessary for portions of the Convention Center Hotel Project to be closed during such time, or in the event of an emergency; (d) temporary closures not exceeding 2 years for remodeling necessary to maintain compliance with the Quality Standards or the Hotel Management Agreement or the Hotel Franchise Agreement, to the extent it is reasonably necessary for portions of the Convention Center Hotel Project to be closed during such time; (e) any period that the Hotel Operator has defaulted under the Hotel Management Agreement or the Franchisor has defined under the Hotel Franchise Agreement, if such default consists of or results in a breach of the Operating Covenant, provided that Owner is using commercially reasonable efforts to enforce such default against the Hotel Operator or Franchisor, as applicable; and (f) the period of time during which a failure of the Convention Center O&M and Management Requirement is ongoing after receipt of any Initial Convention Center Deficiency Notice; provided, that the City shall have any such cure periods provided for below.

(b) **Suspension and Termination of Hotel Operating Covenant Due to Violation of Convention Center O&M and Management Requirement.**

(1) Initial Convention Center Deficiency Notice. In order to suspend the Operating Covenant pursuant to Section 2.1.4.1(f), Owner must deliver to the City and the County written notice (the "**Initial Convention Center Deficiency Notice**") by no later than 90 days after Owner learns of such failure to satisfy the Convention Center O&M and Management Requirement, together with the date upon which the failure commenced (the "**Convention Center Deficiency Commencement Date**"), and, (i) if the failure is based on a breach of the Convention Center Maintenance Standard, a detailed description of the physical conditions that demonstrate the Convention Center Maintenance Standard is not being satisfied with reference to any or all of the Comparator Convention Centers and the specific physical conditions present in such Comparator Convention Centers that are not presently reflected or being properly maintained at the Convention Center, and/or (ii) if the failure is based on a breach of the Convention Center Management Standard, a written

statement that the City and the County have failed to maintain compliance with the Convention Center Management Standard and the circumstances underlying such failure.

(2) Maintenance Remedy Plan. Within 30 days of delivery of an Initial Convention Center Deficiency Notice based on a failure to meet the Convention Center Maintenance Standard, the City and the County will commence with selecting a reputable third-party vendor to conduct a capital needs assessment for the Convention Center (each, a "**Capital Needs Assessment**"), which vendor shall be selected by the City and the County in their reasonable discretion. Thereafter, upon receipt of the Capital Needs Assessment, the City and the County will cooperate to devise a plan to address those physical conditions described in the Capital Needs Assessment that correspond to the physical conditions cited in the Initial Convention Center Deficiency Notice and are necessary to bring the Convention Center into compliance with the Convention Center Maintenance Standard (the "**Maintenance Remedy Plan**"). Concurrent with the adoption of the Maintenance Remedy Plan, the City and the County covenant and agree to provide a copy of the same to Owner together with any corresponding Capital Needs Assessment and an estimated timeline for full implementation of the Maintenance Remedy Plan (such estimated timeline is the "**Maintenance Cure Period**").

(3) Management Remedy Plan. Within 30 days of delivery of an Initial Convention Center Deficiency Notice based on a failure to meet the Convention Center Management Standard, the City and the County will commence with addressing such failure by either (i) addressing any deficiencies with the existing operator that have resulted in the failure to meet the Convention Center Management Standard, or (ii) commencing with the selection of an operator that complies with the Convention Center Management Standard (the "**Management Remedy Plan**"; each of the Maintenance Remedy Plan and the Management Remedy Plan, individually, is the "**Remedy Plan**"). The City and the County will devise the Management Remedy Plan to bring the Convention Center into compliance with the Convention Center Management Standard within 90 days of delivery of the Initial Convention Center Deficiency Notice (the "**Management Cure Period**"). Concurrent with the adoption of the Management Remedy Plan, the City and the County covenant and agree to provide a copy of the same to Owner.

(4) Owner Covenants Related to Remedy Plan; Remedy Review Meetings; Suspension. Owner covenants and agrees to refrain from frustrating the implementation of the Remedy Plan. During the implementation of any Remedy Plan, the City, the County, and Owner will thereafter meet no less frequently than on a quarterly basis to review the progress of the City in implementing the Remedy Plan. The Operating Covenant will be deemed suspended until such time as the Remedy Plan has been fully implemented to bring the Convention Center into compliance with the Convention Center O&M and Management Requirement.

(5) Second Convention Center Deficiency Notice; Termination of Hotel Operating Covenant. In the event that the City fails to bring the Convention Center into compliance with the Convention Center O&M and Management Requirement on or before the expiration of the Maintenance Cure Period or the Management Cure Period, as applicable, then provided Owner delivers written notice to the City and the County of such failure (the "**Second Convention Center Deficiency Notice**"), and the City fails thereafter to bring the Convention Center into compliance within 180 days of the date of the Second Convention Center Deficiency Notice, the Operating Covenant will terminate. In the event that the Operating Covenant terminates pursuant to this paragraph, then the City and County will cooperate with Owner to place of record a release of the Operating Covenant (in the form of an amendment to this Covenant or another commercially reasonable form) and, to the extent not then satisfied, the covenants concerning Construction Savings and the Incentive Recoupment Payment shall continue in full force and effect until satisfied.

(v) No Material Work on or Closure of Convention Center Without Owner Approval; Termination of Hotel Operating Covenant for Failure to Obtain Approval. The City shall provide Owner with at least 120 days' prior written notice of any material work or closure that the City intends to undertake relating to the Convention Center (other than the renovations currently (i.e., as of the Effective Date) underway (the "**Underway Renovations**") and any material work directly arising from a Facility Operations Force Majeure Event). For so long as this Covenant is in effect, except for work commenced in accordance with any Maintenance Remedy Plan (which work shall be deemed approved by Owner), the City will obtain the prior written approval of Owner in advance of undertaking any work (e.g., renovations, alterations or other work (including, without limitation, demolition work) to or closure of the Convention Center that (i) would result in a permanent reduction in the exhibition spaces within Exhibit Halls A, B, and C of the Convention Center (collectively, the "**Primary Exhibit Halls**") by more than 10% from the space available in the Primary Exhibit Halls immediately after the completion of the Underway Renovations, (ii) would result in more than 10% but less than 20% of the exhibition space within the Primary Exhibit Halls or the ancillary Convention Center meeting spaces (i.e., meeting rooms and ballrooms within Convention Center other than the Primary Exhibit Halls) (collectively, the "**Ancillary Meeting Spaces**") being unavailable for a period of more than 24 consecutive months, or (iii) would result in more than 20% of the Primary Exhibit Halls or the Ancillary Meeting Spaces being unavailable for a period of more than 12 consecutive months (each, "**Material Work or Closure**"). The failure of the City to obtain the approval of Owner for any Material Work or Closure shall permit Owner to send a termination notice to the City and the County. The Operating Covenant shall terminate within 90 days after the date of such termination notice. In the event that the Operating Covenant terminates pursuant to this paragraph, then the City and the County will cooperate with Owner to place of record a release of the Operating Covenant (in the form of an amendment to this Covenant or another commercially reasonable form) and, to the extent not then satisfied, the covenants concerning Construction Savings and the Incentive Recoupment Payment shall continue in full force and effect until satisfied.

(B) **Defaults and Remedies**.

(i) **Notice of Default; Remedies**. The City and the County shall each give Owner a written notice of any default with respect to the breach of any of the covenants herein, and shall provide Owner 90 days after such written notice, to cure any such violation or default, prior to seeking to enforce their respective rights and remedies hereunder (the "**RCA Cure Period**"); *provided however,* if the nature of the default is such that it cannot reasonably be cured during the RCA Cure Period, then so long as Owner has commenced to cure the default within such initial RCA Cure Period, Owner shall be entitled to an additional 180 days of RCA Cure Period. If Owner has diligently undertaken to cure the underlying default during the extended RCA Cure Period but has not cured the default, the City and the County may agree in their reasonable discretion to grant Owner additional time to cure such default. Upon failure by Owner to cure any such violation or default within the RCA Cure Period, the City and the County shall have the right to enforce any of the restrictions and covenants set forth herein by suit in equity or action by law, including but not limited to, the City's right to pursue actions to compel specific performance with respect to the City Loan Repayment Covenants, and the City's and the County's rights to pursue actions to compel compliance with the Operating Covenants

(ii) **Remedies Non-Exclusive**. The rights and remedies of the City and the County provided for in this Covenant are not exclusive and are in addition to any other rights and remedies available hereunder, at law, in equity or otherwise. No failure or delay by the City or the County to enforce any provision of this Covenant will constitute a waiver by the City or the County of that or any other provision, nor will any single or partial exercise of any right, power, privilege under this Covenant preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege by either the City or the County. For avoidance of doubt, the enforcement of the County's rights and remedies hereunder shall not preclude the City from simultaneously exercising its rights and remedies, including without limitation its rights under Section 3 below.

18. CITY'S PURCHASE OPTION RIGHTS.

(A) **Convention Center Hotel Project Purchase Option**. As additional inducement for the City to extend the City Loan and the Pass-Through Loan, make the City Real Property Contributions, and grant the rights under the Skybridge REA, Developer, on behalf of itself and all future Owners of the Convention Center Hotel Project Premises (defined herein), hereby grants to the City, a right to purchase the Convention Center Hotel Project Interests (as defined below) upon the occurrence and continuation of an event of default pertaining to the Operating Covenant for 365 days after the City's initial notice of default to Owner (the "**City Purchase Option**"). Upon vesting, the City Purchase Option shall continue thereafter for a period of 365 days. The failure of the City to exercise the City Purchase Option within such 365-day period shall be deemed a waiver of such right by the City. Upon timely exercising the City Purchase Option, the City shall have the right to purchase and Owner shall have the obligation to sell and convey to the City, subject to the terms below, all of the following items for the Convention Center Hotel Project Interests Purchase Price (as defined below) (collectively, the "**Convention Center Hotel Project Interests**"):

(i) Owner's right, title and interest in and to the Convention Center Hotel Project Site;

(ii) Owner's right, title, and interest in and to the Convention Center Hotel Project and all other buildings, improvements, and other items of real estate located on the Convention Center Hotel Project Site (collectively, the "**Improvements**," and together with the Convention Center Hotel Project Site, the "**Convention Center Hotel Project Premises**");

(iii) Owner's right, title, and interest in and to all of the following (collectively, the "**Convention Center Hotel Project Personal Property**"):

(a) Items of tangible personal property consisting of all furniture, fixtures, equipment, machinery and other tangible personal property located at the Convention Center Hotel Project and owned or leased by Owner as of the Purchase Option Closing Date (as defined below), including all inventories of food and beverage in opened containers and all in-use or stock of linens, china, glassware, silver, uniforms, towels, paper goods, stationery, soaps, cleaning supplies and the like with respect to the Convention Center Hotel Project on hand as of the Purchase Option Closing Date, but specifically excluding (x) any and all tangible personal property and/or trade fixtures owned or leased by tenants, occupants, concessionaires, licensees, guests, or employees of Owner, any Franchisor, the Hotel Operator, or any of their respective affiliates, (y) any and all (1) unopened alcohol inventory and (2) other alcoholic beverages to the extent that any applicable law prohibits the transfer of alcoholic beverages from Owner to City, and (z) any and all cash-on-hand, furniture, fixtures and equipment or other cash reserves, and petty cash funds;

(b) to the extent assignable, all intangible personal property owned or possessed by Owner and used exclusively in connection with the ownership or operation and maintenance of the Convention Center Hotel Project, including, without limitation, (1) utility and development rights and privileges, (2) restaurant names and other trade names and general intangibles pertaining to the Convention Center Hotel Project and the personal property related to the Convention Center Hotel Project (e.g., phone numbers, internet addresses and domain names), (3) the share of the final night's room revenue for the Convention Center Hotel Project of registered guests in occupancy from the preceding night through check-out time the morning of the Purchase Option Closing Date, including any City TOT Service Payments, County TOT Service Payments, Convention District NCA Charges attributable to the Convention Center Hotel Project, sales taxes, room taxes or other taxes or payments in lieu of taxes thereon (the "**Rooms Ledger**"), (4) reservations and agreements made or entered into prior to the Purchase Option Closing Date for rooms at the Convention Center Hotel Project to be utilized on or after the Purchase Option Closing Date, or for catering services or other hotel services to be provided on or after the Purchase Option Closing Date at or by the Convention Center Hotel Project (the "**Advanced Bookings**"), and (5) all licenses, permits, concessions and approvals required by any governmental authority, or otherwise appropriate with respect to the construction, ownership, operation, leasing, maintenance, or use of the Convention Center Hotel Project Site or any part thereof, but specifically excluding (x) any and all liquor licenses and permits or rights relating to the sale of liquor at the Convention Center Hotel Project, any proprietary information concerning Owner, and, (y) any and all intangible personal property owned or leased by tenants, occupants,

concessionaires, licensees, guests, or employees of Owner, any Franchisor, the Hotel Operator, or any of their respective affiliates;

(c) Owner's interest as lessor pursuant to all leases, concessions, license agreements, and occupancy agreements with respect to the Convention Center Hotel Project under which any tenants (other than registered guests) or concessionaires occupy space at the Convention Center Hotel Project (collectively, the "**Leases**") that are in effect on the Purchase Option Closing Date, if any;

(d) To the extent assignable, Owner's right, title, and interest in, if any, all written service, supply, trash removal, maintenance, construction, capital improvement and other similar contracts in effect with respect to the Convention Center Hotel Project Site related to the construction, operation, or maintenance of the Convention Center Hotel Project Site (collectively, the "**Contracts**") that City elects to assume, including the Management Agreement, any Hotel Franchise Agreement and any trademark agreements; and

(e) Notwithstanding anything contained in this Section 3.1 to the contrary, the following is specifically excluded from the Convention Center Hotel Project Personal Property, and none of the following shall be transferred to City: (a) Owner's cash in bank accounts and invested with financial or other institutions, (b) any accounts receivable accruing prior to the Purchase Option Closing Date except for the Rooms Ledger to the extent provided hereunder, (c) any credit card merchant numbers of Owner, (d) any insurance policies related to the Convention Center Hotel Project, including, without limitation, general liability, operational liability, business interruption, fire and casualty policies, and all proceeds and claims thereunder, (e) any asset management services provided for the benefit of Owner or the Convention Center Hotel Project by any affiliate of Owner, (f) any refunds (including, without limitation, refunds of real estate taxes) attributable to the period of time prior to the Purchase Option Closing Date, and (g) books and records relating to the period of time prior to the Purchase Option Closing Date, including any confidential personnel records of the employees of the Convention Center Hotel Project (e.g., evaluations, write-ups and other subjective materials, medical records, etc.).

(B) **Purchase Option Notice**. In the event the City elects to exercise the City Purchase Option, it shall, within the 365-day period in Section 3.1, deliver a written notice to Owner making such election and requiring that Owner cooperate with the City and use commercially reasonable efforts to cause the Hotel Operator, the Franchisor and other necessary third parties to cooperate with the City to cause the transfer and conveyance of the Convention Center Hotel Project Interests to the City or its assignee by the date specified in the notice, which date shall be no later than 180 days after the date of the notice (the "**Purchase Option Closing Date**"). Within 30 business days of the City's exercise of the City Purchase Option, the City and Owner shall cooperate to establish the purchase price for the Convention Center Hotel Project Interests, which shall be an amount equal to the greater of (i) Fair Market Value of the Convention Center Hotel Project Interests, and (ii) the amount necessary to discharge all Third-Party Financings; provided, however, to the extent the Convention Center Hotel Project is secured by any Third-Party Financing that constitutes a "blanket lien" across multiple properties, the amount under clause (ii) shall only take into account the amount to release the Convention Center Hotel Project from the "blanket lien" securing such Third-Party Financing (the "**Convention Center Hotel Project Interests Purchase Price**"). Upon determining the Convention Center Hotel Project Interests Purchase Price, the City will pay the same to Owner on the Purchase Option Closing Date. For purposes of this Section 3.2 "**Fair Market Value**" and "**Third-Party Financings**" shall have the following meanings:

(i) "**Fair Market Value**" shall mean the then-current fair market value of the Convention Center Hotel Project Interests determined in an appraisal delivered by a member of the American Institute of Real Estate Appraisers (or successor organization) holding the "Member, Appraisal Institute" or equivalent designation with substantial experience appraising hospitality projects comparable in size and scale to the Project (an "**Appraiser**" or "**Appraisers**", as the case may be) as follows: if the City shall have caused an appraisal of the fair market value to be prepared by an Appraiser and delivered to the Owner along with the City's notice of its intent to exercise the City Purchase Option, the Owner may accept that appraisal as the fair market value or may reject that determination within the next 20 days; provided, that if the City does not deliver such an appraisal or that appraisal is rejected by the Owner within the

allotted time, then the fair market value shall be determined by an appraisal conducted by an Appraiser mutually selected by the City and the Owner, which appraisal shall be binding upon both; provided, further, that if the City and the Owner are unable to agree upon the selection of an Appraiser within 30 days after the date on which the Owner receives the City's notice of exercise of the City Purchase Option (if the notice did not include an appraisal) or 30 days after the date on which Owner rejects the City's appraisal (if the notice included an appraisal), as applicable (the "**Joint Appraiser Selection Period**"), then the fair market value shall be determined by three separate real estate appraisals made as follows: (i) the City and the Owner shall each select one of the Appraisers and those two Appraisers shall select the third Appraiser, (ii) the selection of the Appraisers shall be completed within 30 days after the end of the Joint Appraiser Selection Period, (iii) the Appraisers selected by the City and Owner shall independently complete an appraisal of the Convention Center Hotel Project Interests and submit the same to the City and Owner within 30 days after the date of appointment of the third Appraiser, (iv) unless such appraisals concur as to the fair market value (in which case, the value so determined shall be the fair market value), the third Appraiser shall select the appraisal that, in the opinion of such Appraiser, is closest to the true fair market value of the Convention Center Hotel Project Interests, and (v) the fair market value in the appraisal selected by the third Appraiser shall be conclusively established as the fair market value of the Convention Center Hotel Project Interests. In no event shall the Appraiser that is appointed by the City or Owner be an affiliate of the appointing party.

(ii) ["**Third-Party Financings**" means any third-party mortgage financing or third-party mezzanine financing secured in whole or in part by the Convention Center Hotel Project or interests therein.]

(C) **Conduct Prior to Purchase Option Closing Date**. During the period from the date of the City's exercise of the City Purchase Option through the Purchase Option Closing Date, Owner shall:

(i) not enter into any material new Leases or Contracts that are not month-to-month or otherwise terminable without any termination fee upon not more than 60 days' notice without the City's prior written consent, which consent shall be in the City's sole discretion;

(ii) maintain commercially reasonable insurance coverage for the Convention Center Hotel Project; provided that in no event shall this provision require Owner to obtain insurance coverage exceeding the insurance coverage currently in effect for the Convention Center Hotel Project;

(iii) not cause any material and discretionary capital improvement work to be done at the Convention Center Hotel Project without the City's prior written consent, other than regular and customary maintenance work and reasonable repairs, which consent shall be in the City's sole discretion; and

(iv) shall not intentionally encumber title to the Convention Center Hotel Project.

(D) **Conditions to Closing**. [The closing of the City Purchase Option on the Purchase Option Closing Date is expressly conditioned on the City (i) having obtained any consents, approvals or waivers for the sale of the Convention Center Hotel Project from the Hotel Operator and Franchisor, and (ii) having released Owner and any of its affiliates under the Project Documents or any agreements related thereto (e.g., guaranties and indemnity agreements) from any liability arising under such Project Documents and related agreements to the extent arising from and after the Purchase Option Closing Date (the "**Closing Conditions**"). The Hotel Operator and Franchisor consents, approvals, and waivers shall consist of any consents and approvals or waivers of consent or approvals that must be obtained from the Hotel Operator or the Franchisor under the Hotel Management Agreement and any Hotel Franchise Agreement, respectively. Owner shall reasonably cooperate with the City in connection with the pursuit of such consents, approvals and/or waivers, at no material additional cost to Owner. If any such consent, approval or waiver is not obtained from the Hotel Operator or Franchisor on or before the Purchase Option Closing Date, such failure shall not constitute a default by Owner under this Agreement or any other Project Document; provided however, such failure shall also not relieve Owner of any liability under this Covenant or any other Project Document.]

(E) **Closing**. On the Purchase Option Closing Date, subject to the satisfaction of the Closing Conditions, simultaneously with delivery by the City to Owner of the Convention Center Hotel Project Interests Purchase Price, Owner shall execute and deliver, or cause to be executed and delivered, each of the following instruments with respect to the Convention Center Hotel Project: (a) a limited warranty deed to the Convention Center Hotel Project Site and the Convention Center Hotel Project; (b) a bill of sale and assignment and assumption for the Convention Center Hotel Project Personal Property; (c) all books and records relating to the Convention Center Hotel Project in the possession of Owner, including all property management and maintenance records, it being understood that (x) leaving such records at the Convention Center Hotel Project shall satisfy Owner's obligations hereunder and (y) "books and records" shall specifically exclude any item specifically excluded from the definition of Convention Center Hotel Project; (d) any documentation associated with the satisfaction of the Closing Conditions, provided that Owner shall not bear any material additional costs associated with the same; and (e) such other documents or instruments contemplated hereunder or as the title company reasonably may request to effect the transfer of the Convention Center Hotel Project.

(F) **Assignment of City Purchase Option**. After the City's exercise of the City Purchase Option but no sooner than 30 days prior to the Purchase Option Closing Date, the City shall have the right to assign, transfer, convey and/or otherwise sell (or enter into any agreement to do the same), directly or indirectly, any interest it may have in or under this Section 3.6 without the written consent of Owner.

19. ADDITIONAL PROVISIONS.

(A) **Notices**. Any notices or demands to be given under this Covenant shall be sent by U.S. mail, postage prepaid, registered or certified mail, return receipt requested, or by overnight courier service to the address set forth below, or as otherwise directed in writing by that party. Notices shall be deemed sent when received or refused. Notices shall be addressed as follows:

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

With a copy to:

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

To the County:
Board of County Commissioners of
Hamilton County, Ohio
Todd B. Portune Center for County Government
138 E. Court Street, Room 603
Cincinnati, Ohio 45202
Attention: President

With a copy to:

Hamilton County Administrator
Todd B. Portune Center for County Government
138 E. Court Street, Room 603
Cincinnati, Ohio 45202

To Developer:
Cincinnati CH (OH), LLC
303 Peachtree Center Ave. NE #575
Atlanta, Georgia 30303
Attention: Reid L. Scott

With a copy to:

Cincinnati CH (OH), LLC
303 Peachtree Center Ave. NE #575
Atlanta, Georgia 30303
Attention: Jeff Greenway

(B) **Certificates and Releases**. The City and the County shall, upon written request by Owner, provide certificates or releases, in a form acceptable to Owner, stating that Owner, the Convention Center Hotel Project Site and the Convention Center Hotel Project are in compliance with all of the terms, obligations, covenants and restrictions of Owner hereunder, if the City and the County determine that such compliance in fact exists.

(C) **Severability**. If any portion of this Covenant is found to be invalid or unenforceable, the remaining portions hereof shall continue in full force and effect.

(D) **Binding Effect**. Except in the event of a termination as provided herein (including under Section 1), all of the terms, conditions, restrictions and covenants of this Covenant shall be effective for a period of 75 years after the Effective Date and shall be deemed to run as a binding servitude of, and as applicable a benefit to, the Convention Center Hotel Project Site.

(E) **Governing Law**. This Covenant 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 Covenant 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 Covenant.

(F) **Amendments and Waivers; No Assignment by City or County**. The provisions of this Covenant may be amended, waived, or otherwise modified only by a written agreement signed by the parties. Except as otherwise set forth in Section 3.6, the right, title and interest of the City and the County may not be assigned or transferred without obtaining the prior written consent of Owner.

(G) **Counterparts**. The parties may execute this Covenant in multiple counterparts, each of which shall be deemed an original, and all of which shall, collectively, constitute only one agreement.

(H) **Captions**. Captions and headings are contained in this Covenant only for purposes of convenience and in no way define, limit, extend, or describe the scope or content of this Covenant or any provisions hereof.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURES FOLLOW.]

Executed by Developer, City and County on the date of acknowledgement indicated below, effective as of _____, 2026 (the "**Effective Date**").

CINCINNATI CH (OH), LLC

By: _____

Printed name: _____

CITY OF CINCINNATI

By: _____
Sheryl M.M. Long, City Manager

Approved as to form:

_____
Assistant City Solicitor

COUNTY OF HAMILTON, OHIO

By: _____

Name: _____

Title: _____

Approved as to form by the County Prosecutor
By: _____
Name: _____
Title: _____

[NOTARY BLOCKS FOLLOW]

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of CINCINNATI CH (OH), LLC, a Delaware limited liability company, on behalf of the company.

Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Sheryl M.M. Long, as City Manager of CITY OF CINCINNATI, OHIO, an Ohio municipal corporation, on behalf of the City.

_____
Notary Public
My commission expires: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of COUNTY OF HAMILTON, OHIO, an Ohio political subdivision, on behalf of the County.

_____
Notary Public
My commission expires: _____

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

Exhibit A
to Restrictive Covenant Agreement

LEGAL DESCRIPTION

[To be Attached]

EXHIBIT L
to Development Agreement

ADDITIONAL REQUIREMENTS

For the purposes of this Exhibit L, "Project" shall mean the Convention Center Hotel Project. 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) the City and the County and their respective legal departments are not providing legal counsel to or creating attorney-client relationships with Developer by attaching this Exhibit to this 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 Developer is legally required to comply with a Government Requirement, failure to comply with such a Government Requirement is a violation of the Agreement.

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

(A) Construction Workforce.

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

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

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

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

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

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

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

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

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

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

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

(B) Trade Unions; Subcontracts; Competitive Bidding.

(i) Meeting and Conferring with Trade Unions.

(a) Applicability. Per City of Cincinnati, Ordinance No. 130-2002, this requirement is limited to transactions in which Developer receives City funds or other assistance (including, without limitation, 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 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 CMC Chapter 321. CMC 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 of Cincinnati 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 CMC 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 20 days after the City's written demand.

(F) Small Business Enterprise Program.

(i) Applicability. The applicability of CMC Chapter 323 (Small Business Enterprise Program) is limited to construction contracts in excess of $5,000. CMC 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 CMC 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 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 CMC 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. CMC Chapter 325 (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. CMC Chapter 325 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 CMC Chapter 325 (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 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 CMC Chapter 319, which provides for a "Prompt Payment System", may apply to this Agreement. CMC 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 Section 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 CMC Chapter 326 (Wage Enforcement) (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. CMC 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 CMC. 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 CMC Chapter 326) 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 CMC Chapter 326, 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 CMC Chapter 326, the Person entering into this contract is required to authorize, and does hereby specifically authorize, any local, state or federal agency, court, administrative body or other entity investigating a complaint of Wage Theft or Payroll Fraud against the Person (collectively "investigative bodies") to release to the City's Department of Economic Inclusion any and all evidence, findings, complaints and determinations associated with the allegations of Wage Theft or Payroll Fraud upon the City's request and further authorizes such investigative bodies to keep the City advised regarding the status of the investigation and ultimate determination. If the investigative bodies require the Person to provide additional authorization on a prescribed form or in another manner, the Person shall be required to provide such additional authorization within 14 days of a request by the City.

(d) If this Agreement is subject to the Wage Enforcement provisions of CMC Chapter 326, 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 CMC Chapter 326, 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 CMC Chapter 326, Wage Enforcement, as administered by the City of Cincinnati Department of Economic Inclusion. Such notice shall include contact information for the Department of Economic Inclusion as provided by the department.

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

(N) Americans with Disabilities Act; Accessibility.

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

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

(O) Electric Vehicle Charging Stations in Garages.

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

(Q) Use of Nonfranchised Commercial Waste Haulers Prohibited. The City requires that persons providing commercial waste collection services (as that term is defined under CMC Chapter 730) within the City of Cincinnati obtain a franchise, and the City maintains a list of franchised commercial waste haulers. Developer is prohibited from using or hiring (or causing to be used or hired) a nonfranchised commercial waste hauler to provide commercial waste collection services in connection with the performance of this Agreement, and Developer is responsible for ensuring that any commercial waste collection services provided in connection with the performance of this Agreement are provided by a franchised commercial waste hauler. Questions related to the use of commercial waste franchisees can be directed to, and a list of current franchisees can be obtained from, the City's Office of Environment & Sustainability by calling (513)352-3200.

Addendum I

to
Additional Requirements Exhibit

City's Prevailing Wage Determination

SEE ATTACHED

REQUEST FOR PROJECT WAGE DETERMINATION

IF THIS IS A REVISION REQUEST, ENTER ORIGINAL ASSIGNED NUMBER:
59326984

DEPARTMENT *
DCED

CONTACT PERSON *
MARC VON ALLMEN

Phone # *
(513)352-6109

Email *
MARC.VONALLMEN@CINCINNATI-OH.GOV

Requested Date:
09/04/2025

Estimated Advertising Date:
11/01/2025

Estimated Bid Opening Date:
11/30/2025

Estimated Starting Date:
12/15/2025

CHOOSE SOURCE & WRITE IN THE FUND NUMBER

CITY
(●) Yes ( ) No
FUND *
000

STATE
(●) Yes ( ) No
FUND *
000

COUNTY
( ) Yes (●) No
FUND

FEDERAL
( ) Yes (●) No
FUND

IS THIS PROJECT BEING COMPETIVLY BID?
(●) Yes ( ) No

PROJECT ACCOUNT NUMBER:

AMT. OF PUB. FUNDING $: *
$251,844,417.00

TOTAL PROJECT DOLLARS: *
$526,505,710.00

NAME OF PROJECT (Maximum 100 Letters) *
CONVENTION HOTEL

Type of Project: (E.g., residential building, commercial building, heavy work, highway work, demolition, mixed use building, roads, parking lot, sewer, parks) *
New construction of 700 room hotel including 63,000 SF of meeting space, 17,000 SF outdoor terrace, and multiple restaurants. Project also includes streetscaping work along 5th St. adjacent to project as well as construction of skybridge over 5th St.

Project Location: (Include both the address and parcel number.) *
240 W 4th St. (142-0001-0102-00) and 251 W 5th St. (145-0001-0316-00).

Owner of Project Site: (Include the current owner and any lease or transfer of ownership that will occur before, during, or after completion of the project as part of the agreement.) *
Port currently owns the site. As part of the finance closing, the City will take title to the project site and then immediately convey the property to the Port or the Developer. Once construction commences, the Port will have title to the property and lease the property back to the Developer during construction. Developer will own the property once construction is complete.

Budget Breakdown: (Provide a description of all funding sources and the use of those funds. Attachments may be included as necessary.) *
See attached

Project Scope: (Provide a detailed description of the entire project scope under the agreement. If applicable, please include information about the numbers of stories in the building, the number of residential units, or the number of HOME units.) *
New construction of a 700 room, 21 story convention center hotel, including 63,000 SF of meeting space, 17,000 SF outdoor terrace, and multiple restaurants. Project also includes streetscaping work along 5th ST. adjacent to the project and construction of a skybridge over 5th St.

Upload Supporting Documents (1)

Supporting Documents
CONVENTION HOTEL - PWD BUDGET.DOCX - Von Allmen, Marc, 9/4/2025 10:42:33 AM

Assigned Number	Dept Submitted Date	DEI Received Date
59634923	09/04/2025	

Original Assigned Number
59326984

Funding Guidelines:

☑ State ☐ Federal ☐ Prevailing Wage Will Not Apply

Rates That Apply:

☑ Building ☑ Heavy ☑ Highway ☐ Residential

Decision Number: **Modification Number:** **Publication Date:**

Determination By:

Name *	Title	Date *
KARIM HALTY	Contract Compliance Spec.	09/08/2025

Decision Summary: *
This project is for the construction of a 700 room, 21 story convention center hotel. Project also includes streetscaping work along 5th ST. adjacent to the project and construction of a skybridge over 5th St. The total budget of the project is $526,505,710 with the City of Cincinnati providing $251,844,417 of funding, which exceeds the local prevailing wage threshold established in Cincinnati Municipal Code Chapter 321-118. Therefore, State of Ohio prevailing wage requirements will apply to this project as required by Cincinnati Municipal Code 321-118.

NOTE: Any changes to the scope, funding, or developer of the project will require revision to this determination.

Director Approval Signature	Director Approval Date
LYDGIA SARTOR	09/09/2025

4896-7368-3600, v. 1

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members City Council

From: Sheryl M.M. Long, City Manager

202600905

Subject: **Emergency Ordinance – Transient Occupancy Tax Exemption for Convention Center Headquarters Hotel**

Attached is an Emergency Ordinance captioned:

> **DECLARING** a hotel to be developed on property located at 240 W. Fourth Street and 251 W. Fifth Street in the Central Business District of Cincinnati to be designated a convention center headquarters hotel for purposes of Ohio Revised Code Section 5739.093; **DECLARING** such convention center headquarters hotel and any associated convention center headquarters hotel facilities to be a public purpose; **DECLARING** lodging transactions occurring at such convention center headquarters hotel to be exempt from City of Cincinnati's lodging taxes levied pursuant to Cincinnati Municipal Code Chapter 312 for a period of thirty years; **REQUIRING** the convention center headquarters hotel's qualifying vendor to make payments in lieu of qualifying lodging taxes; **ESTABLISHING** new Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," for the purpose of receiving payments in lieu of qualifying lodging taxes associated with the convention center headquarters hotel; and **AUTHORIZING** expenditures from the newly-created Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," to facilitate construction financing for the convention center headquarters hotel and any associated convention center headquarters hotel facilities.

STATEMENT

The Convention Headquarters Hotel project is a critical component of the City's broader Convention District strategy and is essential to maintaining Cincinnati's competitiveness in the national convention and tourism market. The project will activate underutilized publicly controlled land, strengthen connections between the Convention Center and other Downtown assets such as Fountain Square, and support increased convention bookings, visitor spending, and long-term economic activity.

BACKGROUND/CURRENT CONDITIONS

A separate ordinance will request Council approval to authorize the City Manager to enter into a Development Agreement with Cincinnati CH (OH) LLC, pertaining to the development of the Convention Center Headquarters Hotel project at 251 West Fifth

Street and 240 West Fourth Street in the Central Business District. The project will include the construction of a 700-room premium branded hotel with full service amenities, approximately 63,000 square feet of meeting space, an approximately 17,000 square foot outdoor event area, approximately 4,500 square feet of leasable ground floor commercial space, and an attached elevated pedestrian walkway, which will connect the hotel to the Convention Center and the Convention Center Garage located at 210 W. Fourth Street (formerly Whex Garage). The Development Agreement provides for City assistance to the project in the form of a 30-year transient occupancy tax (TOT) exemption pursuant to Ohio Revised Code Section 5739.093, subject to passage by Council of this separate ordinance authorizing the tax exemption.

DEVELOPER INFORMATION

Cincinnati CH (OH), LLC is a subsidiary of Portman Holdings, a real estate development and management firm headquartered in Atlanta, Georgia. Founded in 1957, Portman has developed more than 75 million square feet of hospitality, industrial, and mixed-use projects nationwide. Their portfolio includes multiple convention center headquarters hotels in major cities such as Salt Lake City, San Diego, and Charlotte.

RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance. The emergency clause is necessary to confirm City support prior to financial closing and so that construction can commence at the earliest possible time.

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

E M E R G E N C Y

SSB

- 2026

DECLARING a hotel to be developed on property located at 240 W. Fourth Street and 251 W. Fifth Street in the Central Business District of Cincinnati to be designated a convention center headquarters hotel for purposes of Ohio Revised Code Section 5739.093; **DECLARING** such convention center headquarters hotel and any associated convention center headquarters hotel facilities to be a public purpose; **DECLARING** lodging transactions occurring at such convention center headquarters hotel to be exempt from City of Cincinnati's lodging taxes levied pursuant to Cincinnati Municipal Code Chapter 312 for a period of thirty years; **REQUIRING** the convention center headquarters hotel's qualifying vendor to make payments in lieu of qualifying lodging taxes; **ESTABLISHING** new Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," for the purpose of receiving payments in lieu of qualifying lodging taxes associated with the convention center headquarters hotel; and **AUTHORIZING** expenditures from the newly-created Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," to facilitate construction financing for the convention center headquarters hotel and any associated convention center headquarters hotel facilities.

WHEREAS, as authorized by separate ordinance passed on or about the date hereof, the City of Cincinnati (the "City"), the Board of County Commissioners of Hamilton County, Ohio (the "County"), and Cincinnati CH (OH), LLC ("Developer") anticipate entering into a Development Agreement (the "Development Agreement") pertaining to the development of a first-class, premium branded, full-service convention center hotel (the "Convention Center Hotel") on real property located at 240 W. Fourth Street and 251 W. Fifth Street in the Central Business District of Cincinnati, which property is more particularly described on Attachment A to this ordinance; and

WHEREAS, as described in the Development Agreement, the Port of Greater Cincinnati Development Authority (the "Port Authority") intends to issue revenue bonds (the "Port Authority Bonds"), the State of Ohio intends to issue bonds through its Ohio Enterprise Bond Fund (the "OEBF Bonds" and together with the Port Authority Bonds, the "Bonds"), and the City intends to loan an estimated $50,000,000 to Developer, the repayment of which will be evidenced by a promissory note (the "Note"), a portion of the proceeds of each of which will be made available to Developer to pay a portion of the costs to construct the Convention Center Hotel; and

WHEREAS, pursuant to the Development Agreement, the City has agreed to support the repayment of the Bonds through a pledge of, and expects the Note to be repaid through the receipt of, various revenues to be generated by the Convention Center Hotel; and

WHEREAS, pursuant to Section 5739.08(A) of the Ohio Revised Code ("R.C.") and Ordinance No. 89-1969, as amended, supplemented, renewed, or restated, the City has levied an excise tax of one and one-half percent (1.50%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati (including the revenues therefrom, the "City 1969 1.50% TOT"); and

WHEREAS, pursuant to R.C. Section 5739.08(A) and Ordinance No. 41-2002, as amended, supplemented, renewed, or restated, the City has levied an excise tax of one and one-half percent (1.50%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati (including the revenues therefrom, the "City 2002 1.50% TOT"); and

WHEREAS, pursuant to R.C. Section 5739.09(B)(2) and Ordinance No. 311-2002, as amended, supplemented, renewed, or restated, the City has levied an excise tax of one percent (1.00%) on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati (including the revenues therefrom, the "City 2002 1.00% TOT" and collectively with the City 1969 1.50% TOT and the City 2002 1.50% TOT, the "City TOT"); and

WHEREAS, the City constitutes an eligible municipal corporation as defined in R.C. Section 5739.093 (the "Statute"); and

WHEREAS, the Statute authorizes the City, by ordinance, to designate a hotel as a convention center headquarters hotel and to declare that the hotel and any convention center headquarters hotel facilities (as defined in the Statute and referred to herein as the "Headquarters Hotel Facilities") associated with the hotel to be a public purpose; and

WHEREAS, in accordance with the Statute, the City has provided the required notice to the County and the Greater Cincinnati Convention and Visitors Bureau; and

WHEREAS, the Statute authorizes the City, by ordinance, to exempt from applicable qualifying lodging taxes such as the City TOT, transactions by which lodging by the hotel is to be furnished to transient guests (the "TOT Exemption"); and

WHEREAS, the Statute authorizes the City, by ordinance, to require a convention center headquarters hotel's qualifying vendor to make monthly payments in lieu of qualifying lodging taxes in an amount equal to the City TOT that would have been payable but for the TOT Exemption (the "TOT Service Payments"); and

WHEREAS, the Statute requires the City to establish a lodging tax equivalent fund (the "TOT Service Payment Fund") into which TOT Service Payments and minimum payment obligation payments, if any, shall be deposited; and

WHEREAS, the Port Authority constitutes an issuing authority under the Statute and moneys in the TOT Service Payment Fund shall be pledged to the Port Authority to repay the Port Authority Bonds and further used to pay debt service on the OEBF Bonds and the Note and other eligible expenditures; and

WHEREAS, in order to effect the transactions described in these recitals and in the Development Agreement in accordance with the Statute, the City has determined that it is necessary and appropriate, in furtherance of the City's redevelopment activities, and in the best interest of the City, to (i) designate the Convention Center Hotel as a convention center headquarters hotel; (ii) declare that the Convention Center Hotel and related Headquarters Hotel Facilities are for a public purpose; (iii) declare that certain lodging transactions of the Convention

Center Hotel are exempt from 100 percent the City TOT for a period of thirty years; (iv) declare that TOT Service Payments are required to be paid by Developer or other applicable Convention Center Hotel qualifying vendor(s); and (v) create the TOT Service Payment Fund into which the TOT Service Payments shall be deposited; now, therefore,

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

Section 1. That, pursuant to and in accordance with the provisions of Ohio Revised Code ("R.C.") Section 5739.093 (the "Statute"), Council hereby declares that the hotel to be developed on and within real property located at 240 W. Fourth Street and 251 W. Fifth Street in the Central Business District of Cincinnati (the "Convention Center Hotel"), which property is more particularly described on Attachment A to this ordinance (the "Convention Center Hotel Project Site"), is hereby designated as a convention center headquarters hotel for purposes of the Statute.

Section 2. That, pursuant to and in accordance with the provisions of the Statute, Council hereby declares that the Convention Center Hotel is and shall be associated with the City-owned convention center located at 525 Elm Street in the Central Business District of Cincinnati (the "Convention Center").

Section 3. That, pursuant to and in accordance with the provisions of the Statute, Council hereby declares that the Convention Center Hotel and convention center headquarters hotel facilities (as defined in the Statute and referred to herein as "Headquarters Hotel Facilities"), associated with the Convention Center Hotel are for a public purpose.

Section 4. That, pursuant to and in accordance with the provisions of the Statute, Council hereby declares that transactions by which lodging by the Convention Center Hotel is to be furnished to transient guests shall be 100 percent exempt from the City TOT, as defined below, for a period of thirty years (the "TOT Exemption"), commencing on the first day of the month immediately preceding the date on which the Convention Center Hotel's qualifying vendor (as defined in the Statute and referred to herein as the "Qualifying Vendor") would collect the City

TOT but for the TOT Exemption. For purposes of this ordinance, "City TOT" shall mean, collectively, the City 1969 1.50% TOT, the City 2002 1.50% TOT, and the City 2002 1.00% TOT; "City 1969 1.50% TOT" shall mean the excise tax of one and one-half percent (1.50%) levied on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati pursuant to R.C. Section 5739.08(A) and Ordinance No. 89-1969, as amended, supplemented, renewed, or restated; "City 2002 1.50% TOT" shall mean the excise tax of one and one-half percent (1.50%) levied on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati pursuant to R.C. Section 5739.08(A) and Ordinance No. 41-2002, as amended, supplemented, renewed, or restated; and "City 2002 1.00% TOT" shall mean the excise tax of one percent (1.00%) levied on transactions by which lodging by a hotel is or is to be furnished to transient guests within Cincinnati pursuant to R.C. Section 5739.09(B)(2) and Ordinance No. 311-2002, as amended, supplemented, renewed, or restated.

Section 5. That, pursuant to and in accordance with the provisions of the Statute, Council hereby declares that the Qualifying Vendor is hereby required to make monthly payments in lieu of the City TOT (the "TOT Service Payments") on or before the final dates on which the Qualifying Vendor would be required to pay the City TOT but for the TOT Exemption. The TOT Service Payments shall be charged to and collected from the Qualifying Vendor in the same amount as the City TOT would have been charged and collected but for the TOT Exemption, subject to the specific terms and conditions provided for in the service agreement to be entered into with respect to the TOT Exemption, in substantially the form attached to the Development Agreement among the City, the Board of County Commissioners of Hamilton County, Ohio (the "County"), and Cincinnati CH (OH), LLC ("Developer"), pertaining to the development of the Convention Center Hotel. The Qualifying Vendor shall remit all payments to the City or the

issuing authority as determined by the City Manager in accordance with Section 8 hereof. The TOT Service Payments shall be used for the purpose of paying the costs to acquire, construct, renovate, or maintain the Convention Center Hotel, the Convention Center, and other Headquarters Hotel Facilities, including paying bonds or notes issued in anticipation of the issuance of bonds issued to finance such costs.

Section 6. That, pursuant to and in accordance with the provisions of the Statute, the City Manager is authorized to enter into an agreement with the Qualifying Vendor to make payments of minimum payment obligations, as defined in the Statute (the "Minimum Service Payments"), for deposit into the TOT Service Payment Fund (as defined below), to the extent the City Manager determines such Minimum Service Payments are appropriate and in the best interest of the City.

Section 7. That, pursuant to and in accordance with the provisions of the Statute, the Director of Finance is hereby authorized to (a) establish new Fund 406, "Convention Center Hotel Lodging Tax Equivalent Fund," and (b) deposit into such fund all TOT Service Payments and Minimum Service Payments received by the City, being the City's lodging tax equivalent fund for the purposes of the Statute (the "TOT Service Payment Fund").

Section 8. That, pursuant to and in accordance with the provisions of the Statute, the TOT Service Payments and Minimum Service Payments, if any, shall be used in accordance with the Development Agreement, the Service Agreement, and any such other agreements as may be necessary and appropriate to facilitate construction financing for the Convention Center Hotel and Headquarters Hotel Facilities, including, without limitation, a cooperative agreement among the City, the County, Developer, the Port of Greater Cincinnati Development Authority (the "Port Authority"), and any other applicable parties, that may include provisions for the assignment, pledge, and transfer of the TOT Service Payments and Minimum Service Payments to the Port

Authority, an agent of the Port Authority, or a bond trustee, for the purpose of paying debt service on bonds, notes authorized in anticipation of bonds, and/or other obligations the proceeds of which are to be used to pay the costs of the Convention Center Hotel and Headquarters Hotel Facilities (the "Convention Center Hotel Obligations"). To the extent necessary to secure such obligations, Council hereby pledges such TOT Service Payments and Minimum Service Payments to secure any obligations of the City or the Port Authority to finance the development of the Convention Center Hotel. The TOT Service Payments and Minimum Service Payments, if any, shall be collected and enforced by the City; provided, however, that the City Manager may delegate the authority to collect and enforce the TOT Service Payment obligation and the Minimum Service Payment obligation, if any, to the Port Authority or an agent of the Port Authority.

Section 9. That the proper City officials are hereby authorized to take all necessary and appropriate actions to fulfill the terms of this ordinance, including, without limitation, executing any and all ancillary agreements, documents, and other instruments required to establish the TOT Exemption, collect the TOT Service Payments and Minimum Service Payments, if any, and ensure the availability of the TOT Service Payments and Minimum Service Payments, if any, to pay debt service on the Convention Center Hotel Obligations.

Section 10. That it is hereby found and determined that all formal actions of Council concerning and relating to the passage of this ordinance were taken in an open meeting of Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were taken in meetings open to the public, in compliance with all legal requirements, including R.C. Section 121.22.

Section 11. That, pursuant to R.C. Section 5709.093(C), the Clerk of Council is hereby directed to deliver a copy of this ordinance to the County at County Administration Building, 138

E. Court Street, Room 603, Cincinnati, Ohio 45202, Attention: County Administrator, and the Greater Cincinnati Convention and Visitors Bureau at 525 Vine Street, Suite 1200, Cincinnati, Ohio 45202, Attention: President and CEO, each within thirty days after its passage.

Section 12. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is to enable the parties to close on financing for construction of the improvements to the Convention Center Hotel Project Site as described in the Development Agreement to commence at the earliest possible time, for the economic welfare of the citizens of Cincinnati.

Passed: _____, 2026

_____
Aftab Pureval, Mayor

Attest: _____
Clerk

Date: September 8, 2025

Description: Port of Greater Cincinnati
Hotel - Consolidation

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members of City Council

202600904

From: Sheryl M.M. Long, City Manager

Subject: **Emergency Ordinance** – Authorizing the City Manager to execute a Real Estate Agreement with Whex Garage LLC and Cincinnati CH (OH), LLC

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the City Manager to execute a Real Estate Agreement with Whex Garage LLC, (an affiliate of 3CDC) and Cincinnati CH (OH), LLC, pursuant to which the City will: (i) vacate as public right-of-way and convey an air parcel being a portion of West Fifth Street adjacent to the City-owned Cincinnati Convention Center, (ii) convey an existing air parcel adjacent to West Fifth Street, (iii) vacate as public right-of-way and convey all of Home Alley between West Fourth Street and West Fifth Street in the Central Business District, and (iv) grant, retain, and obtain certain easement rights to facilitate the construction of a new convention center headquarter hotel, Cincinnati Convention Center, the parking garage commonly known as Whex Garage, and an elevated and enclosed pedestrian walkway connecting the structures.

STATEMENT

The Convention Headquarters Hotel project is a critical component of the City's broader Convention District strategy and is essential to maintaining Cincinnati's competitiveness in the national convention and tourism market. The project will activate underutilized publicly controlled land, strengthen connections between the Convention Center and other Downtown assets such as Fountain Square, and support increased convention bookings, visitor spending, and long-term economic activity.

BACKGROUND/CURRENT CONDITIONS

In January 2022, the City and Hamilton County (the "County") retained the Cincinnati Center City Development Corporation ("3CDC") as Manager of the Convention District to address needed renovations to the Convention Center and to coordinate redevelopment of nearby publicly owned, underutilized lots and buildings. Acting in this role, 3CDC partnered with the City and the County to lead a request for proposals (RFP) process to select a developer for the Hotel, through which Portman Holdings ("Portman") was selected.

Since that time, the City, the County, and 3CDC have worked collaboratively with Portman, the Port of Greater Cincinnati Development Authority (the "Port"), Visit Cincy, and other local stakeholders to advance the project. Key milestones include finalizing the

development plan; securing State of Ohio grant funding; establishing a financing structure with Port-issued bonds backed by future property taxes, lodging taxes, and community development charges; conducting community engagement; and negotiating a comprehensive Development Agreement and related project documents.

In June 2025, City Council authorized the City Finance Director to issue Economic Development Revenue Bonds—a major step toward project financing. The bonds are to be issued in coordination with the project's overall financial closing, expected in April 2026. In September 2025, the City Planning Commission approved several real estate actions necessary to facilitate the project, including the conversion of Plum Street to two-way traffic, vacation of Home Alley, and the granting of various easements. Most recently, City Council took additional action in October and December 2025 to support the project by approving the creation of the Convention District Community Authority, which will generate community development charges to support repayment of the project bonds.

Passage of this ordinance would authorize the City Manager to enter into the Convention Headquarters Hotel Real Estate Agreement, which outlines several real estate transactions between the City, as the owner of the Convention Center; Portman, as the owner of the future Convention Headquarters Hotel; and 3CDC, as the current owner of the Convention Center Garage (formerly Whex Garage). The Agreement outlines that the City would convey air lots and grant several easements to allow for the construction of an elevated pedestrian walkway over 5th Street and Home Alley connecting the Convention Center, the future Convention Headquarters Hotel, and the Convention Center Garage. The City would also vacate and convey Home Alley to 3CDC to support the operations of the Convention Center Garage. The City, 3CDC, and Portman will also grant additional reciprocal easements to coordinate Convention Center, Convention Center Garage, and Convention Headquarters Hotel operational efforts involving the former Home Alley and the new elevated pedestrian walkway.

DEVELOPER INFORMATION

Cincinnati CH (OH), LLC is a subsidiary of Portman Holdings based in Atlanta, Georgia. Portman is a real estate development and management company founded in 1957. They have developed over 75 million square feet in hospitality, industrial, and mixed-use projects, including multiple convention headquarters hotels in major cities including Salt Lake City, San Diego, and Charlotte.

3CDC is a non-profit organization that has invested over $1.47 billion dollars in development in Downtown and Over-the-Rhine over the past 15 years. This investment has resulted in 300 apartment units, 534 condominiums, 156 hotel rooms, 320 shelter beds, 1,070,500 square feet of commercial space, and 4,925 parking spaces.

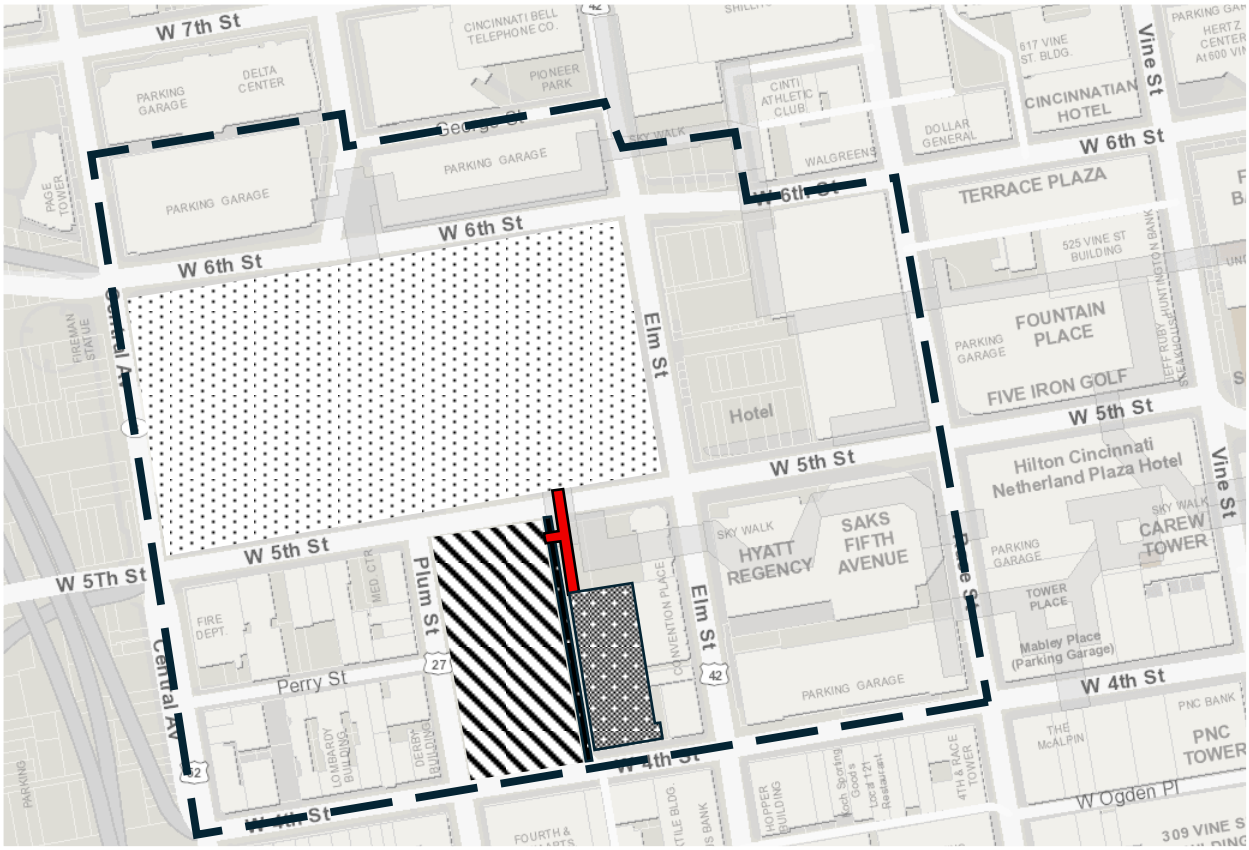
RECOMMENDATION

The Administration recommends approval of this Emergency Ordinance.

Attachment: Site Plan

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

Site Plan



Convention Center Project Area

Home Alley

Convention Center

Property (Hotel Site)

Elevated Pedestrian Walkway

Whex Garage

E M E R G E N C Y

- 2026

AUTHORIZING the City Manager to execute a Real Estate Agreement with Whex Garage LLC, (an affiliate of 3CDC) and Cincinnati CH (OH), LLC, pursuant to which the City will: (i) vacate as public right-of-way and convey an air parcel being a portion of West Fifth Street adjacent to the City-owned Cincinnati Convention Center, (ii) convey an existing air parcel adjacent to West Fifth Street, (iii) vacate as public right-of-way and convey all of Home Alley between West Fourth Street and West Fifth Street in the Central Business District, and (iv) grant, retain, and obtain certain easement rights to facilitate the construction of a new convention center headquarter hotel, Cincinnati Convention Center, the parking garage commonly known as Whex Garage, and an elevated and enclosed pedestrian walkway connecting the structures.

WHEREAS, the City of Cincinnati (the "City") owns the following properties and public rights-of-way within the Central Business District: (i) the Cincinnati Convention Center with an address of 525 Elm Street (the "Convention Center" or the "Convention Center Property"), which is under the management of the City Manager's Office; (ii) the existing air parcel to the south of West Fifth Street beginning at an elevation of 573.50 feet known as Hamilton County Auditor's parcel number 145-0001-0450-00 (the "Existing Air Parcel"), which is under the management of the City's Department of Community and Economic Development ("DCED"); (iii) public right-of-way known as West Fifth Street, which is under the management of the City's Department of Transportation and Engineering ("DOTE"); (iv) approximately 0.1828 acres of public right-of-way known as Home Alley between West Fourth Street and West Fifth Street ("Home Alley"), which is under the management of DOTE; (v) public right-of-way known as West Fourth Street, which is under the management of DOTE; and (vi) public right-of-way known as Plum Street, which is under the management of DOTE, the impacted portions of which properties are, collectively, more particularly depicted and described in the Real Estate Agreement attached to this ordinance as Attachment A (the "Real Estate Agreement"), which is incorporated herein by reference; and

WHEREAS, Whex Garage LLC, an Ohio limited liability company ("Whex") owns or proposes to own following a series of transactions as set forth in the Real Estate Agreement, a consolidated parcel consisting of the following: (i) the parking garage just south of West Fifth Street, currently located on two parcels with street addresses of 210 West Fourth Street and West Fifth Street; Cincinnati, Ohio (Hamilton County Auditor's Parcel IDs 145-0001-0124-00 and 145-0001-0449-00) and (ii) a to be subdivided portion of the eastern approximately fifteen feet of the former Home Alley ("Eastern Home Alley") which property is, collectively, more particularly depicted and described in the Real Estate Agreement (collectively, "Whex Garage" or the "Whex Garage Property"); and

WHEREAS, following a series of transactions (including those described below), Cincinnati CH (OH), LLC, a Delaware limited liability company, ("Developer") proposes to own a consolidated parcel consisting of the following: (i) 251 West Fifth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel ID 145-0001-0316-00), currently owned by The Port of Greater Cincinnati Development Authority, a port authority and political subdivision duly organized

and validly existing under the laws of the State of Ohio (the "Port"); (ii) 240 West Fourth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel ID 145-0001-0102-00), currently owned by the Port; and (iii) a to be subdivided portion of the western approximately five feet of the former Home Alley ("Western Home Alley"), which property is, collectively, more particularly depicted and described in the Real Estate Agreement (collectively, the "Consolidated Hotel Parcel"), for the construction of an approximately 700 room hotel to serve the Convention Center (the "Convention Center Hotel"); and

WHEREAS, the City and Developer (and other parties) have entered or will enter into a development agreement for the construction of the Convention Center Hotel, which includes the construction of an elevated and enclosed pedestrian walkway over West Fifth Street connecting the Convention Center Hotel to the Convention Center and the Whex Garage (the "Skybridge") (the "Development Agreement"); and

WHEREAS, in order to facilitate: (i) the construction and operation of the Convention Center Hotel; (ii) improvements to and the operation of Whex Garage to provide parking for the Convention Center Hotel and the Convention Center; and (iii) the construction and operation of the Skybridge, the City, pursuant to the Real Estate Agreement, proposes to (A) convey to Whex the Existing Air Parcel; (B) vacate and convey to Whex an air parcel consisting of approximately 0.0572 acres horizontally, having a minimum elevation of approximately 562.25 feet and maximum elevation of approximately 607.54 feet, with a volume of approximately 112-900 cubic feet, and being a portion of West Fifth Street adjacent to the Convention Center and the Whex Garage (the "West Fifth Air Parcel"); and (C) vacate and convey to Whex Home Alley (the West Fifth Air Parcel and Home Alley, collectively, the "Vacation Property"); and

WHEREAS, pursuant to the Real Estate Agreement, following the conveyance of the Vacation Property to Whex, Whex proposes to: (i) subdivide Home Alley, creating Eastern Home Alley and Western Home Alley; (ii) subdivide an air parcel having a minimum elevation of approximately 576.38 feet and maximum elevation of approximately 597.54 feet and being a portion of Eastern Home Alley (the "Eastern Home Alley Air Parcel"); and (iii) subdivide an air parcel having a minimum elevation of approximately 576.38 feet and maximum elevation of approximately 597.54 feet and being a portion of the Whex Garage Property (the "Whex Air Parcel"); and

WHEREAS, pursuant to the Real Estate Agreement, following: (i) the conveyance of the Existing Air Parcel; (ii) the conveyance of the West Fifth Air Parcel from the City to Whex; (iii) the subdivision and creation of the Whex Air Parcel; and (iv) the subdivision and creation of the Eastern Home Alley Air Parcel, Whex will consolidate the West Fifth Air Parcel, the Whex Air Parcel, and the Eastern Home Alley Air Parcel to create a single, consolidated air parcel (the "Consolidated Air Parcel"); and

WHEREAS, pursuant to the Real Estate Agreement, following the creation of the Consolidated Air Parcel, Whex will convey the Consolidated Air Parcel to Developer for the construction and operation of the Skybridge pursuant to the Development Agreement; and

WHEREAS, in order to facilitate the construction and operation of the Convention Center Hotel and corresponding Skybridge, the City intends to grant certain easement rights, as more particularly described in the Real Estate Agreement, to Developer (such easement rights, together with the Existing Air Parcel, the "Conveyance Property"); and

WHEREAS, pursuant to the Real Estate Agreement, the City proposes to enter into a reciprocal covenants, restrictions, and easements agreement (the "Skybridge REA") with Whex and Developer, governing the ongoing operation of the Skybridge; and

WHEREAS, Geoff Leder, Esq., a reputable attorney practicing in Hamilton County, Ohio, has provided (i) certification that the City, Whex, and the Port own all real property abutting the Vacation Property; and (ii) the written consent of all necessary abutters to the City's vacation as public rights-of-way and sale of the Vacation Property; and

WHEREAS, pursuant to Ohio Revised Code Section 723.04, the City may, upon petition, vacate a street or alley if it has determined that there is good cause for the vacation and that the vacation will not be detrimental to the general interest; and

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

WHEREAS, the City Manager's Office, in consultation with DOTE and DCED, has determined that: (i) the Conveyance Property and Vacation Property are not needed for transportation purposes or any other municipal purpose and such conveyance is not adverse to the City's retained interest in the Convention Center Property or adjacent rights-of-way; (ii) there is good cause to vacate the Vacation Property; and (iii) the vacation of the Vacation Property will not be detrimental to the general interest; and

WHEREAS, the City's Real Estate Services Division has determined, by a professional appraisal, that the fair market value of the Conveyance Property and Vacation Property are approximately $700,000 and $345,000, respectively; however, to facilitate the construction of the Convention Center Hotel and the Skybridge, the City desires to convey the Conveyance Property and Vacation Property to Whex or to Developer, pursuant to the Real Estate Agreement for less than fair market value, namely, for $1.00, because the City anticipates that it will receive economic and non-economic benefits that equal or exceed the fair market value of the Conveyance Property and the Vacation Property because the City anticipates that the Convention Center Hotel and the Skybridge will stimulate economic activity and growth in the Central Business District; and

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

WHEREAS, eliminating competitive bidding in connection with the City's sale of the Conveyance Property and the Vacation Property is appropriate because the City has developed a comprehensive strategy for the redevelopment of the area generally surrounding the Convention Center (the "Convention Center Redevelopment District"), and the City has engaged 3CDC to

provide general planning, development, and management services as it relates to the revitalization of certain properties located within the Convention Center Redevelopment 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 acquire, construct, enlarge, improve, or equip, and to sell, lease, exchange, or otherwise dispose of property within the State of Ohio for industry, commerce, distribution, and research; and

WHEREAS, in furtherance of the foregoing public purposes, the City believes that the Convention Center Hotel and the Skybridge are in the vital and best interests of the City and the health, safety, and welfare of its residents because the Convention Center Hotel and the Skybridge will bring the Consolidated Hotel Parcel to productive use and stimulate economic growth in the Central Business District for the economic benefit of the City; and

WHEREAS, the City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the vacation of the Vacation Property, the sale of the Conveyance Property at its meeting on September 5, 2025 and approved the proposed development plan and final plat for the subdivision of the Whex Property at its meeting on October 17, 2025; 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 Real Estate Agreement (the "Real Estate Agreement") with Whex Garage LLC, an Ohio limited liability company ("Whex") and Cincinnati CH (OH), LLC, a Delaware limited liability company ("Developer"), in substantially the form as attached to this ordinance as Attachment A and incorporated herein by reference, pursuant to which the City of Cincinnati (the "City") will: (a) vacate as public right-of-way and convey to Whex an air parcel having a minimum elevation of approximately 562.25 feet and maximum elevation of approximately 607.54 feet, with an area of approximately 0.0572 acres and volume of approximately 112,900 cubic feet (the "West Fifth Air Parcel"); (b) convey to Whex the existing air parcel adjacent to West Fifth Street having an elevation of 573.50 feet and above, known as Hamilton County Auditor's Parcel ID: 145-0001-0450-00 ("Existing Air Parcel"); (c) vacate as public right-of-way and convey to Whex all of Home Alley between West Fourth Street and West Fifth Street (all of Home Alley together with the West

Fifth Air Parcel, the "Vacation Property"); (d) grant certain easement rights to Developer in support of the construction of a convention center hotel and corresponding elevated and enclosed pedestrian walkway (such easement rights together with the Existing Air Parcel, the "Conveyance Property"); and (d) enter into a reciprocal covenants, restrictions, and easements agreement (the "Skybridge REA") with Whex and Developer, governing the ongoing operation of the Skybridge. All such properties, easements areas, and interests as more particularly described and depicted on Attachment A.

Section 2. That the Conveyance Property and the Vacation Property are: (i) not needed for transportation or other municipal purposes; (ii) that there is good cause to vacate and convey the Vacation Property; and (iii) that such vacation and sale will not be detrimental to the general interest.

Section 3. That granting the sale of the Conveyance Property is: (i) not adverse to the City's retained interest in the City-owned convention center property ("Convention Center") or adjacent rights-of-way; and (ii) will not have an adverse effect on the usability or accessibility of any existing transportation facilities or other facilities located on the Convention Center or adjacent rights-of-way.

Section 4. That the City's Real Estate Services Division has determined, by a professional appraisal, that (i) the fair market value of the Conveyance Property is approximately $700,000; and (ii) the total fair market value of Vacation Property is approximately $345,000; however, the City is justified in conveying the Conveyance Property and the Vacation Property to Developer for less than fair market value, namely, for $1.00, because the City anticipates that it will receive economic and non-economic benefits that are anticipated to equal or exceed the aggregate fair market value of the Conveyance Property and Vacation Property because the City anticipates that

Whex's and Developer's use of the Conveyance Property and Vacation Property will stimulate economic activity and growth in the Central Business District via the construction and operation of a convention center headquarters hotel and the Skybridge.

Section 5. That eliminating competitive bidding in connection with the City's sale of the Conveyance Property and the Vacation Property is in the best interest of the City because the Conveyance Property and the Vacation Property are located in the area generally surrounding the City-owned Convention Center (the "Convention Center Redevelopment District") and the City has engaged Cincinnati Center City Development Corporation (3CDC), an affiliate of Whex, to provide general planning, development, and management services as it relates to the revitalization of certain properties located within the Convention Center Redevelopment District.

Section 6. That the proceeds from the sale of the Conveyance Parcel and Vacation Property, if any, shall be deposited into Property Management Fund 209 to pay the fees for services provided by the City's Real Estate Services Division in connection with the sale, and that the City's Finance Director is hereby authorized to deposit amounts in the excess amount thereof into Miscellaneous Permanent Improvement Fund 757.

Section 7. That, pursuant to Ohio Revised Code Section 723.041, any affected public utility shall be deemed to have a permanent easement in the Vacation Property to maintain, operate, renew, reconstruct, and remove its utility facilities and to access said utility facilities.

Section 8. That the City Manager and other City officials are hereby authorized to take all necessary and proper actions to carry out the provisions of this ordinance and the Real Estate Agreement, including, without limitation, executing any and all ancillary agreements, deeds, plats, releases, terminations, amendments, or other documents described in or contemplated by the Agreement.

Section 9. That the City Solicitor shall cause an authenticated copy of this ordinance to be duly recorded in the Hamilton County, Ohio Recorder's Office.

Section 10. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the urgency for Whex and Developer to commence its redevelopment efforts at the earliest possible time.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4935-7481-3070, v. 2

Contract No: _____

Project: Convention Center Hotel

REAL ESTATE AGREEMENT

THIS REAL ESTATE AGREEMENT (this "**Agreement**") is made and entered into effective as of the Effective Date (as defined on the signature page hereof) by and among the **CITY OF CINCINNATI**, an Ohio municipal corporation, 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Whex**"), an affiliate of Cincinnati Center City Development Corporation ("**3CDC**"), and **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, whose address is 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("**Developer**").

RECITALS:

A. The City is the owner and operator of the Cincinnati Convention Center located just north of West Fifth Street ("**West Fifth**") at 525 Elm Street, Cincinnati, Ohio (the "**Convention Center**"), as shown in part on the site plan attached hereto as Exhibit A (*Site Plan*). As of the Effective Date, the City is completing renovations and upgrades to the Convention Center and is entering into this Agreement to facilitate the development of a new hotel, which will be connected to the existing Parking Garage (defined below) just south of West Fifth.

B. In addition to the Convention Center, the City is the owner of the following real property south of the Convention Center: (i) the West Fifth public right-of-way, which is under the management of the City's Department of Transportation and Engineering ("**DOTE**"), a portion of which is depicted on Exhibit A, (ii) the public right-of-way known as Home Alley ("**Home Alley**"), which is under the management of DOTE and which is depicted on Exhibit A; and (iii) the existing air parcel having an elevation of 573.50 feet and above, known as Hamilton County Auditor's Parcel ID: 145-0001-0450-00 and located above the Whex Property, defined below (the "**Existing Air Parcel**"), which is under the management of the City's Department of Community and Economic Development ("**DCED**") and which is depicted on Exhibit A.

C. The Existing Air Parcel was used for the operation and maintenance of a pedestrian bridge connecting the Parking Garage to the Convention Center, which pedestrian bridge was demolished prior to the Effective Date.

D. Whex is the owner of the real property located at 210 West Fourth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel IDs 145-0001-0124-00 and 145-0001-0449-00) as depicted on Exhibit A (the "**Whex Property**"). The Whex Property is used for the operation of a parking garage (the "**Parking Garage**") and Whex requires the use of a to be subdivided portion of Home Alley, being the eastern 15 feet of Home Alley, as depicted on Exhibit A ("**Eastern Home Alley**"), for the operation of the Parking Garage.

E. Pursuant to that certain *Development Agreement* dated on or about the date hereof by and among the City, Developer, and the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio (the "**Development Agreement**"), Developer has agreed to construct a new hotel to serve the Convention Center (the "**Hotel**") on the following parcels of real estate: (i) 251 West Fifth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel ID 145-0001-0316-00) ("**251 West Fifth**"), (ii) 240 West Fourth Street, Cincinnati, Ohio (Hamilton County Auditor's Parcel ID 145-0001-0102-00) ("**240 West Fourth**"), and (iii) a to be subdivided portion of Home Alley, being the western 5 feet of Home Alley ("**Western Home Alley**"), all as depicted on Exhibit A (the "**Hotel Project**").

F. The parties agree that 251 West Fifth and 240 West Fourth are currently owned by The Port of Greater Cincinnati Development Authority, a port authority and political subdivision duly organized and validly existing under the laws of the State of Ohio (the "**Port**") and that the parties hereto are entering into separate agreements with the Port and other parties (the "**Separate Agreements**") governing the transfers of 251 West Fifth and 240 West Fourth, which will be combined and consolidated with Western Home Alley (collectively, the "**Consolidated Hotel Parcel**") and owned in fee by Developer, upon the conclusion of the transfers set forth in this Agreement and the Separate Agreements.

G. As a part of the Hotel Project, and pursuant to the terms and conditions of the Development Agreement, Developer has agreed to construct an enclosed and elevated walkway to provide cross pedestrian access between the Hotel, the Parking Garage, and the Convention Center (the "**Skybridge**"). The Skybridge is depicted on the skybridge site plan attached hereto as Exhibit B (*Skybridge Site Plan*) and shall be constructed within a to be created air parcel, located above portions of West Fifth, the Whex Property, and Eastern Home Alley, as more particularly depicted on Exhibit B (collectively, the "**Consolidated Air Parcel**"), and that Consolidated Air Parcel will be owned in fee by Developer upon the conclusion of the transfers set forth in this Agreement and the Separate Agreements.

H. In order to facilitate creation of the Consolidated Hotel Parcel and the Consolidated Air Parcel, the parties hereto will undertake the following actions:

1. The City will transfer the Existing Air Parcel to Whex.

2. The City will vacate Home Alley as public right-of-way and transfer Home Alley to Whex.

3. The City will vacate as public right-of-way and transfer to Whex an air parcel over West Fifth as depicted on Exhibit B (the "**West Fifth Air Parcel**").

4. Whex will subdivide the former Home Alley into Eastern Home Alley and Western Home Alley and transfer Western Home Alley to Developer (or the Port on behalf of Developer) and Whex and Developer will enter into a separate reciprocal easement agreement governing the construction, operation, and maintenance of Eastern Home Alley and Western Home Alley (the "**Ground REA**"), in substantially similar form as attached hereto as Exhibit C (*Form of Ground REA*).

5. Whex will submit a subdivision to consolidate the Whex Property, the Existing Air Parcel, Eastern Home Alley, and the West Fifth Air Parcel as one parcel and to create the Consolidated Air Parcel, as shown on Exhibit B, and Whex, Developer, and the City will enter into a separate reciprocal easement agreement governing the operation and maintenance of the Consolidated Air Parcel (the "**Skybridge REA**"), in substantially similar form as attached hereto as Exhibit D (*Form of Skybridge REA*).

6. Developer will consolidate (or cause to be consolidated) 251 West Fifth, 240 West Fourth, and Western Home Alley to create the Consolidated Hotel Parcel.

7. Whex will transfer the Consolidated Air Parcel to Developer (or the Port on behalf of Developer).

I. Additionally, to facilitate the construction and operation of the Hotel Project, including the Skybridge, the City shall enter into the following easements with Developer, as depicted on the easement site plan attached hereto as Exhibit E (*Easement Site Plan*): (i) a support column and grade beam easement on a portion of the north side of West Fifth and on a portion of the Convention Center property, as depicted on Exhibit E (collectively, the "**Column and Grade Beam Easement**"), and (ii) a canopy easement over portions of the north side of West Fourth Street and Plum Street, as depicted on Exhibit E (collectively, the "**Canopy Easement**", and, together with the Column and Grade Beam Easement, being the "**City Easements**"). In addition, Whex and Developer shall enter into a support column easement, as

depicted on Exhibit E for the construction of the Skybridge, over a portion of the Whex Property ("**Whex Column Easement**").

J. The City shall vacate as public right-of-way and transfer Home Alley pursuant to Ohio Revised Code Chapter 723, which allows the legislative authority of a municipal corporation to convey the fee simple estate or other interest in land used for streets and alleys if it has determined that the property is not needed for any municipal purpose.

K. The City Manager, in consultation with DOTE and DCED, has determined that: (i) Home Alley is not needed for transportation or any other municipal purposes, and that the City's vacation and conveyance of Home Alley will not be detrimental to the public interest; (ii) the City's vacation and conveyance the West Fifth Air Parcel will not have an adverse effect on the City's retained interest in the West Fifth right-of-way; (ii) the City Easements will not unreasonably interfere with the City's use of the Convention Center Property, West Fifth, West Fourth, or Plum Streets for municipal purposes; (iii) granting the City Easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) conveying the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel to Whex without competitive bidding is in the best interest of the City because the City has developed a comprehensive strategy for the redevelopment of the area generally surrounding the Convention Center along Race Street, Central Avenue, Fourth Street, and Sixth Street (the "**District**"), and has engaged 3CDC by and through its affiliate 3CDC Development Manager LLC, an Ohio limited liability company, to provide general planning, development, and management services as it relates to the revitalization of certain properties located within the District, and, as a practical matter, Whex is the only entity that can take ownership of the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel in order to effectuate the construction of the Skybridge in a commercially reasonable manner.

L. The City's Real Estate Services Division has determined, by professional appraisal, that (i) the fair market value of the Existing Air Parcel is $645,000, (ii) the fair market value of Home Alley is $250,000, (iii) the fair market value of West Fifth Air Parcel is $95,000 , (iv) the fair market value of the Column and Grade Beam Easement is $18,900, and (v) the fair market value of the Canopy Easement is $36,600; however, the City is agreeable to convey the aforementioned real property interests for less than fair market value; namely, for $1.00 because the City will receive economic and non-economic benefits from the Hotel Project that are anticipated to equal or exceed the aggregate fair market value of the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel and the City Easements because the City anticipates that the Hotel Project will stimulate economic activity and growth in the Central Business District through the renovation and reactivation of the vacant structure parcels and enhancing the streetscape surrounding the Central Business District, and because the general feasibility of the Hotel Project depends on such conveyance for $1.00.

M. 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.

N. The City believes that the Hotel Project and associated vacation and sale of the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel and grant of the City Easements is in the vital and best interests of the City and the health, safety, and welfare of their residents, and in accordance with the public purposes and provisions of applicable federal, state, and local laws and requirements.

O. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the City's transfer of the Existing Air Parcel, the vacation and transfer of Home Alley, the creation, vacation, and transfer of the West Fifth Air Parcel, and the conveyance of the City Easements, all as more particularly described herein, at its meeting on September 5, 2025, and approved the proposed development plan and final plat for the subdivision of the Whex Property, as more particularly described herein, at its meeting on October 17, 2025.

P. Execution of this Agreement was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

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

1. Purchase Prices.

(A) Purchase Price for City Properties. Subject to the terms and conditions set forth herein, the City hereby agrees to sell the Existing Air Parcel, Home Alley, and the West Fifth Air Parcel (collectively, the "**City Properties**") to Whex, and Whex hereby agrees to purchase the City Properties from the City for a purchase price of $1.00 (the "**City Properties Purchase Price**").

(B) Purchase Price for City Easements. Subject to the terms and conditions set forth herein, the City hereby agrees to grant and convey the City Easements to Developer for a purchase price of $1.00 (the "**City Easements Purchase Price**"; and, together with the City Properties Purchase Price, the "**Purchase Price**").

2. Conditions. Whex and Developer, each on behalf of itself, hereby acknowledge that it is familiar with the condition of the City Properties and areas that will be subject to the City Easements, and accepts the same in "as is" condition with all faults and defects, known or unknown. The City makes no representations or warranties concerning the title, condition, or characteristics of the City Properties, areas of the City Easements, or the suitability or fitness of the same for any purpose. Whex and Developer, each on behalf of itself, hereby acknowledge and agree that it is not relying upon any such representations or warranties from the City and, from and after the closing of the real estate transactions contemplated in this Agreement (including under Section 4 hereof), as determined by the parties (the "**Closing**"), the City shall have no liability of any kind to Whex or Developer for any defects, adverse environmental condition, or any other matters affecting the City Properties or areas of the City Easements. The City's obligations set forth herein, including the obligations to close on and complete the transfers and conveyances described herein are conditioned upon the satisfaction, as of the date of the Closing, of Whex and Developer with all terms and conditions set forth herein and in the Ground REA, Skybridge REA, and Separate Agreements (the "**Conditions**").

3. City Easements and Conveyances.

(A) Conveyances. The City shall take all necessary and appropriate action to: (i) transfer and quitclaim the Existing Air Parcel to Whex via quitclaim deed in substantially similar form as Exhibit F (*Form of Quitclaim Deed – Existing Air Parcel*) attached hereto; (ii) vacate as public right-of-way the West Fifth Air Parcel via quitclaim deed in substantially similar form as attached hereto as Exhibit G (*Form of Quitclaim Deed for Vacation – West Fifth Air Parcel*) attached hereto; (iii) transfer the West Fifth Air Parcel to Whex via quitclaim deed in substantially similar form as Exhibit H (*Form of Quitclaim Deed to Whex– West Fifth Air Parcel*) attached hereto; (iv) vacate as public right-of-way Home Alley via quitclaim deed in substantially similar form as attached hereto as Exhibit I (*Form of Quitclaim Deed for Vacation – Home Alley*); and (v) transfer Home Alley to Whex via quitclaim deed in substantially similar form as Exhibit J (*Form of Quitclaim Deed to Whex – Home Alley*) attached hereto.

(B) Easements. The City and Developer shall execute the: (i) Column and Grade Beam Easement in substantially similar form as Exhibit K (*Form of Column and Grade Beam Easement*) attached hereto and (ii) Canopy Easement to Developer in substantially similar form as Exhibit L (*Form of Canopy Easement*) attached hereto. Whex and Developer shall execute the Whex Column Easement in substantially similar form as Exhibit N (*Form of Whex Column Easement*) attached hereto. Upon execution of the above-described easements, such documents shall be held in escrow until the financial closing of the Hotel Project, in which event said easements will be recorded in accordance with the agreement of the parties.

(C) Right to Terminate. If a party determines, after exercising good faith efforts, that any of the Conditions are not or cannot be satisfied within a reasonable period, such party shall have the right to terminate this Agreement by giving written notice thereof to the other parties, whereupon this Agreement and all rights and obligations of the parties hereunder shall terminate. If all the Conditions have not been satisfied to the satisfaction of all parties or waived in writing and for that reason the Closing has not occurred within **12 months** of the Effective Date, this Agreement and all rights and obligations of the parties hereunder shall automatically terminate. Upon the occurrence of Closing, all Conditions will be deemed satisfied by the parties hereto.

(D) Closing Date. Provided the Conditions have been satisfied, the Closing shall take place _____ _____, 2026 or on such earlier or later date as the parties may agree upon.

(E) Closing Costs and Closing Documents. At the Closing, (i) the City shall confirm that Whex has paid the Purchase Price in full, and (ii) the City shall convey all its right, title, and interest in and to the properties described above. Whex shall pay all Hamilton County, Ohio recording fees, transfer tax, and any and all other customary closing costs associated with the Closing. There shall be no proration of real estate taxes and assessments at Closing, and from and after the Closing, Whex shall pay all real estate taxes and assessments thereafter becoming due. At Closing, the parties shall execute a settlement statement and all other customary closing documents necessary for the Closing in such forms as approved by the City. The City shall not, however, be required to execute a title affidavit at Closing or other similar documents pertaining to title. Pursuant to Section 301-20, Cincinnati Municipal Code, at Closing, Whex shall pay to the City all unpaid related and unrelated fines, penalties, judgments, water, or other utility charges, and any and all other outstanding amounts owed by Whex to the City. The provisions of this Agreement shall survive the City's execution and delivery of the conveyance instruments and shall not be deemed to have been merged therein. In connection with Closing, the City shall execute and deliver to Developer an original and recordable termination agreement for the following instruments that affect the Consolidated Hotel Parcel: (i) that certain Covenant Accepting Terms and Conditions of the Decision of the Historic Conservation Board in File No. 08-2000 dated August 8, 2000 and recorded August 23, 2000 in Official Record Book 8353, Page 1794, Hamilton County, Ohio Records, including, but not limited to, Conditions to Variance granted by Historic Conservation Board on July 24, 2000 set forth therein, as may be affected by that certain Amended and Restated Covenant by and between the City of Cincinnati, an Ohio municipal corporation, and the Hamilton County Land Reutilization Corporation, an Ohio non-profit community improvement corporation, dated June 28, 2018 and recorded July 2, 2018 in Official Record Book 13701, Page 2153, Hamilton County, Ohio Records, and (ii) terms and conditions of that certain unrecorded Joint Assessment Agreement disclosed therein.

(F) Intentionally Omitted.

(G) 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 Western Home Alley, 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 or Whex to the City or otherwise obtained by the City, Developer shall (i) at no expense to the City, promptly take all commercially reasonable steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, 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; provided, however, Developer shall have no liability hereunder to the extent such Pre-existing Environmental Condition is a result of the City's gross negligence. Developer's remediation and indemnity obligations under this paragraph shall survive the completion of the Hotel Project. As a material inducement to the City to enter into this Agreement, Whex does hereby agree that, with respect to any Pre-existing Environmental Condition on or otherwise affecting Eastern Home Alley, 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 or Whex to the City or otherwise obtained by the City, Whex shall (i) at no expense to the City, promptly take all commercially reasonable steps necessary to remediate such Pre-existing Environmental Condition, within a reasonable time after discovery, to the satisfaction of the City's Office of Environment and Sustainability, and (ii) defend, indemnify, and hold the City harmless from and against any and all actions, suits, claims, losses, costs (including, without limitation, 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; provided, however, Whex shall have no liability hereunder to the extent such Pre-existing Environmental Condition is a result of the City's gross negligence. Whex's remediation and indemnity obligations under this paragraph shall survive the completion of the Hotel Project.

4. Whex Subdivisions, Transfers, and Consolidations. Whex shall take all necessary and appropriate action to: (i) subdivide Home Alley into Eastern Home Alley and Western Home Alley pursuant to the subdivision plat attached hereto as Exhibit M (*Form of Subdivision Plat – Home Alley*), (ii) convey Western Home Alley to Developer (or the Port on behalf of Developer) via quitclaim deed, (iii) consolidate the Whex Property, Existing Air Parcel, West Fifth Air Parcel, and Eastern Home Alley, and (iv) subdivide and consolidate to create the Consolidated Air Parcel pursuant to the plat attached hereto as Exhibit O (*Form of Consolidation Plat – Consolidated Air Parcel)* and (v) convey the Consolidated Air Parcel to Developer (or the Port on behalf of Developer) via quitclaim deed.

5. Plats and Legal Descriptions. Developer and Whex are responsible for the creation and submittal of all plats and legal descriptions necessary to effectuate their respective vacations, subdivisions, consolidations, transfers, conveyances, and the like contemplated herein.

6. Coordinated Report Conditions CR #48-2025, CR #77-2024, CR#46-2025, CR#21-2025, CR#70-2025 This Agreement is subject to the following terms and conditions from the coordinated reports of the City:

(A) DOTE:

i. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way (ROW). All improvements in the public ROW must be built to City standards, policies, and guidelines.

ii. The Skybridge in its entirety shall be designed and constructed in compliance with AASHTO, ODOT, DOTE, Ohio Building Code and National Electrical Code standards, pursuant to DOTE, B&I and IBI permit approval.

iii. The Skybridge shall be privately owned, operated and maintained in compliance with all local, state, and federal requirements.

iv. Intentionally deleted.

v. All metal and materials for any canopies over the right of way shall be of non-rusting or non-corroding materials so as not to stain the sidewalks, buildings or other surfaces.

vi. Construction drawings for any building mounted canopies or structures extending into the right-of-way shall be prepared by an engineer or architect registered in the State of Ohio, and must state the design loads on the drawings.

vii. Sidewalks must remain open and accessible to the public during installation of canopies. If any canopy installation will take longer than two hours a street use permit must be obtained from DOTE, unless otherwise covered by sidewalk construction and lane closure permits.

viii. Awnings, canopies, marquees or signs less than 15 feet above grade shall not extend into or occupy more than two-thirds (2/3) of the width of the sidewalk.

ix. Stanchions, columns or other supports supporting awnings, canopies, marquees or signs shall be no less than two (2) feet from the curb line, except as otherwise set forth in the Canopy Easement.

(B) Greater Cincinnati Water Works ("**GCWW**"):

i. GCWW infrastructure within Home Alley needs to be abandoned prior to construction of the Skybridge.

ii. [Intentionally deleted].

(C) [Intentionally deleted].

(D) [Intentionally deleted].

(E) Cincinnati Fire Department:

i. The Skybridge and associated structures over the West Fifth Street right-of-way must be not less than 14 (fourteen) feet above grade.

(F) Buildings and Inspections ("**B&I**"):

i. Whex and Developer shall each provide to the other no-build easements over Home Alley (except for the portions of Home Alley where the Skybridge is to be constructed) to the extent necessary to ensure maintained building code compliance.

ii. Easements for any canopies shall not be recorded until the final consolidation of parcels in accordance with this Agreement has been completed and recorded.

iii. A copy of any relevant easement shall be provided to B&I with the application for any permit necessary for the construction of canopies.

(G) City Planning and Engagement:

i. All proposed construction is subject to review under the DD Zoning District regulations and West Fourth Street Historic District Conservation Guidelines, and shall require a Certificate of Appropriateness from the Historic Conservation Board, all of which have been granted to Developer as of the Effective Date.

(H) Metropolitan Sewer District: Subject to easement reservation under Ohio Revised Code Chapter 723.041 in Exhibit I (*Form of Quitclaim Deed for Vacation – Home Alley*) and Exhibit J (*Form of Quitclaim Deed to Whex – Home Alley*).

(I) Stormwater Management Utility: All stormwater infrastructure shall become private and the maintenance and operation of the private stormwater infrastructure shall be the responsibility of Developer and Whex (as applicable).

In addition to the above stated conditions, any demolition, construction, installation, renovation or other work performed in completion of the Hotel Project, including the Skybridge, or otherwise contemplated under this Agreement shall be completed in compliance with the requirements of applicable national, state and municipal codes, and after obtaining the permits required by the same. This Agreement, or any easement or other conveyance made in accordance therewith, shall not act as or be considered an authorization to act in conflict with such national, state or municipal codes, or without obtaining the requisite permits.

7. Insurance; Indemnification.

(A) Insurance. Throughout construction, each of Whex and Developer shall maintain, or cause to be maintained, the following insurance, as to itself and its own construction projects only: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least $5,000,000 per occurrence, combined single limit/$5,000,000 aggregate, naming the City as additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork), (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents (as defined in the Development Agreement) and/or by Developer's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City from time to time and which is available on commercially reasonable terms. Developer's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. For the avoidance of doubt, Developer may provide a list of one or more such companies to the City for pre-approval. Prior to commencement of construction, 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, and; 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 a copy of the endorsement to the City.

(B) Waiver of Subrogation. Whex and Developer, each on behalf of itself, hereby waives all claims and rights of recovery, and on behalf of Whex's and 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 Whex and 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 Whex and Developer shall at all times protect against such loss or damage by maintaining adequate insurance.

(C) Indemnity. Notwithstanding anything in this Agreement to the contrary, as a material inducement to the City to enter into this Agreement, Whex and Developer each shall defend, indemnify and hold the City, its officers, council members, employees and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, suits, claims, losses, costs (including without limitation attorneys' fees), demands,

judgments, liability and damages suffered or incurred by or asserted against the Indemnified Parties as a result of or arising from the acts of Whex or Developer (as applicable) and its agents, employees, contractors, subcontractors, licensees, invitees or anyone else acting at the request of Whex or Developer (as applicable) in connection with the projects set forth herein (collectively, the "**Project**").

8. Default; Remedies.

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

i. With respect to Developer, the occurrence of an "event of default" under the Development Agreement during the term of this Agreement after any applicable notice and cure period under said Development Agreement;

ii. With respect to Whex, the failure to perform (or cause to be performed) any obligation under this Agreement, the Development Agreement, or any other Project Documents (as defined in the Development Agreement), and failure by Whex to correct such failure within thirty (30) days after Whex's receipt of written notice thereof from the City; *provided, however*, that if the nature of the default is such that it cannot reasonably be cured within 30 days, Whex shall not be in default so long as Whex commences to cure the default within such 30-day period and thereafter diligently completes such cure within a reasonable period of time (but not exceeding 90 days) after Whex's receipt of the City's initial notice of default. The foregoing notwithstanding, if Whex's failure to perform or observe any obligation, duty, or responsibility under this Agreement creates a dangerous condition or otherwise constitutes an emergency as determined by the City, an event of default shall be deemed to have occurred if Whex fails to take corrective action immediately upon discovering such dangerous condition or emergency;

iii. The dissolution of Whex, the filing of any bankruptcy or insolvency proceedings by Whex, or the making by Whex of an assignment for the benefit of creditors; or

iv. The filing of any bankruptcy or insolvency proceedings against Whex, or the appointment of a receiver (temporary or permanent) for Whex, or the attachment of, levy upon, or seizure by legal process of any of Whex's property, that, in each such event, is not released within 60 days after the filing thereof.

(B) Remedies. Upon the occurrence of an event of default under this Agreement by Developer, the City shall be entitled to: (i) demand immediate repayment of all funds previously disbursed under the Development Agreement, (ii) if Closing has not yet occurred, terminate Developer's rights under this Agreement by giving Developer written notice thereof, (iii) 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 default, all at the expense of Developer, and (iv) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Developer shall be liable for all costs and damages, including without limitation attorneys' fees, suffered, or incurred by the City as a result of an event of default by Developer under this Agreement or the City's enforcement or termination of this Agreement as a result of an event of default by Developer under this Agreement. Upon the occurrence of an event of default under this Agreement by Whex, the City shall be entitled to: (i) if Closing has not yet occurred, terminate Whex's rights under this Agreement by giving Whex 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 default, all at the expense of Whex, and (iii) exercise any and all other rights and remedies under this Agreement or otherwise available at law or in equity. Whex shall be liable for all costs and damages, including without limitation attorneys' fees, suffered, or incurred by the City as a result of

an event of default by Whex under this Agreement or the City's enforcement or termination of this Agreement as a result of an event of default by Whex under this Agreement. The failure of the City to insist upon the strict performance of any covenant or duty or to pursue any remedy under this Agreement shall not constitute a waiver of the breach of such covenant or of such remedy.

(C) Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, the rights, obligations, duties, and responsibilities of Whex under this Agreement are separate from the rights, obligations, duties, and responsibilities of Developer under this Agreement and must be enforced separately. A default or event of default by Whex under this Agreement shall not constitute a default or event of default by Developer or result in the termination of this Agreement or the vested rights provided herein as to Developer. A default or event of default by Developer under this Agreement shall not constitute a default or event of default by Whex or result in the termination of this Agreement or the vested rights provided herein as to Whex.

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

To the City:

City of Cincinnati
805 Central Avenue, 7th Floor
Attn: DCED Director
Cincinnati, OH 45202

To Whex:

101 West Fifth LLC
1203 Walnut Street, 4th Floor
Cincinnati, Ohio 45202
Attn: Legal

To Developer:

Cincinnati CH (OH), LLC
303 Peachtree Center Avenue NE #575
Atlanta, Georgia 30303

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

10. Whex Representations, Warranties, and Covenants. Whex makes the following representations, warranties, and covenants to induce the City to enter into this Agreement.

(A) Whex is a limited liability company duly organized and validly existing under the laws of the State of Ohio, has been properly qualified to do business in 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.

(B) Whex has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Whex and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Whex.

(C) The execution, delivery and performance by Whex of this Agreement 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 Whex, or any mortgage, indenture, contract, agreement or

other undertaking to which Whex is a party or which purports to be binding upon Whex or upon any of its assets, nor is Whex in violation or default of any of the foregoing.

(D) There are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Whex, threatened against or affecting Whex or any of its members, at law or in equity or before or by any governmental authority.

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

(F) The statements made in the documentation provided by Whex to the City that are descriptive of Whex or the proposed development project have been reviewed by Whex 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.

(G) Neither Whex nor any of its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City.

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

(A) Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, has been properly qualified to do business in 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.

(B) Developer has full power and authority to execute and deliver this Agreement and to carry out the transactions provided for therein. This Agreement has by proper action been duly authorized, executed and delivered by Developer and all actions necessary have been taken to constitute this Agreement, when executed and delivered, valid and binding obligations of Developer.

(C) The execution, delivery and performance by Developer of this Agreement 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.

(D) As of the Effective Date, there are no actions, suits, proceedings, or governmental investigations pending, or to the knowledge of Developer, threatened against or affecting Developer, at law or in equity or before or by any governmental authority.

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

(F) The statements made in the documentation provided by Developer to the City that are descriptive of Developer or the proposed development 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.

(G) As of the Effective Date, neither Developer nor any of its affiliates owe any outstanding fines, penalties, judgments, water or other utility charges or other amounts to the City that are delinquent.

12. Reporting Requirements.

(A) Submission of Records and Reports; Records Retention. Whex and Developer, each as to itself only, 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 any public right-of-way improvements required hereunder, this Agreement, or Whex's or Developer's involvement with the same, including, without limitation, audited financial statements, bank statements, income tax returns, information pertinent to the determination of finances of such public right-of-way improvements, 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 Whex and Developer and furnished to the City shall be in such form as the City may from time to time require but, notwithstanding the foregoing, may be provided by Developer in electronic format.

(B) City's Right to Inspect and Audit. During construction and for a reasonable period of time thereafter, such time being not less than 3 years after completion of construction, but not more frequently than once in any 6 month period, Whex and Developer shall permit the City and its designees and auditors to have reasonable access to and to inspect and audit Whex's Records and Reports and Developer's Records and Reports, respectively. In the event any such inspection or audit discloses a material discrepancy with information previously provided by Whex or Developer to the City, Whex or Developer (as applicable) shall reimburse the City for its out-of-pocket costs associated with such inspection or audit.

13. General Provisions.

(A) Assignment.

i. Assignments or Transfers by Whex. Whex shall not assign its rights or interests under this Agreement to any third party without the prior written consent of the City, which consent may be withheld in the City's sole discretion. Further, prior to completion of the Hotel Project, except for the transfers set forth in this Agreement and the Separate Agreements, Whex shall not transfer or convey any right or interest in the City Properties without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion.

ii. Assignments or Transfers by Developer Prior to Construction Completion. Prior to Construction Completion (as defined in the Development Agreement), Developer shall not, without the prior written consent of the City, except for the transfers set forth in this Agreement and the Separate Agreements, transfer any portion of the Hotel Project or assign its rights or interests under this Agreement, other than: (a) in connection with an Estate Planning Transfer (as defined in the Development Agreement) or an Affiliate Transfer (as defined in the Development Agreement), provided that, in each case, Ambrish Baisiwala or John C. Portman IV retain control of the day-to-day management of Developer (the "**Key Executive Condition**"), (b) in connection with closing on any financing or refinancing contemplated under Section 13(F) of the Development Agreement, (c) in connection with a Foreclosure (as defined in the Development Agreement), (d) pursuant to the Hotel Management Agreement (as defined in the Development Agreement) or any Hotel Franchise Agreement (as defined in the Development Agreement), (e) in connection with entering into leases or licenses

granted in the ordinary course of Developer's business (e.g., leases of retail space in the Hotel Project), or (f) the granting of easements, restrictions, covenants or other encumbrances that are reasonably necessary for the development and operation of the Hotel Project, including, without limitation, any such easements, restrictions, covenants or other encumbrances required under applicable law (any transfer or assignment under clauses (a) through (f) is a "**Permitted Transfer**").

iii. Assignments or Transfers Following Completion of Hotel Project. After Construction Completion, Developer shall not, without the prior written consent of the City, transfer any portion of the Hotel Project or assign its rights or interests under this Agreement, other than in connection with a Permitted Transfer; provided, however, that the Key Executive Condition shall no longer apply to a Permitted Transfer under Section 13(A)(ii)(a).

iv. Change of Control. Any Change of Control (as defined in the Development Agreement), other than in connection with an Estate Planning Transfer or an Affiliate Transfer, shall require the prior written consent of the City.

v. QREI Transfers. Notwithstanding the terms of Sections 13(A)(ii), 13(A)(iii) or 13(A)(iv) or anything to the contrary elsewhere in this Agreement, after Construction Completion, the City's consent to a QREI Transfer (as defined in the Development Agreement) will automatically be deemed given upon satisfaction of the following conditions:

1. Developer provides the City the identity of all parties, a copy of the purchase agreement, and the organizational documents of the transferee;
2. Developer provides the City evidence that the then-current Hotel Operator (as defined in the Development Agreement) will continue to operate the Hotel Project, or evidence that the proposed transferee has engaged a replacement Hotel Operator with a national reputation for quality of management and operation of first class "national flag" hotels;
3. There is no event of default hereunder beyond any applicable notice and cure period; and
4. If the QREI Transfer involves an assignment of this Agreement, Developer provides the City evidence that the transferee will assume Developer's responsibilities under this Agreement from and after the effective date of the assignment (the "**Assignment Date**") pursuant to a commercially reasonable form of assignment and assumption agreement.

vi. Release. Upon the assignment of Developer's rights and interests under this Agreement, to the extent permitted hereunder (and, if applicable, after obtaining the written consent of the necessary counterparty or counterparties hereto), and the assumption by the assignee of all of the liabilities and obligations of Developer arising under this Agreement from and after the Assignment Date, the assignor shall be automatically released from any liabilities or obligations under this Agreement to which Developer is a party to the extent such liabilities or obligations arise from and after the Assignment Date.

(B) Entire Agreement. This Agreement (including all exhibits), together with the Development Agreement and all other Project Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior discussions, negotiations, representations, or agreements, written or oral, between them respecting the subject matter hereof. In the event that any of the provisions of this Agreement purporting to describe specific provisions of the Development Agreement are

in conflict with the specific provisions of the Development Agreement, the specific provisions of the Development Agreement shall control.

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

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

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

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

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

(H) No 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. The City, Developer, and Whex represent to each other that they have not dealt with a real estate broker, salesperson or other person who might claim entitlement to a fee or other compensation 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.

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

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

(O). Exhibits. The following exhibits are attached hereto and made a part hereof:

Exhibit A – Site Plan
Exhibit B – Skybridge Site Plan
Exhibit C – Form of Ground REA
Exhibit D – Form of Skybridge REA
Exhibit E – Easement Site Plan
Exhibit F – Form of Quitclaim Deed – Existing Air Parcel
Exhibit G – Form of Quitclaim Deed for Vacation – West Fifth Air Parcel
Exhibit H – Form of Quitclaim Deed to Whex – West Fifth Air Parcel
Exhibit I – Form of Quitclaim Deed for Vacation – Home Alley
Exhibit J – Form of Quitclaim Deed to Whex – Home Alley
Exhibit K – Form of Column and Grade Beam Easement
Exhibit L – Form of Canopy Easement
Exhibit M – Form of Subdivision Plat – Home Alley
Exhibit N – Form of Whex Column Easement
Exhibit O – Form of Consolidation Plat – Consolidated Air Parcel

[*SIGNATURE PAGES FOLLOW*]

This Agreement is executed by the parties on the dates indicated below their signatures, effective as of the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Approved as to Form:

_____
Assistant City Solicitor

Certified Date: _____

Fund/Code: _____

Amount: _____

By: _____
Steve Webb, City Finance Director

[*Whex's and Developer's Signature Page Follows*]

Whex Garage LLC
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Cincinnati CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

Date: _____, 2026

Exhibit A

to Real Estate Agreement

Site Plan
See attached.

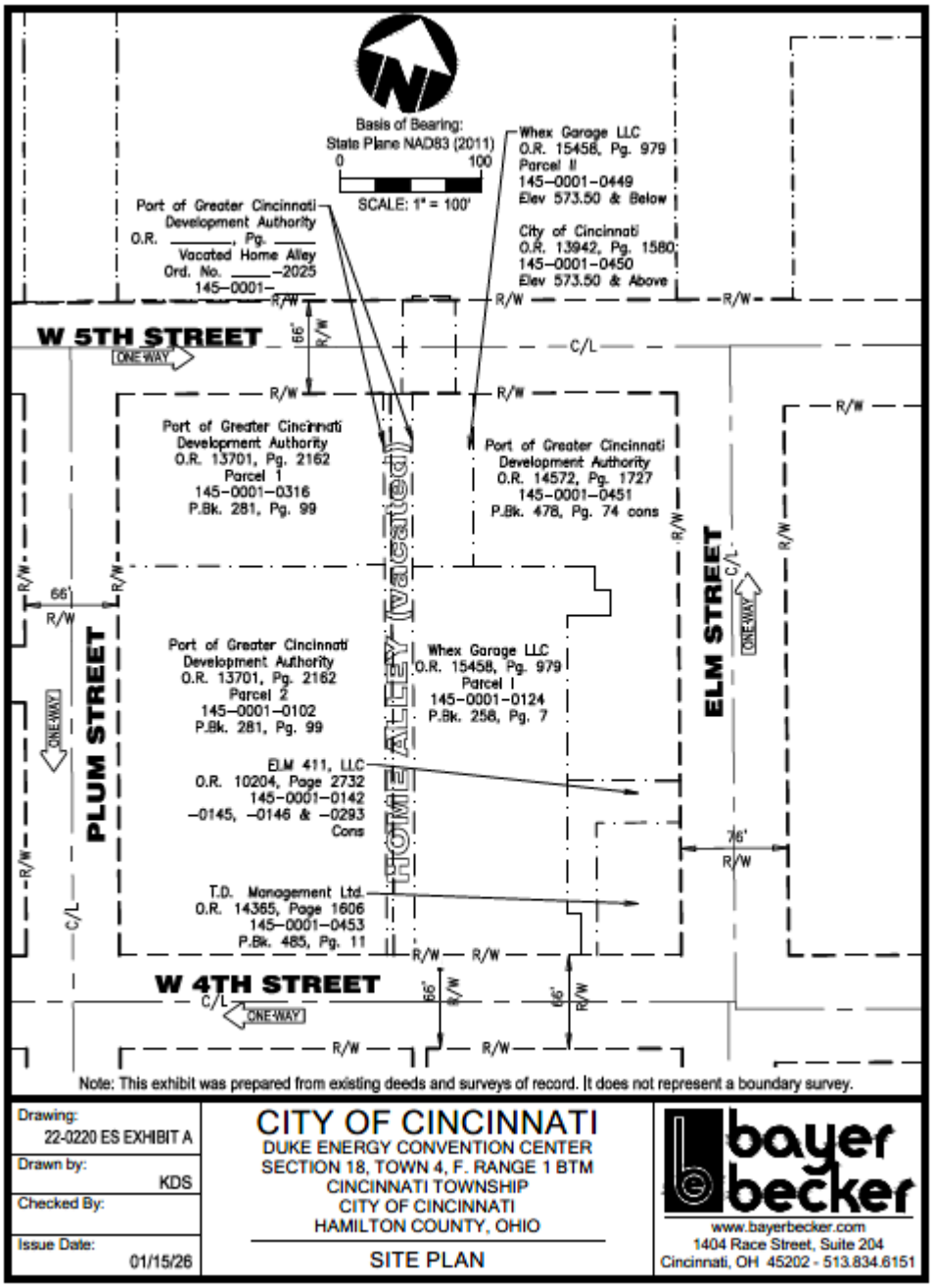
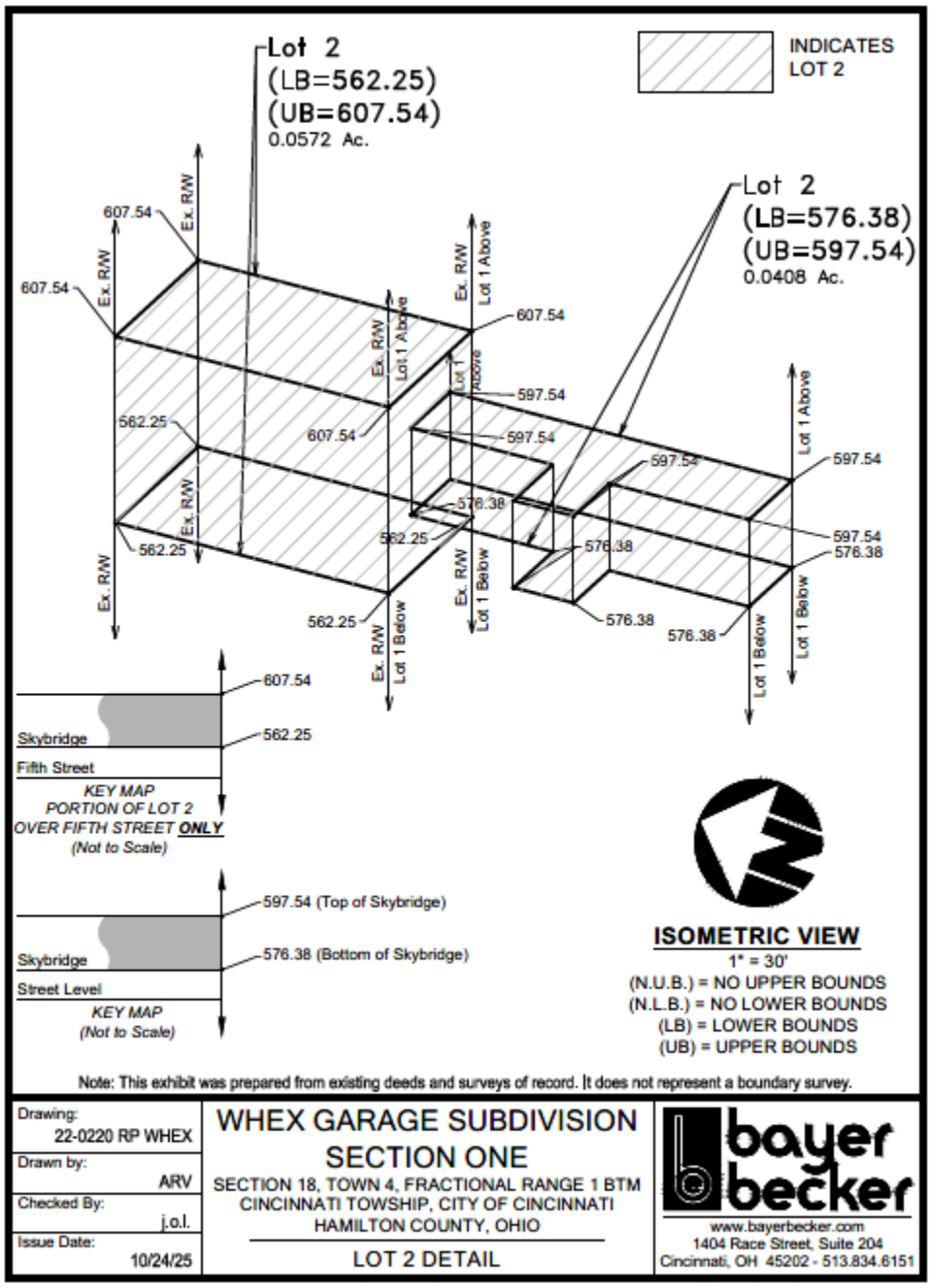


Exhibit B

to Real Estate Agreement
Skybridge Site Plan

See attached.



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 RP WHEX
Drawn by:	ARV
Checked By:	j.o.l.
Issue Date:	10/24/25

WHEX GARAGE SUBDIVISION SECTION ONE

SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

LOT 2 DETAIL

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Exhibit C

to Real Estate Agreement

Form of Ground REA

[see attached]

(ABOVE LINE FOR RECORDER'S USE ONLY)

RECIPROCAL COVENANTS, RESTRICTIONS, AND EASEMENTS AGREEMENT
(FORMER HOME ALLEY)

This **Reciprocal Covenants, Restrictions, and Easements Agreement** ("Agreement") is hereby made as of this _____ day of _____ 2026 ("Effective Date"), by and between **Whex Garage LLC**, an Ohio limited liability company ("Whex"), whose address is 1203 Walnut Street, Fourth Floor, Cincinnati, Ohio 45202, and **Cincinnati CH (OH), LLC**, a Delaware limited liability company ("Cincinnati CH") (collectively, the "Parties"), whose address is 303 Peachtree Center Avenue Northeast, Suite 575, Atlanta, Georgia 30303, under the following circumstances:

WHEREAS Whex owns fee title to that certain tract of real property being more particularly described on the document attached hereto and incorporated herein as **Exhibit A** (*Legal Description: Garage Property*) ("Garage Property"), upon which is situated a multi-level parking facility ("Garage"); and

WHEREAS the Garage Property contains a portion of the vacated public right-of-way formerly known as Home Alley, such portion of Home Alley being more particularly described on the document attached hereto and incorporated herein as **Exhibit B** (*Legal Description: Garage Home Alley Parcel*) and being labeled "Parcel 2" on the document attached hereto and incorporated herein as **Exhibit C** (*Depiction: Former Home Alley*) ("Garage Home Alley Parcel"); and

WHEREAS Cincinnati CH owns fee title to that certain tract of real property being more particularly described on the document attached hereto and incorporated herein as **Exhibit D** (*Legal Description: Hotel Property*) ("Hotel Property"), upon which is, or will be, constructed a convention center hotel being more particularly described below ("Hotel"); and

WHEREAS the Hotel Property contains a portion of the previously vacated public right-of-way formerly known as Home Alley, such portion of Home Alley being more particularly described on the document attached hereto and incorporated herein as **Exhibit E** (*Legal Description: Hotel Home Alley Parcel*) and being labeled "Parcel 1" on the document attached hereto and incorporated herein as **Exhibit F** (*Depiction: Former Home Alley*) ("Hotel Home Alley Parcel"); and

WHEREAS Cincinnati CH also owns fee title to that certain recently consolidated air parcel located above West Fifth Street ("Fifth Street") and the Garage Property as depicted on the Site Plan and being more particularly described on the document attached hereto and

incorporated herein as **Exhibit G**(*Legal Description: Air Parcel*) ("Air Parcel") and holds easement interests pursuant to the City Grant of Easements (defined below) and Whex Grant of Easements (defined below), which will all be used for the construction of an elevated and enclosed pedestrian skybridge to connect the Convention Center (defined below), the Garage, and the Hotel ("Skybridge"), pursuant to the to the permit drawings identified on **Exhibit H** (*List of Skybridge Plans*) ("Skybridge Plans"), which have been approved by Whex and the City as of the Effective Date and which may be amended from time to time with the approval of Whex and the City (via the City Manager's Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed; and

WHEREAS the City of Cincinnati, an Ohio municipal corporation ("City"), the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio, and Cincinnati CH are parties to that certain Development Agreement, dated _____, 2026 ("Development Agreement"), pursuant to which Cincinnati CH has constructed or will be constructing the Hotel on the Hotel Property and the Skybridge within the Air Parcel, all within the municipal boundaries of the City of Cincinnati, Ohio, such project site being depicted on the document attached hereto and incorporated herein as **Exhibit I** (*Site Plan*), and being generally described as follows:

(i) a Hotel comprised generally of (i) approximately seven hundred (700) hotel rooms, (ii) approximately sixty-three thousand (63,000) square feet of meeting space, (iii) an outdoor event area, (iv) approximately [4,500] square feet of leasable ground floor commercial space; and (v) full-service amenities; and

(ii) the Skybridge and certain attendant and appurtenant fixtures, operating within the Air Parcel and having certain foundation and support fixtures in, on, under, and over Fifth Street and the Garage Property and connecting to that certain building owned by the City and being commonly known as the Cincinnati Convention Center ("Convention Center"), the Garage, and the Hotel, as depicted on the Site Plan; and

WHEREAS the City and Cincinnati CH have executed, or will execute, an easement agreement accommodating for the construction and maintenance of support columns and grade beams for the benefit of the Skybridge in, under, on, over, and about Fifth Street and a portion of the real property on which the Convention Center is located, which agreement has been, or will be, filed in the Official Records for Hamilton County, Ohio; and

WHEREAS Cincinnati CH and Whex have executed, or will execute, an easement agreement accommodating for the construction and maintenance of support columns for the benefit of the Skybridge in, under, on, over, and about the Garage Property, which agreement has been, or will be, filed in the Official Records for Hamilton County, Ohio; and

WHEREAS Cincinnati CH, Whex, and the City have executed, or will execute, an agreement setting forth reciprocal covenants, restrictions, and easements for the management, use, and maintenance of the Skybridge, and certain other easements affecting the property of each, which agreement has been, or will be, filed in the Official Records for Hamilton County, Ohio; and

WHEREAS the Parties desire to establish certain covenants, restrictions, and easements to provide for the construction, maintenance, and operation of the Cincinnati CH Improvements and Whex Improvements and for the operation of and access to the Home Alley Property;

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

1. **Definitions**. As used in this Agreement, the following terms have the following meanings:

    1.1. **Cincinnati CH Improvements**. The term "Cincinnati CH Improvements" shall mean and refer to the Skybridge, Hotel, and such other fixtures and improvements as may be constructed on the Cincinnati CH Property.

    1.2. **Cincinnati CH Property**. The term "Cincinnati CH Property" shall mean and collectively refer to the Hotel Property, the Air Parcel, and easements appurtenant to the Hotel Property and the Air Parcel.

    1.3. **Easement Areas**. The term "Easement Areas" shall mean and refer to the Cincinnati CH Easement Areas and Whex Easement Areas.

    1.4. **Easement Facilities**. The term "Easement Facilities" shall mean and refer to the improvements, fixtures, and other facilities located within a particular Easement Area for the purpose of carrying out the activities permitted by such Easement.

    1.5. **Easements**. The term "Easements" shall mean and refer to the Cincinnati CH Easements and Whex Easements.

    1.6. **Owner**. The term "Owner" shall mean and refer to Cincinnati CH and its successors-in-interest with respect to the Cincinnati CH Property and Whex and its successors-in-interest with respect to the Whex Property. In each instance in which an Owner has the right under this Agreement to enter upon property belonging to any other Owner, such right of entry shall be deemed to extend to such Owner's officers, directors, agents, employees, contractors, and subcontractors.

    1.7. **Whex Improvements**. The term "Whex Improvements" shall mean and refer to the Garage and such other fixtures and improvements as may be constructed on the Whex Property.

    1.8. **Whex Property**. The term "Whex Property" shall mean and refer to the Garage Property and easements appurtenant to the Garage Property.

2. **Grant of Easements to Whex Encumbering Cincinnati CH Property**. Cincinnati CH hereby grants the following perpetual (except where noted below to be temporary) appurtenant easements to the Owner of the Whex Property (collectively, the "Whex Easements" and "Whex Easement Areas," as applicable).

    2.1. **Whex Maintenance & Repair Easement**. Cincinnati CH grants Whex a non-exclusive easement, for the benefit of the Whex Property, to enter upon such

portions of the Hotel Home Alley Parcel as necessary, from time to time, in connection with the maintenance, repair, and alteration of the Whex Improvements ("Whex Maintenance & Repair Easement").

2.2. **Whex Encroachment Easement**. Cincinnati CH grants Whex an exclusive easement, for the benefit of the Whex Property, under, on, or over such portions of the Hotel Home Alley Parcel where any and all encroachments of the Whex Improvements onto the Hotel Home Alley Parcel are or will be located upon completion of the Whex Improvements, including any naturally occurring shifting, settlement, or movement thereof ("Whex Encroachment Easement").

2.3. **Whex No-Build Easement**. Cincinnati CH grants Whex a non-exclusive easement, for the benefit of the Whex Property, upon such portions of the Hotel Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit J** (*Depiction: Whex No-Build Easement Area*), being more particularly described on the document attached hereto and incorporated herein as **Exhibit K** (*Legal Description: Whex No-Build Easement Area*) ("Whex No-Build Easement Area"), for the purpose of maintaining such area free from above-ground buildings, structures, or other improvements ("Whex No-Build Easement"). The Owner of the Cincinnati CH Property shall not construct, build, install, or place any above-ground buildings, structures, or other improvements of any kind upon the Whex No-Build Easement Area, except for the Skybridge. The Owner of the Cincinnati CH Property shall have the right to use the Whex No-Build Easement Area for uses not prohibited by this Agreement, including, without limitation, utilities, driveways, sidewalks, safety bollards, landscaping, light fixtures, signage, underground facilities and structures, and any other use permitted within the Whex No-Build Easement Area under applicable building and zoning laws.

2.4. **Whex Access Easement**. Cincinnati CH grants a non-exclusive easement for the benefit of the Whex Property, and all vendors, agents, contractors, subcontractors, visitors, customers, and users of the Whex Property ("Whex Access Easement"), for the purpose of taking vehicular and pedestrian ingress to and egress from the Whex Property by way of such portions of the Hotel Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit L** (*Depiction: Whex Access Easement Area*) ("Whex Access Easement Area"). Except as otherwise provided in this Section or elsewhere in this Agreement, Cincinnati CH shall keep such portions of the Whex Access Easement Area free from obstructions, including, but not limited to, valet traffic, cones, and bollards, that might interfere with access to the Garage by way of the Whex Access Easement. Whex shall maintain any Easement Facilities in such areas designed and constructed to facilitate such access, including, but not limited to, all driveways and sidewalks (except for any sidewalks located partially or wholly on the Cincinnati CH Property), but under all circumstances excluding the Skybridge, except as may otherwise be provided for in a separate agreement involving the Parties. Notwithstanding the foregoing, access pursuant to the Whex Access Easement may be limited or restricted as needed during periods of construction on the Cincinnati CH Property (not to exceed fifteen (15) days

without the prior written consent of Whex), upon reasonable prior notice to Whex, in which case no less than thirty (30) days' prior written notice shall be given to Whex.

2.5. **Whex Signage Easement**. Cincinnati CH grants a non-exclusive easement for the benefit of the Whex Property, for the installation, maintenance, repair, and replacement of directional and way-finding signage on the Hotel Home Alley Parcel, for the purpose of facilitating (but not interfering with) vehicular and pedestrian use and circulation of the Garage, the Whex Access Easement, and the Cincinnati CH Access Easement (defined below) ("Whex Signage Easement").

2.6. **Reserved Rights**. Cincinnati CH reserves all rights and privileges with respect to the Cincinnati CH Property to the extent its exercise of such rights and privileges does not impair the rights granted by Cincinnati CH to Whex under this Agreement**.**

3. **Grant of Easements to Cincinnati CH Encumbering Whex Property**. Whex hereby grants the following perpetual (except where noted below to be temporary), appurtenant easements to the Owner of the Cincinnati CH Property (collectively, the "Cincinnati CH Easements" and "Cincinnati CH Easement Areas," as applicable).

3.1. **Cincinnati CH Maintenance & Repair Easement**. Whex grants Cincinnati CH a non-exclusive easement, for the benefit of the Cincinnati CH Property, to enter upon such portions of the Garage Home Alley Parcel as necessary, from time to time, in connection with the maintenance, repair, and alteration of the Cincinnati CH Improvements ("Cincinnati CH Maintenance & Repair Easement").

3.2. **Cincinnati CH Utility Easement**. Whex grants Cincinnati CH a non-exclusive easement, for the benefit of the Cincinnati CH Property, under, on, or over such portions of the Garage Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit M**(*Depiction: Cincinnati CH Utility Easement Area*) ("Cincinnati CH Utility Easement Area") where Cincinnati CH-owned utility facilities, whether publicly or privately owned, are or will be located from time to time, for the use, maintenance, repair, alteration, replacement, and removal thereof, including reasonable access thereto ("Cincinnati CH Utility Easement"). Notwithstanding the foregoing, the Cincinnati CH Utility Easement also shall include non-exclusive use of the private portion of the sewer line located within the Cincinnati CH Utility Easement Area that is owned by Whex (the "Whex Sewer Line").

3.3. **Cincinnati CH Encroachment Easement**. Whex grants Cincinnati CH an exclusive easement, for the benefit of the Cincinnati CH Property, under, on, or over such portions of the Garage Home Alley Parcel where any and all encroachments of the Cincinnati CH Improvements, including, without limitation, utilities, driveways, sidewalks, safety bollards, landscaping, light fixtures, signage, and underground facilities and structures, onto the Garage Home Alley Parcel are or will be located upon completion of the initial construction of the Cincinnati CH Improvements, including any naturally occurring shifting, settlement, or movement thereof ("Cincinnati CH Encroachment Easement").

3.4. **Cincinnati CH No-Build Easement**. Whex grants Cincinnati CH a non-exclusive easement, for the benefit of the Cincinnati CH Property, upon such portions of the Garage Property as depicted on the document attached hereto and incorporated herein as **Exhibit N** (*Depiction: Cincinnati CH No-Build Easement Area*), being more particularly described on the document attached hereto and incorporated herein as **Exhibit O**(*Legal Description: Cincinnati CH No-Build Easement Area*) ("Cincinnati CH No-Build Easement Area"), for the purpose of maintaining such area free from any above-ground buildings, structures, or other improvements ("Cincinnati CH No-Build Easement"). The Owner of the Whex Property shall not construct, build, install, or place any above-ground buildings, structures, or other improvements of any kind upon the Cincinnati CH No-Build Easement Area. The Owner of the Whex Property shall have the right to use the Cincinnati CH No Build Easement Area for uses not prohibited by this Agreement, including, without limitation, utilities, driveways, sidewalks, landscaping, light fixtures, signage, underground facilities, and any other use permitted within the Cincinnati CH No-Build Easement Area under applicable building and zoning laws.

3.5. **Cincinnati CH Access Easement**. Whex grants a non-exclusive easement for the benefit of the Cincinnati CH Property, and all vendors, agents, contractors, subcontractors, visitors, customers, and users of the Cincinnati CH Property ("Cincinnati CH Access Easement"), for the purpose of taking vehicular and pedestrian ingress to and egress from the Garage, Hotel, and/or loading docks situated on the Hotel Property by way of such portions of the Garage Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit P** (*Depiction: Cincinnati CH Access Easement Area*) ("Cincinnati CH Access Easement Area"). Whex shall keep such portions of the Cincinnati CH Access Easement Area free from obstructions, including, but not limited to, valet traffic, cones, and bollards, that might interfere with access to the Hotel or Garage by way of the Cincinnati CH Access Easement; provided, however, nothing herein shall limit the Owner of the Whex Property from charging fees for use of the Garage. Whex shall maintain any Easement Facilities in such areas designed and constructed to facilitate such access, including, but not limited to, all driveways and sidewalks (except for any sidewalks located partially or wholly on the Cincinnati CH Property), but under all circumstances excluding the Skybridge, except as may otherwise be provided for in a separate agreement involving the Parties. Notwithstanding the foregoing, access pursuant to the Cincinnati CH Access Easement may be limited or restricted as needed during periods of construction on the Whex Property (not to exceed ten (10) days without the prior written consent of Cincinnati CH), upon reasonable prior notice to Cincinnati CH, in which case no less than thirty (30) days' prior written notice shall be given to Cincinnati CH.

3.6. **Cincinnati CH Foundation Easement**. Whex grants an exclusive easement for the benefit of the Cincinnati CH Property over such portions of the Garage Home Alley Parcel as depicted on the document attached hereto and incorporated herein as **Exhibit Q** (*Depiction: Cincinnati CH Foundation Easement Area*) for the purpose of constructing any and all footings, caissons, tiebacks, foundations, and

other foundational support structures and components as may be necessary and proper, or otherwise required by a governmental or quasi-governmental authority, to the construction and structural stability of the Hotel ("Cincinnati CH Foundation Easement"). The Cincinnati CH Foundation Easement is subject to any and all prior easements, including but not limited to the easement in favor of the Metropolitan Sewer District reserved by the City of Cincinnati in the prior quitclaim deeds vacating and conveying Home Alley.

3.7. **Cincinnati CH Construction Easement**. Whex grants a temporary easement for the benefit of the Cincinnati CH Property, and all employees, agents, contractors, and subcontractors of the Owner of the Cincinnati CH Property, (i) to enter upon such portions of the Whex Property as reasonably necessary and approved in advance by Whex, from time to time, in connection with the construction of the Cincinnati CH Improvements, including, without limitation, temporary closures from time to time of the Whex Access Easement Area and the Cincinnati CH Access Easement Area, and (ii) to enter and encroach into, onto, and/or through the air space located above the Whex Property for the booms and associated tackle of a tower crane and any related construction materials and equipment loaded or connected thereto (collectively, "Cincinnati CH Construction Easement"). The Cincinnati CH Construction Easement shall be in effect during the period of construction of the Cincinnati CH Improvements and shall automatically terminate and expire on December 31, 2029.

3.8. **Reserved Rights**. Whex reserves all rights and privileges with respect to the Whex Property to the extent its exercise of such rights and privileges does not impair the rights granted by Whex to Cincinnati CH under this Agreement.

4. **Prior Notice of Entry upon Easement Areas**. Except in the case of an emergency (in which case no prior written notice of entry shall be required, but with written notice given as soon after the occurrence of the emergency as reasonably practicable), in the event an Owner's exercise of its rights under this Agreement is likely to cause unreasonable noise, dust, or other disruption to the day-to-day operations or other activities then being conducted on the affected property, the Owner seeking to exercise such right shall notify the Owner of the affected property in writing prior to exercising its rights, whereupon said Owners shall work cooperatively and in good faith to develop a plan that will minimize the disruption and compensate the Owner of the affected property for costs that are likely to be incurred by the Owner of the affected property as a result of such disruption. Nothing in this Section 4 shall be construed to limit or otherwise modify the notice or consent requirements of Section 2.4 or Section 3.5 above.

5. **Construction Obligations**.

5.1. **Whex Construction Obligations**. Whex shall undertake and complete, or contract for the undertaking and completion of, at its sole cost and expense, the following fixtures in accordance with the requirements of this Section 5.1 (all such construction to be completed prior to Cincinnati CH's completion of the Skybridge and in a manner so as to not delay or interfere unreasonably with Cincinnati CH's completion of the Skybridge):

(i) construction of a stair tower and such other improvements and fixtures as shall be reasonably necessary to construct the Skybridge-Garage Attachments, to provide access to the Garage from the Skybridge as set forth on the Skybridge Plans, and to take ingress to and egress from the Skybridge by way of the Garage; and

(ii) construction of a vestibule between the Skybridge and the Garage ("Garage Vestibule"), as set forth on the Skybridge Plans.

6. **Maintenance & Repairs**.

6.1. **Allocation of Maintenance and Repair Obligations**. The responsibility for performing maintenance and repairs with respect to the Easement Facilities located within the Easement Areas shall be allocated among the Owners as follows: (Continues on Following Page)

Table 6.1

	Owner Responsible for Maintenance / Repairs	**Shared Maintenance Costs**
I. EASEMENTS TO WHEX FROM CINCINNATI CH		
Whex Maintenance & Repair Easement	Owner of Whex Property	No
Whex Encroachment Easement	n/a	n/a
Whex No-Build Easement	n/a	n/a
Whex Access Easement	Owner of Whex Property	Yes
Whex Signage Easement	Owner of Whex Property	Yes
II. EASEMENTS TO CINCINNATI CH FROM WHEX		
Cincinnati CH Maintenance & Repair Easement	Owner of Cincinnati CH Property	No
Cincinnati CH Utility Easement	Owner of Cincinnati CH Property (except the Whex Sewer Line)	Yes as to the Whex Sewer Line; No as to all other Easement Facilities
Cincinnati CH Encroachment Easement	n/a	n/a
Cincinnati CH No-Build Easement	n/a	n/a
Cincinnati CH Access Easement	Owner of Whex Property	Yes
Cincinnati CH Foundation Easement	Owner of Cincinnati CH Property	No
Cincinnati CH Construction Easement	Owner of Cincinnati CH Property	No

6.2. **Performance of Maintenance & Repairs within Easement Areas**. In performing its maintenance and repair obligations within the designated Easement Areas as specified in Table 6.1, each Owner shall maintain and repair, or cause to be maintained and repaired, the Easement Facilities within such designated Easement Areas in a continuous state of good and safe condition and repair and in

compliance with all applicable laws, codes, ordinances, and other governmental requirements. An Owner may contract for a third party to perform the maintenance obligations under this Section on its behalf. Notwithstanding anything to the contrary in this Section or in Table 6.1, the Owner of the Whex Property shall be responsible for performing, or causing to be performed, (i) all maintenance related to the street portions of the Whex Access Easement Area and the Cincinnati CH Access Easement Area, including without limitation removing snow and ensuring the Hotel's loading docks and valet drive remain unobstructed, and (ii) all maintenance related to the Whex Sewer Line portion of the Cincinnati CH Utility Easement Area. The costs for such maintenance shall be allocated to the Owners as set forth in Section 7 below. However, the Owner of the Cincinnati CH Property shall be solely responsible for maintaining and paying for the costs to maintain any sidewalks located partially or wholly on the Cincinnati CH Property.

6.3. **Performance of Maintenance & Repair outside Easement Areas**. With respect to the Whex Improvements and Cincinnati CH Improvements that are located outside the Easement Areas, each Owner shall, at its sole expense, maintain and keep, or cause to be maintained and kept, in good condition and repair the improvements located on its respective property, including without limitation the exterior façade of such improvements. It is the intent that the exterior façade of each of such improvements, including the design, physical components, and materials, colors, quality, landscaping, and character, shall at all times be maintained in accordance with the original construction and plans (as may be reasonably reconstructed from time to time) so as to maintain a first-class facility. Each Owner shall keep, or cause to be kept, its respective property clean, safe, and secure, and shall remove rubbish from such property on a regular basis. Notwithstanding anything to the contrary herein, the Owner of the Hotel Property shall be solely and exclusively responsible for removing any and all rubbish or other debris from the Whex Access Easement Area and the Cincinnati CH Access Easement Area that results from any dumpster situated upon or servicing the Hotel Property, and the Owner of the Whex Property shall be solely and exclusively responsible for removing any and all rubbish or other debris from the Whex Access Easement Area and the Cincinnati CH Access Easement Area that results from any dumpster situated upon or servicing the Whex Property.

7. **Shared Maintenance Costs**.

7.1. **Cost Allocation**. With regard to the performance of maintenance and repairs, including capital expenditures, within certain Easement Areas for which the Owner of the Whex Property is responsible as specified in Table 6.1 and which are designated as "Yes" under the column heading titled "Shared Maintenance Costs" in such table ("Shared Maintenance Costs"), the Owner of the Cincinnati CH Property shall be responsible for seventy-five percent (75%) of the Shared Maintenance Costs, and the Owner of the Whex Property shall be responsible for twenty-five percent (25%) of the Shared Maintenance Costs; provided, however, no portion of the Shared Maintenance Costs shall include a construction management fee, except that the applicable Owners shall agree upon a

construction management fee between five and 00/100 percent (5.00%) and ten and 00/100 percent (10.00%) of the total Shared Maintenance Costs for major repairs, such as the replacement or repair of a foundation or support column of the Skybridge. Such Shared Maintenance Costs shall apply to the maintenance, repair, replacement, and alteration obligations set forth in any Easement that is subject to Shared Maintenance Costs, regardless of whether any exercise of such Easement rights are required to undertake such maintenance, repair, replacement, or alteration. The term "Shared Maintenance Costs" also shall include any and all inspection fees, permit fees, and other similar one-time fees required in connection with the associated maintenance, repair, replacement, or alteration. Notwithstanding the foregoing, the following items shall be excluded from "Shared Maintenance Costs" and shall be the sole expense of the Owner of the Whex Property: (i) any maintenance expense necessary for the Garage Vestibule shall be the sole responsibility of the Owner of the Whex Property; and (ii) any maintenance expense necessary for any sidewalks located partially or wholly on the Cincinnati CH Property shall be the sole responsibility of the Owner of the Cincinnati CH Property. For the avoidance of doubt, maintenance costs related to the Whex Sewer Line shall be included in the "Shared Maintenance Costs".

7.2. **Annual Operating Budget for Shared Maintenance Costs**. No later than January 1 of each year, the Owner of the Whex Property shall submit to the Owner of the Cincinnati CH Property for its review a proposed budget for the Shared Maintenance Costs, including, by separate line item, any anticipated capital expenditures and operating expenditures, for the upcoming fiscal year (July 1 – June 30). Such Owners shall work cooperatively and in good faith to mutually approve the budget no later than April 30 of such year ("Approved Operating Budget"). So long as an expenditure for a Shared Maintenance Cost is provided for on the Approved Operating Budget, the Owner of the Whex Property shall be permitted to incur such cost and obtain reimbursement from the Owner of the Cincinnati CH Property for such Owner's allocated share under Section 7.3, without any other approval by the Owner of the Cincinnati CH Property. With respect to Shared Maintenance Costs that are not provided for on the Approved Operating Budget, in order for the Owner of the Whex Property to obtain reimbursement from the Owner of the Cincinnati CH Property for such Owner's allocated share under Section 7.3, the Owner of the Whex Property must obtain the prior written approval of such expenditure from the Owner of the Cincinnati CH Property, which such Owner agrees to reasonably respond to in a timely manner; provided, however, unforeseen and/or emergency expenditures required to maintain the Whex Easement Areas and the Cincinnati CH Easement Areas in a safe and operational condition shall be paid as requested.

7.3. **Submission of Statements for Reimbursement**. On a periodic basis (i.e., monthly, quarterly, semi-annually, or annually, as determined from time to time by the Owner of the Whex Property and the Owner of the Cincinnati CH Property to be appropriate), the Owner of the Whex Property shall submit a written invoice and request for reimbursement to the Owner of the Cincinnati CH Property for such Owner's allocated share of the actual Shared Maintenance Costs for the then current fiscal year, as approved by the Owner of the Cincinnati CH Property, if

required, under Section 7.2, together with copies of invoices and/or other documentation substantiating such costs. The Owner of the Cincinnati CH Property shall pay its allocated share of such Shared Maintenance Costs to the Owner of the Whex Property within thirty (30) days after receiving such reimbursement request and supporting documentation.

8. **Insurance**.

8.1. **Insurance During Construction**. Throughout construction of the Cincinnati CH Improvements, Cincinnati CH shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least $5,000,000 per occurrence, combined single limit/$5,000,000 aggregate, naming Whex and its successors as additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork), (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents (as defined in the Development Agreement) and/or by Cincinnati CH's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City from time to time and which is available on commercially reasonable terms. Cincinnati CH's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. For the avoidance of doubt, Cincinnati CH may provide a list of one or more such companies to the City for pre-approval. Prior to commencement of construction, Cincinnati CH 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, and; provided that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Cincinnati CH shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide a copy of the endorsement to the City.

8.2. **Insurance After Construction**. After completion of construction of the Cincinnati CH Improvements, the Owner of the Cincinnati CH Property shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming the Owner of the Whex Property as an additional insured; and (ii) special peril property insurance in an amount not less than the full replacement cost of the Cincinnati CH Improvements. The Owner of the Cincinnati CH Property's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the Owner of the Whex Property, 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 Owner of the Whex Property. After completion of construction of the Whex Improvements, the Owner of the Whex Property shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming the Owner of the Cincinnati CH Property as an additional insured, (ii) special peril property insurance in an amount not less than the full replacement cost of the Whex Improvements, and (iii) all insurance required of the Owner of the Whex Property pursuant to that certain Parking Agreement by and between Whex and Cincinnati CH dated on or about the Effective Date. Notwithstanding the foregoing, the City will have the right to self-insure if the City obtains title to the Whex Property.

8.3. **Waiver of Subrogation**. Each Owner, on behalf of itself, hereby waives all claims and rights of recovery, and on behalf of the other Owner's insurers, rights of subrogation, against the other Owner, 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 an Owner, even if such loss or damage arises from the negligence of the other Owner, its employees, agents, contractors, or subcontractors.

9. **Amendment**. The Whex No-Build Easement, the Cincinnati CH No-Build Easement, the Cincinnati CH Foundation Easement, the Whex Access Easement, and the Cincinnati CH Access Easement may not be amended, modified, or terminated without the prior written consent of the City Manager's office and Director of the City's Department of Buildings and Inspections, which consent shall not be withheld if such amendment or modification complies with the City of Cincinnati Building Code. The City is an intended third-party beneficiary of this Section 9.

10. **Notices**. All notices required or permitted under this Agreement shall be deemed given if personally delivered; delivered by Federal Express, UPS, or any other nationally recognized overnight courier; or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address 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.

11. **Estoppel**. Either Owner may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other Owner requesting such other Owner to certify in writing that, to the actual knowledge of the certifying Owner, (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature of any and all existing defaults. The Owner receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof**.**

12. **Subordination**. Each Owner shall have any mortgagees of record as of the Effective Date as to any property that is subject to this Agreement execute and deliver a recordable

Consent and Subordination in the form of **Exhibit R** (*Form of Consent and Subordination*).

13. **Covenants Appurtenant to Land**. This Agreement shall inure to the benefit of and be binding upon the Owners and shall "run with the land."

14. **Construction of Agreement**. This Agreement represents the entire and integrated agreement between the Parties; supersedes all prior negotiations, representations, or agreements, written or oral; provided, however, that this Agreement shall, to the greatest extent possible, be construed in harmony, and not in tension, with all other agreements referenced in the recitals hereof. Moreover, except as otherwise expressly provided for herein, this Agreement shall be construed as drafted by sophisticated parties engaging in a joint endeavor by and shall not be construed in favor of any Party based upon its actual participation in the drafting of this Agreement. This Agreement shall be further construed as follows:

15. **Governing Law**. This Agreement, along with any claim relating to or arising through, from, under, or out of the same, whether concerning a private duty incurred hereunder or one imposed by law, shall be governed by the laws of the State of Ohio, except insofar as such laws compel or allow the application of another jurisdiction's laws.

16. **Third-Party Beneficiaries**. Except for the limited purposes set forth in Section 9 above, this Agreement arises for the sole benefit of the Parties. This Agreement is not intended to and shall not be construed as conferring any right, privilege, power, immunity, entitlement, or benefit on any party not a Party hereto or expressly identified as a beneficiary hereof and may not be enforceable by any person or entity not a signatory hereto, or successor or assign of the same.

17. **Severability**. The partial or complete invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision or the application of such provision to persons or circumstances as to which the provision is not invalid, illegal, or otherwise unenforceable. Should any provision be declared partially or completely invalid, illegal, or unenforceable, this Agreement shall, to the extent that such construction would not materially frustrate the essential provisions hereof, be construed as though such provision were never included herein.

[Signature Page follows; remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CINCINNATI CH (OH), LLC, a Delaware limited liability company

By: _____
Print: _____
Title: _____

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Cincinnati CH (OH), LLC, a Delaware limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

WHEX GARAGE LLC, an Ohio limited liability company

By: _____
Print: _____
Title: _____

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Whex Garage LLC, an Ohio limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

My Commission Expires: _____

Instrument Prepared By: Geoffrey G. Leder, Esq., KEATING MUETHING & KLEKAMP PLL, 1 East Fourth Street, Suite 1400, Cincinnati, Ohio 45202

EXHIBIT A

(*Legal Description: Garage Property*)

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT B

(*Legal Description: Garage Home Alley Parcel*)

Date: October 3, 2025

Description: Whex Garage LLC
Vacated Home Alley Split

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of Whex Garage LLC as recorded in Official Record _____, Page _____ and being part of vacated Home Alley Ord. No. ____-2025 of the Hamilton County Recorder's Office containing 0.1371 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the former west right of way of said vacated Home Alley and being the northeast corner of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, said intersection being North 80° 22' 12" East, 188.58 feet from the east right of way of Plum Street (66' R/W) said intersection being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet; thence, departing said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and with the south right of way of said West 5th Street North 80° 22' 12" East, 5.00 feet and being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet and being the **True Point of Beginning**:

thence, from the **True Point of Beginning** and continuing with the south right of way of said West 5th Street, North 80° 22' 12" East, 15.00 feet to the northwest corner of Whex Garage LLC as recorded in Official Record 15458, Page 979, said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with said Whex Garage LLC as recorded in Official Record 15458, Page 979, South 09° 49' 28" East, 398.15 feet to the north right of way of West 4th Street (66' R/W) being referenced by a found cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Whex Garage LLC as recorded in Official Record 15458, Page 979, and with the north right of way of said West 4th Street, South 80° 31' 52" West, 15.00 feet and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with a new division line, North 09° 49' 28" West, 398.10 feet to the **True Point of Beginning**, containing 0.1371 acres of land, more or less.

The above description was prepared from a plat of survey made on October 3, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The conveyance of this parcel is a transfer between adjoining lot owners made in compliance with section 711.001, subsection (B)(1) Ohio Revised code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without prior approval of the authority having approving jurisdiction of plats.

EXHIBIT C
(*Depiction: Former Home Alley*)

[see attached]

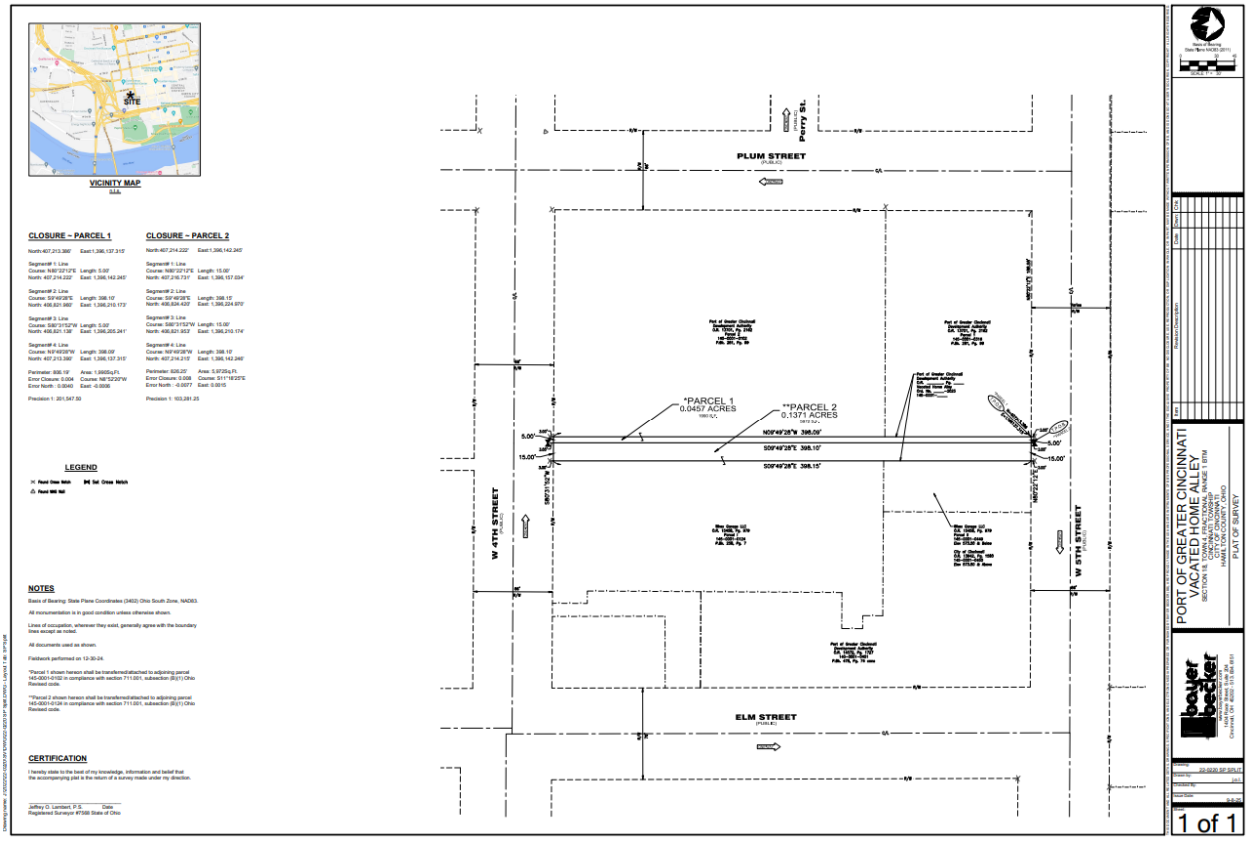

SITE
PLUM STREET
(PUBLIC)
Perry St.
ELM STREET
(PUBLIC)
W 4TH STREET
(PUBLIC)
W 5TH STREET
(PUBLIC)
JAME COMB
*PARCEL 1
0.0457 ACRES
**PARCEL 2
0.1371 ACRES
N05°49'28"W 398.05'
S05°49'28"E 398.10'
S05°49'28"E 398.15'
5.00'
15.00'
S84°31'32"W
N84°31'32"E
Part of Grater Cincinnati Development Authority DR 15243, Pg 2165 Tract 1 Auditor's Parcel No. 081-0001-0102
Part of Grater Cincinnati Development Authority DR 15243, Pg 2165 Tract 2 Auditor's Parcel No. 081-0001-0124
Part of Grater Cincinnati Development Authority DR 15243, Pg 2165 Tract 3 Auditor's Parcel No. 081-0001-0125
Part of Grater Cincinnati Development Authority DR 15243, Pg 2165 Tract 4 Auditor's Parcel No. 081-0001-0126
Part of Grater Cincinnati Development Authority DR 15243, Pg 2165 Tract

EXHIBIT D

(*Legal Description: Hotel Property*)

Date:	September 8, 2025
Description:	Port of Greater Cincinnati Hotel - Consolidation
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT E

(*Legal Description: Hotel Home Alley Parcel*)

Date: October 3, 2025

Description: Whex Garage LLC
Vacated Home Alley Split

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of Whex Garage LLC as recorded in Official Record _____, Page _____ and being part of vacated Home Alley Ord. No. ____-2025 of the Hamilton County Recorder's Office containing 0.0457 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the former west right of way of said vacated Home Alley and being the northeast corner of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, said intersection being North 80° 22' 12" East, 188.58 feet from the east right of way of Plum Street (66' R/W) said intersection being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet and being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and with the south right of way of said West 5th Street, North 80° 22' 12" East, 5.00 feet being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with a new division line, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said new division line and with the north right of way of said West 4th Street, South 80° 31' 52" West, 5.00 feet to the southeast corner of said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, and being referenced by a found cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with said Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162, North 09° 49' 28" West, 398.09 feet to the **True Point of Beginning**, containing 0.0457 acres of land, more or less.

The above description was prepared from a plat of survey made on October 3, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

The conveyance of this parcel is a transfer between adjoining lot owners made in compliance with section 711.001, subsection (B)(1) Ohio Revised code, and does not create an additional building site nor violate any zoning regulation or other public regulation in the parcel hereby conveyed or the balance of the parcel retained by the grantor herein. The parcel hereby conveyed may not hereafter be conveyed separately from the grantee's adjoining parcel nor any structure erected thereon without prior approval of the authority having approving jurisdiction of plats.

EXHIBIT F
(*Depiction: Former Home Alley*)

[see attached]



VICINITY MAP

CLOSURE – PARCEL 1

North:407,213.386' East:1,396,137.315'

Segment# 1: Line
Course: N85°33'19"E Length: 5.00'
North: 407,214.222' East: 1,396,142.245'

Segment# 2: Line
Course: S0°49'28"E Length: 398.10'
North: 406,821.980' East: 1,396,210.173'

Segment# 3: Line
Course: S85°31'52"W Length: 5.00'
North: 406,821.132' East: 1,396,205.241'

Segment# 4: Line
Course: N0°49'28"W Length: 398.09'
North: 407,213.380' East: 1,396,137.315'

Perimeter: 806.19' Area: 1,980Sq.Ft.
Error Closure: 0.004 Course: N8°52'20"W
Error North: 0.0040 East: -0.0008

Precision 1: 201,547.50

CLOSURE – PARCEL 2

North:407,214.222' East:1,396,142.245'

Segment# 1: Line
Course: N85°33'19"E Length: 15.00'
North: 407,216.731' East: 1,396,157.034'

Segment# 2: Line
Course: S0°49'28"E Length: 398.15'
North: 406,824.420' East: 1,396,224.970'

Segment# 3: Line
Course: S85°31'52"W Length: 15.00'
North: 406,821.953' East: 1,396,210.174'

Segment# 4: Line
Course: N0°49'28"W Length: 398.10'
North: 407,214.215' East: 1,396,142.246'

Perimeter: 826.20' Area: 5,972Sq.Ft.
Error Closure: 0.008 Course: S11°18'25"E
Error North: -0.0077 East: 0.0015

Precision 1: 103,281.25

LEGEND

Found Cross Notch Set Cross Notch
Found Mill Nail

NOTES

Basis of Bearing: State Plane Coordinates (3402) Ohio South Zone, NAD83.

All monumentation is in good condition unless otherwise shown.

Lines of occupation, wherever they exist, generally agree with the boundary lines except as noted.

All documents used as shown.

Fieldwork performed on 12-30-24.

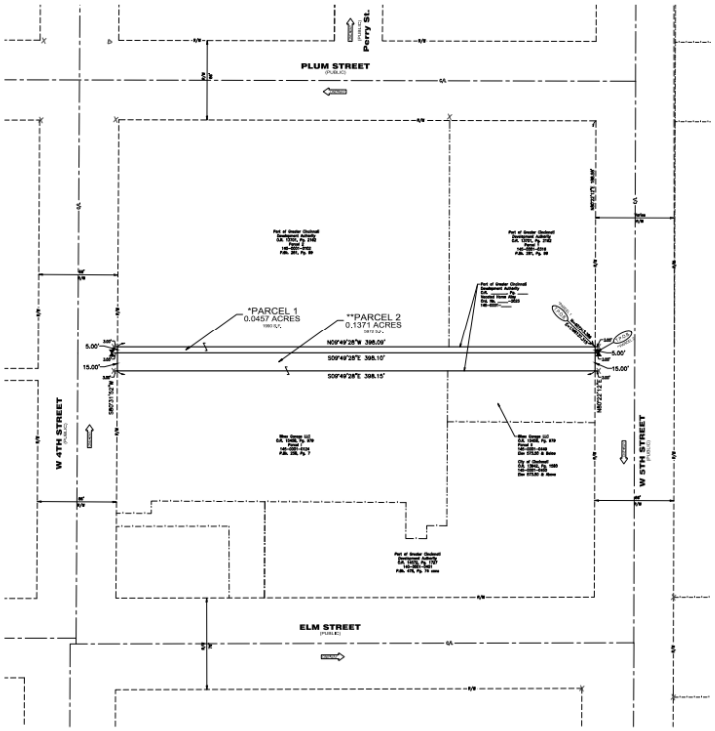
*Parcel 1 shown hereon shall be transferred/attached to adjoining parcel 145-0001-0102 in compliance with section 711.001, subsection (B)(1) Ohio Revised code.

**Parcel 2 shown hereon shall be transferred/attached to adjoining parcel 145-0001-0126 in compliance with section 711.001, subsection (B)(1) Ohio Revised code.

CERTIFICATION

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the return of a survey made under my direction.

Jeffrey D. Lambert, P.S. Date
Registered Surveyor #7566 State of Ohio



PORT OF GREATER CINCINNATI
VACATED HOME ALLEY
SECTION 18, TOWN 4, FRACTIONAL RANGE 1, ETM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
PLAT OF SURVEY

bauer becker
Surveying, LLC
Cincinnati, OH 45202 513.381.8111

1 of 1

EXHIBIT G

(*Legal Description: Air Parcel*)

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT H

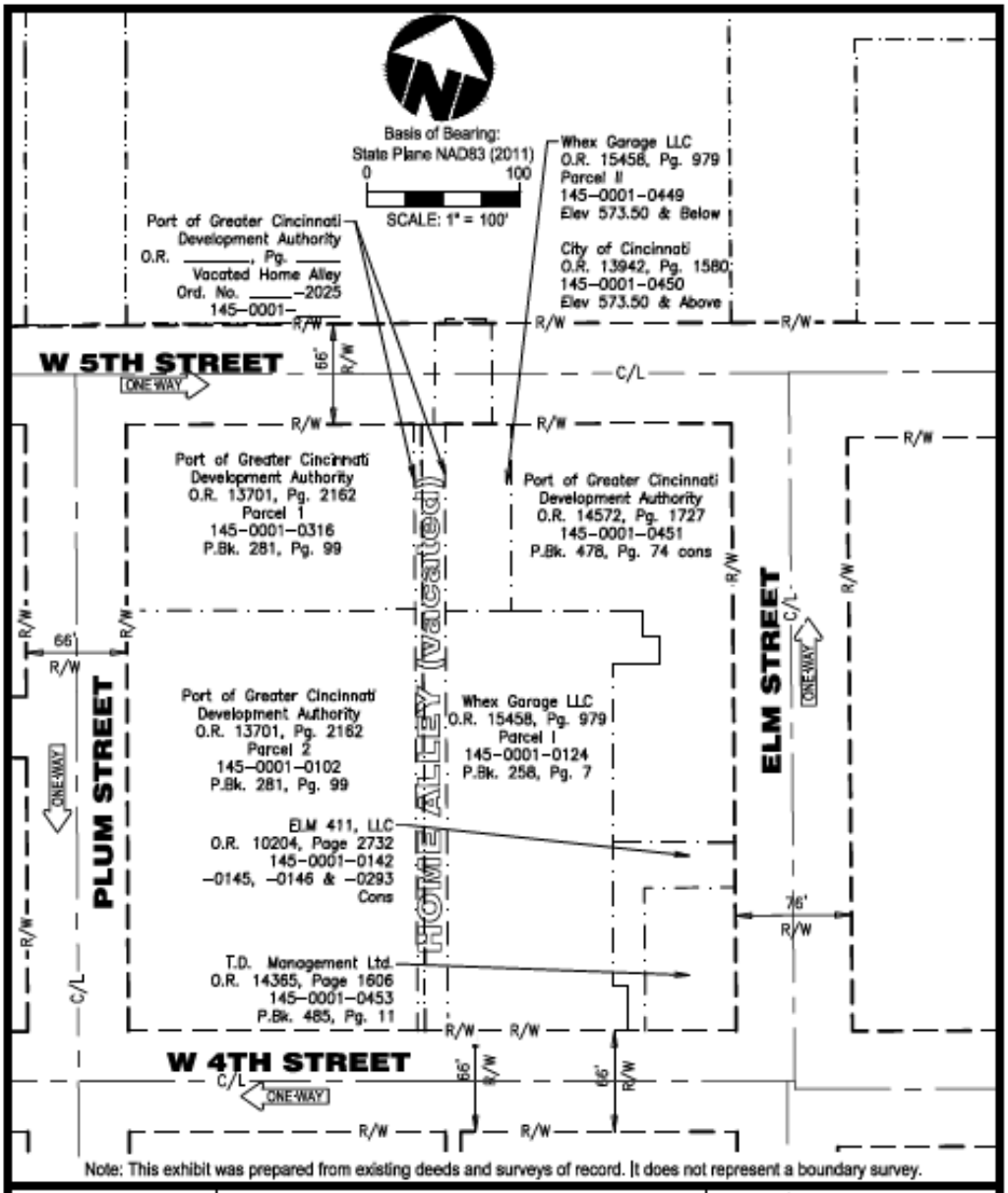
(List of Skybridge Plans)

The following PDF files submitted under the title of "CINCINNATI CONVENTION CENTER PEDESTRIAN WALKWAY, BID PACKAGE #2/GMP" dated September 9, 2025:

- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-01-ARCHITECTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-02-STRUCTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-03-FIRE PROTECTION & PLUMBING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-04-MECHANICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-05-ELECTRICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-06-LIGHTING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-07-INTERIORS.pdf

EXHIBIT I
(*Site Plan*)

[see attached]

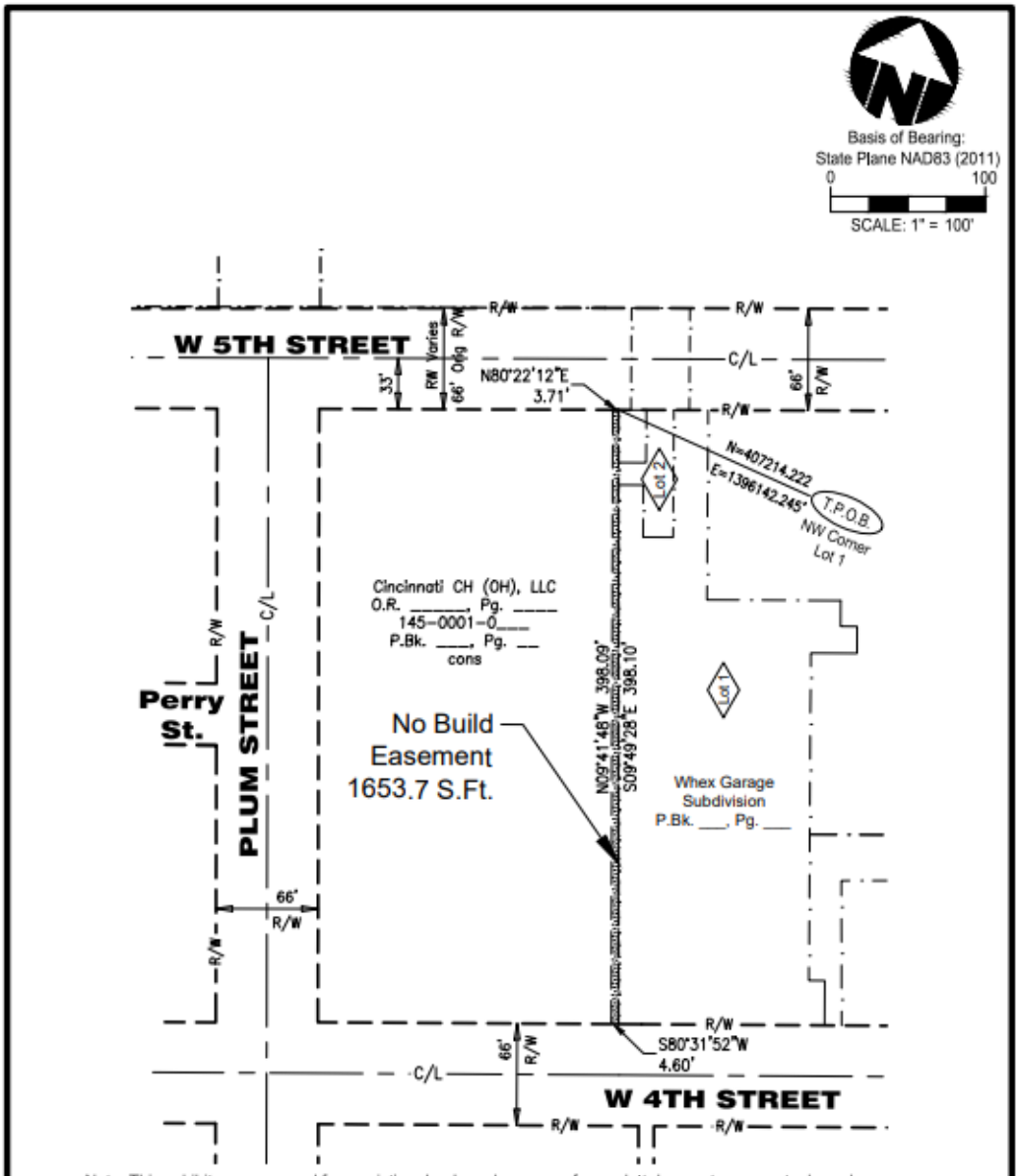


Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing: 22-0220 ES EXHIBIT A Drawn by: KDS Checked By: Issue Date: 01/15/26	CITY OF CINCINNATI DUKE ENERGY CONVENTION CENTER SECTION 18, TOWN 4, F. RANGE 1 BTM CINCINNATI TOWNSHIP CITY OF CINCINNATI HAMILTON COUNTY, OHIO SITE PLAN	bayer becker www.bayerbecker.com 1404 Race Street, Suite 204 Cincinnati, OH 45202 - 513.834.6151

EXHIBIT J
(Depiction: Whex No-Build Easement Area)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 ES NBLD H
Drawn by:	j.o.l.
Checked By:	
Issue Date:	10-28-25

CONVENTION CENTER HOTEL

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

NO BUILD EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT K

(*Legal Description: Whex No-Build Easement Area*)

Date:	October 28, 2025
Description:	Convention Center ~ Hotel West 5th Street No Build Easement
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Cincinnati CH (OH), LLC as recorded in Official Record _____, Page ____ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street and being the **True Point of Beginning**:

thence, from the True Point of Beginning, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 41' 48" East, 398.10 feet to the north right of way of West 4th Street;

thence, departing said Lot 1 and with the north right of way of said West 4th Street, South 80° 31' 52" West, 4.60 feet;

thence, departing the north right of way of said West 4th Street and through the lands of said of Cincinnati CH (OH), LLC, South 09° 41' 48" East, 398.09 feet to the south right of way of said West 5th Street;

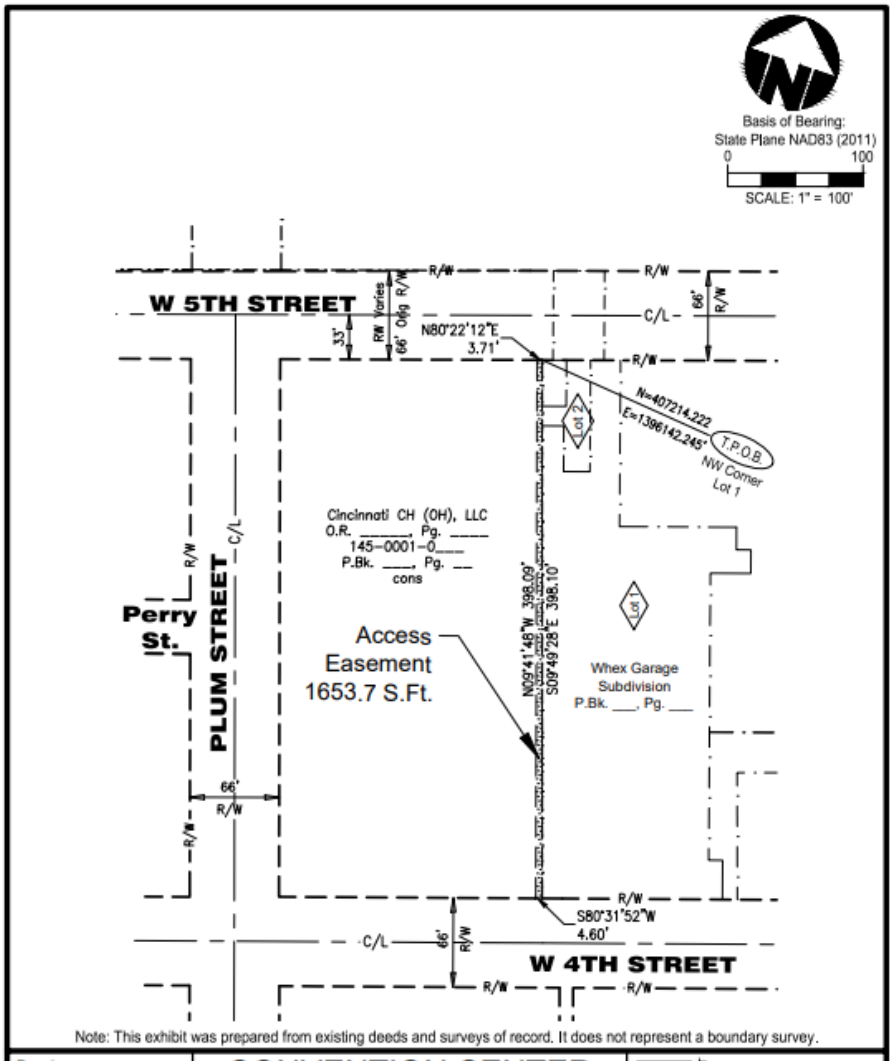
thence, with the south right of way of said West 5th Street, North 80°22'12" East, 3.71 feet to the **True Point of Beginning**, containing 1653.7 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT L
(*Depiction: Whex Access Easement Area*)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 ES ACCESS H
Drawn by:	j.o.l.
Checked By:	
Issue Date:	10-28-25

CONVENTION CENTER HOTEL

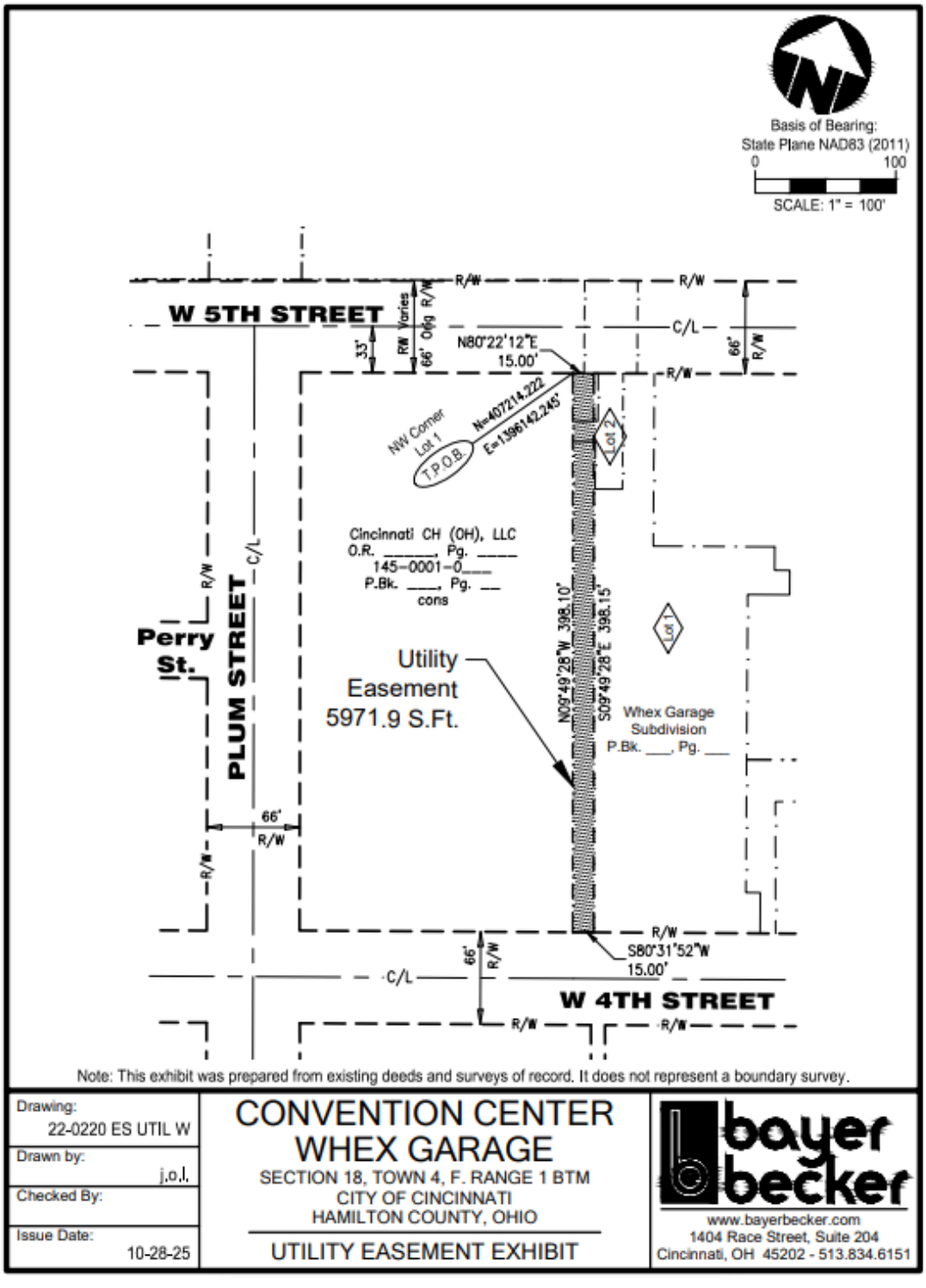
SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

ACCESS EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT M
(*Depiction: Cincinnati CH Utility Easement Area*)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 ES UTIL W
Drawn by:	j.o.l.
Checked By:	
Issue Date:	10-28-25

CONVENTION CENTER WHEX GARAGE

SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

UTILITY EASEMENT EXHIBIT

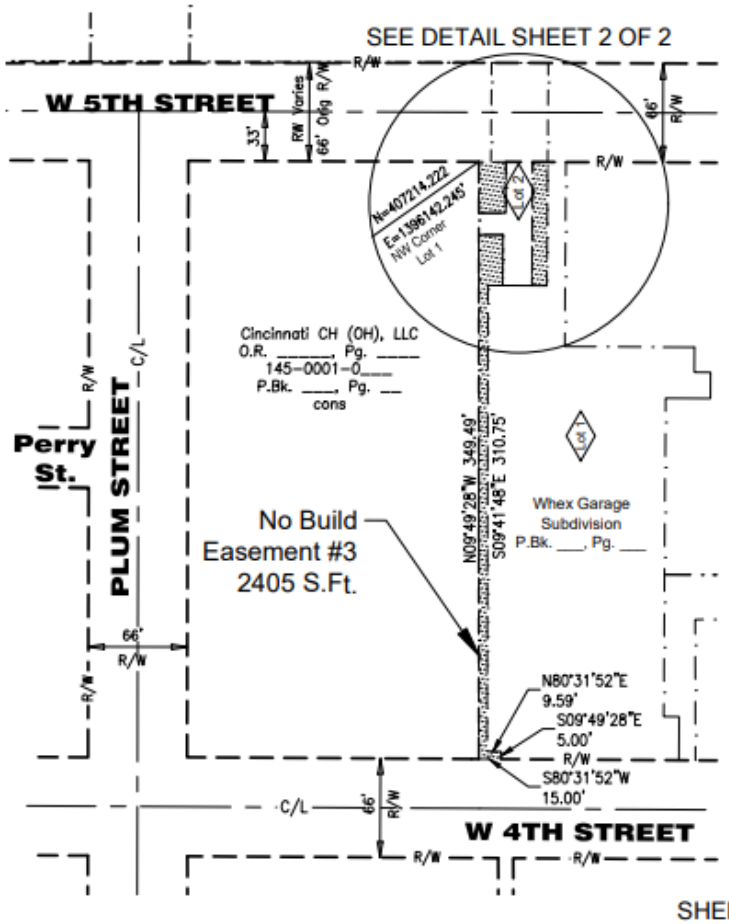
bayer becker
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1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT N
(*Depiction: Cincinnati CH No-Build Easement Area*),

[see attached]

Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Basis of Bearing:
State Plane NAD83 (2011)
0 100
SCALE: 1" = 100'



SHEET 1 OF 2

Drawing: 22-0220 ES NBLD W Drawn by: j.o.l. Checked By: Issue Date: 10-28-25	CONVENTION CENTER WHEX GARAGE SECTION 18, TOWN 4, F. RANGE 1 BTM CINCINNATI TOWNSHIP, CITY OF CINCINNATI HAMILTON COUNTY, OHIO NO BUILD EASEMENT EXHIBIT	bayer becker www.bayerbecker.com 1404 Race Street, Suite 204 Cincinnati, OH 45202 - 513.834.6151

EXHIBIT N (cont.)

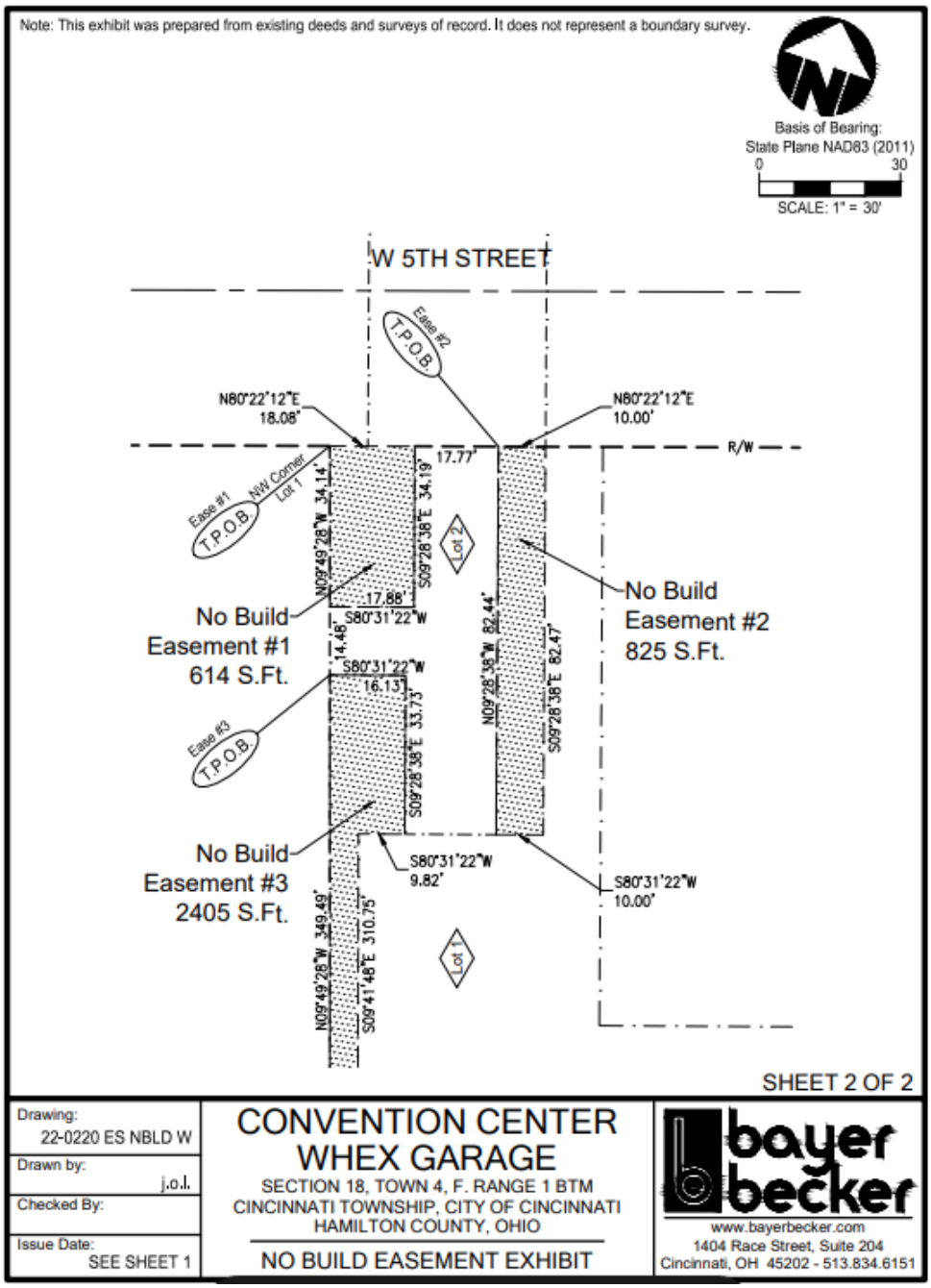


EXHIBIT O

(*Legal Description: Cincinnati CH No-Build Easement Area*)

Date:	October 28, 2025
Description:	Convention Center ~ Whex Garage West 5th Street No Build Easement #1
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street and being the **True Point of Beginning:**

thence, from the **True Point of Beginning,** with south right of way of said West 5th Street and the north line of said Lot 1, North 80° 22' 12" East, 18.08 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1 the following two courses: South 09° 28' 38" East, 34.19 feet;

thence, South 80° 31' 22" West, 17.88 feet to the west line of said Lot 1;

thence, with the west line of said Lot 1, North 09° 49' 28" West, 34.14 feet to the **True Point of Beginning**, containing 614 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date:	October 28, 2025
Description:	Convention Center ~ Whex Garage West 5th Street No Build Easement #2
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, with south right of way of said West 5th Street and the north line of said Lot 1, North 80° 22' 12" East, 35.85 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** and continuing with south right of way of said West 5th Street and the north line of said Lot 1, North 80° 22' 12" East, 10.00 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1 the following three courses: South 09° 28' 38" East, 82.47 feet;

thence, South 80° 31' 22" West, 10.00 feet;

thence, North 09° 28' 38" West, 82.44 feet to the **True Point of Beginning**, containing 825 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date:	October 28, 2025
Description:	Convention Center ~ Whex Garage West 5th Street No Build Easement #3
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a No Build Easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street, and with the west line of said Lot 1, South 09° 49' 28" East, 48.62 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** departing the west line of said Lot 1, and through said Lot 1 the following six courses: thence, North 80° 31' 22" East, 16.13 feet;

thence, South 09° 28' 38" East, 33.73 feet;

thence, South 80° 31' 22" West, 9.82 feet;

thence, South 09° 41' 48" East, 310.75 feet;

thence, North 80° 31' 52" East, 9.59 feet;

thence, South 09° 49' 28" East, 5.00 feet to the north right of way of West 4th Street;

thence, with the north right of way of said West 4th Street, South 80° 31' 52" West, 15.00 feet to the southwest corner of said Lot 1;

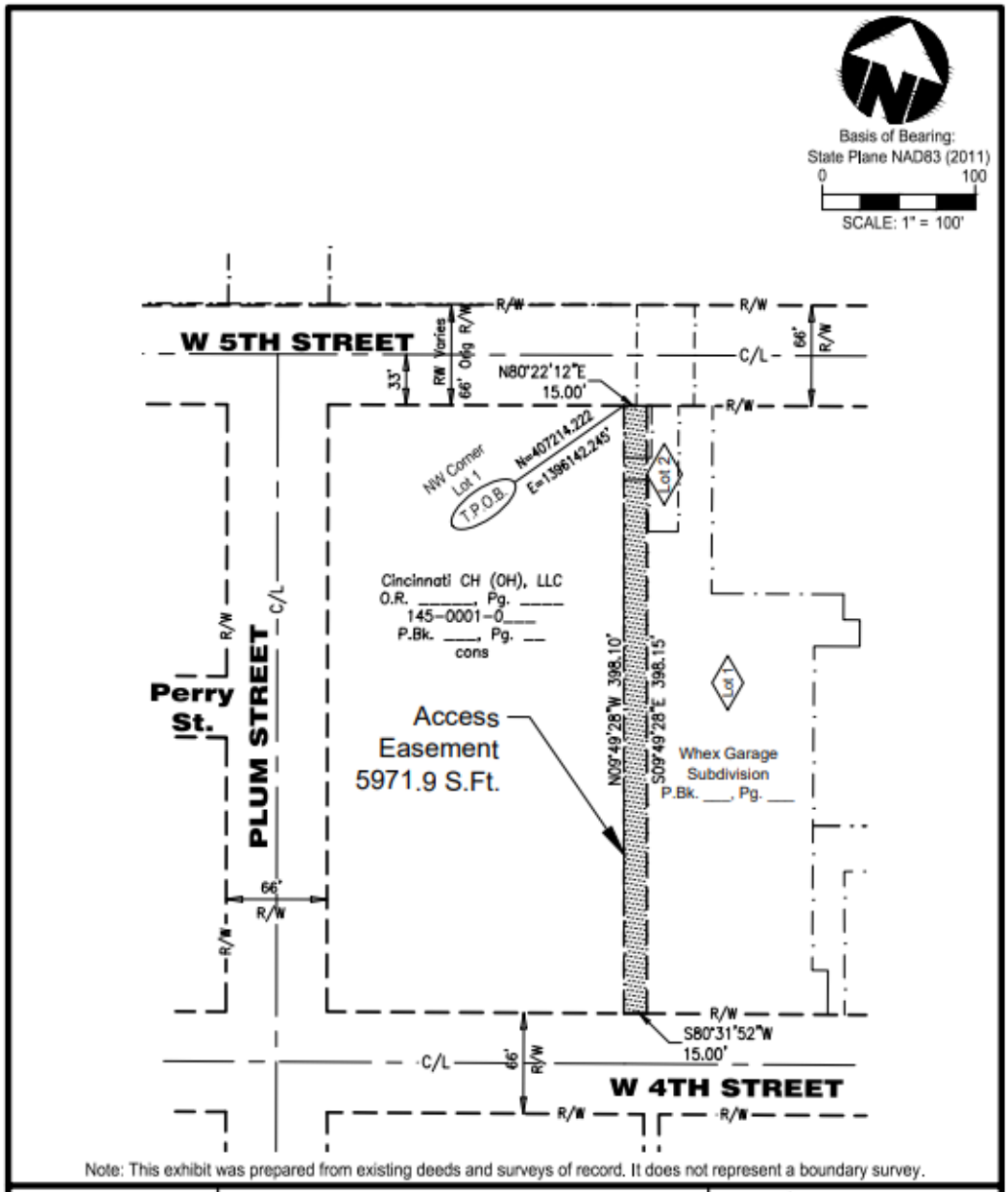
thence, departing the north right of way of said West 4th Street, and with the west line of said Lot 1, North 09° 49' 28" West, 349.49 feet to the **True Point of Beginning**, containing 2405 square feet, more or less.

The above description was prepared from an exhibit made on October 28, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT P
(*Depiction: Cincinnati CH Access Easement Area*)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 ES ACCESS W
Drawn by:	j.o.l.
Checked By:	
Issue Date:	10-28-25

CONVENTION CENTER WHEX GARAGE

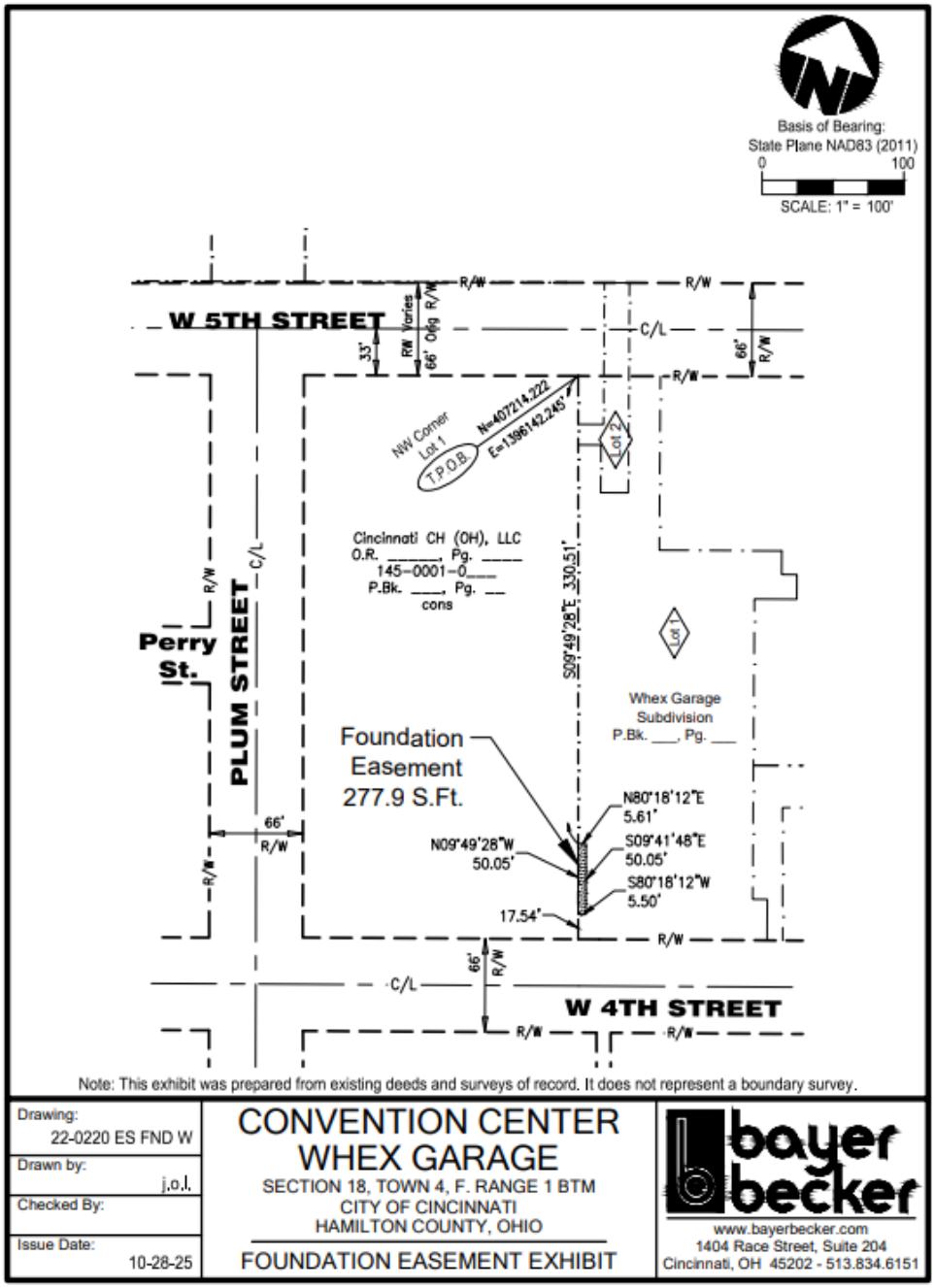
SECTION 18, TOWN 4, F. RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

ACCESS EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT Q
(*Depiction: Cincinnati CH Foundation Easement Area*)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing: 22-0220 ES FND W Drawn by: j.o.l. Checked By: Issue Date: 10-28-25	CONVENTION CENTER WHEX GARAGE SECTION 18, TOWN 4, F. RANGE 1 BTM CITY OF CINCINNATI HAMILTON COUNTY, OHIO FOUNDATION EASEMENT EXHIBIT	bayer becker www.bayerbecker.com 1404 Race Street, Suite 204 Cincinnati, OH 45202 - 513.834.6151

EXHIBIT R

(Form of Consent and Subordination)

CONSENT AND SUBORDINATION OF MORTGAGEE

_____, as the holder of that certain [Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing] (the "Mortgage") to the premises recorded in Official Record Book _____, Page _____ of the Hamilton County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Reciprocal Covenants, Restrictions, and Easements Agreement (Former Home Alley), with exhibits thereto (the "REA"), and to the filing thereof, in the office of the County Recorder of Hamilton County, Ohio, and further subjects and subordinates (the "Consent and Subordination") the above-described Mortgage to the provisions of the foregoing REA; provided however, subject to the terms and provisions of the REA, this Consent and Subordination shall not otherwise affect the priority of the Mortgage.

IN WITNESS WHEREOF, _____, by its authorized officer, has caused the execution of this Consent and Subordination of Mortgagee this ____ day of _____, 2026.

_____

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of _____, on behalf of the company.

_____
Notary Public

Exhibit D

to Real Estate Agreement

Form of Skybridge REA

[see attached]

(ABOVE LINE FOR RECORDER'S USE ONLY)

RECIPROCAL COVENANTS, RESTRICTIONS, AND EASEMENTS AGREEMENT
(CONVENTION CENTER-HOTEL-GARAGE SKYBRIDGE)

This **Reciprocal Covenants, Restrictions, and Easements Agreement** ("Agreement") is hereby made as of this _____ day of _____ 2026 ("Effective Date"), by and among the **City of Cincinnati**, an Ohio municipal corporation ("City"), whose address is Attention: Department of Community and Economic Development, 805 Central Avenue, Suite 700, Cincinnati, Ohio 45202, **Whex Garage LLC**, an Ohio limited liability company ("Whex"), whose address is 1203 Walnut Street, Fourth Floor, Cincinnati, Ohio 45202, and **Cincinnati CH (OH), LLC**, a Delaware limited liability company ("Cincinnati CH") (collectively, the "Parties"), whose address is 303 Peachtree Center Avenue Northeast, Suite 575, Atlanta, Georgia 30303, under the following circumstances:

WHEREAS the City owns fee title to that certain tract of real property depicted on the site plan attached hereto and incorporated herein as **Exhibit A** (*Site Plan*) (the "Site Plan") being more particularly described in the document attached hereto and incorporated herein as **Exhibit B** (*Legal Description: Convention Center Property*) (the "Convention Center Property"), upon which is situated that certain building owned by the City and being commonly known as the Cincinnati Convention Center (the "Convention Center"); and

WHEREAS Whex owns fee title to that certain recently consolidated tract of real property depicted on the Site Plan and being more particularly described in the document attached hereto and incorporated herein as **Exhibit C** (*Legal Description: Garage Property*) (the "Garage Property"), upon which is situated a multi-level parking facility (the "Garage"); and

WHEREAS Cincinnati CH owns fee title to that certain recently consolidated tract of real property depicted on the Site Plan and being more particularly described in the document attached hereto and incorporated herein as **Exhibit D** (*Legal Description: Hotel Property*) (the "Hotel Property"), upon which is, or will be, constructed a convention center hotel being more particularly described below (the "Hotel"); and

WHEREAS Cincinnati CH also owns fee title to that certain recently consolidated air parcel located above West Fifth Street ("Fifth Street") and the Garage Property as depicted on

the Site Plan and being more particularly described in the document attached hereto and incorporated herein as **Exhibit E** (*Legal Description: Air Parcel*) (the "Air Parcel") and holds easement interests pursuant to the City Grant of Easements (defined below) and Whex Grant of Easements (defined below), which will all be used for the construction of an elevated and enclosed pedestrian skybridge to connect the Convention Center, the Garage, and the Hotel (the "Skybridge"), pursuant to the permit drawings identified on **Exhibit F** (*List of Skybridge Plans*) ("Skybridge Plans"), which have been approved by Whex and the City as of the Effective Date and which may be amended from time to time with the approval of Whex and the City (via the City Manager's Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed; and

WHEREAS the City, the Board of County Commissioners of Hamilton County, Ohio, acting for and on behalf of Hamilton County, Ohio, a political subdivision of the State of Ohio (the "County"), and Cincinnati CH are parties to that certain Development Agreement, dated _____ ____, 2026 (the "Development Agreement"), pursuant to which Cincinnati CH has constructed or will be constructing the Hotel on the Hotel Property and the Skybridge within the Air Parcel, all within the municipal boundaries of the City of Cincinnati, Ohio, such project site being depicted on the Site Plan, and being generally described as follows:

(iii) the Hotel comprised generally of (i) approximately seven hundred (700) hotel rooms, (ii) approximately sixty-three thousand (63,000) square feet of meeting space, (iii) an outdoor event area, (iv) approximately [4,500] square feet of leasable ground floor commercial space; and (v) full-service amenities; and

(iv) the Skybridge and certain attendant and appurtenant fixtures, operating within the Air Parcel and having certain foundation and support fixtures in, on, under, and over Fifth Street and the Garage Property and connecting to the Convention Center, the Garage, and the Hotel; and

(v) certain attachments between the Skybridge and the Convention Center, such attachments being depicted and described on the Skybridge Plans (the "Skybridge-Convention Center Attachments"); and

(vi) certain attachments between the Skybridge and the fifth floor of the Garage, such attachments being depicted and described on the Skybridge Plans (*Depiction: Skybridge-Garage Attachments*) (the "Skybridge-Garage Attachments"); and

(vii) certain attachments between the Skybridge and the Hotel, such attachments being depicted and described on the Skybridge Plans (the "Skybridge-Hotel Attachments"); and

WHEREAS Cincinnati CH, the City, and the County have also entered into that certain Restrictive Covenant Agreement with Purchase Option (Convention Center Hotel Property), as

recorded in Official Record _____, Page _____ of the Hamilton County Recorder's Office governing the operation of the Hotel (the "Restrictive Covenant"); and

WHEREAS the City and Cincinnati CH have executed an easement agreement (the "City Column and Grade Beam Easement") accommodating for the construction and maintenance of support columns and grade beams for the benefit of the Skybridge in, under, on, over, and about Fifth Street and the Convention Center Property, which City Column and Grade Beam Easement has been recorded in Official Record _____, Page _____ of the Hamilton County Recorder's Office; and

WHEREAS Cincinnati CH and Whex have executed an easement agreement (the "Whex Column Easement") accommodating for the construction and maintenance of support columns for the benefit of the Skybridge in, under, on, over, and about the Garage Property, which Whex Column Easement has been recorded in Official Record _____, Page _____ of the Hamilton County Recorder's Office; and

WHEREAS the Parties desire to establish certain covenants, restrictions, and easements for such things as access, maintenance, and structural support that result by and from the construction and mutual use of the Skybridge; and

WHEREAS the City is duly authorized to execute this Agreement pursuant to City of Cincinnati Ordinance No. [_], which the City Council duly adopted on [_];

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

1. **Definitions**. In addition to the other defined terms set forth herein, as used in this Agreement, the following terms have the following meanings

    1.1. **Access Control Systems**. The term "Access Control Systems" shall mean and refer to such fixtures, equipment, systems, technologies and programs as may be reasonably required to provide for the limited after-hours access contemplated herein.

    1.2. **Cincinnati CH Improvements**. The term "Cincinnati CH Improvements" shall mean and refer to the Skybridge, Hotel, and such other fixtures and improvements as may be constructed on the Cincinnati CH Property.

    1.3. **Cincinnati CH Property**. The term "Cincinnati CH Property" shall mean and collectively refer to the Hotel Property, the Air Parcel, and easements appurtenant to the Hotel Property and the Air Parcel.

    1.4. **City Improvements**. The term "City Improvements" shall mean and collectively refer to the Convention Center and such other fixtures and improvements as may be constructed on the Convention Center Property.

1.5. **Owner**. The term "Owner" shall mean and refer to the City and its successors-in-interest with respect to the Convention Center Property, Cincinnati CH and its successors-in-interest with respect to the Cincinnati CH Property, and Whex and its successors-in-interest with respect to the Garage Property. In each instance in which an Owner has the right under this Agreement to enter upon property belonging to any other Owner, such right of entry shall be deemed to extend to such Owner's officers, directors, agents, employees, contractors, and subcontractors.

1.6. **Whex Improvements**. The term "Whex Improvements" shall mean and refer to the Garage and such other fixtures and improvements as may be constructed on the Garage Property.

2. **Reciprocal Easements**. The City, as to the Convention Center Property, Whex, as to the Garage Property, and Cincinnati CH, as to the Cincinnati CH Property, each hereby grants to each of the other Parties, for their respective use, and for the use of their respective visitors, customers, employees, licensees, and invitees, the following perpetual (except to the extent noted below to the contrary), appurtenant, non-exclusive easements for the following purposes:

2.1. **Access Easement**. To provide for pedestrian ingress to and egress from such properties for the passage and accommodation of pedestrians on such portions of the respective properties set aside and maintained for such use allowing for the free flow of pedestrians through the Skybridge to the Convention Center, Garage, or Hotel, as the case may be, subject to the following terms and conditions:

2.1.1. Notwithstanding anything in this Section to the contrary, Cincinnati CH will have the right to restrict access to the Hotel between the hours of 10:00 p.m. and 6:00 a.m. ET to persons specifically authorized by the Owner of the Hotel Property; provided, however, such hours of restricted access may be altered on an as-required basis, with reasonable notice to and coordination with the other Parties; and provided further, access in the event of an emergency shall be unrestricted.

2.1.2. Notwithstanding anything in this Section to the contrary, the City will have the right to restrict access to the Convention Center when the Convention Center is closed and consistent with restricting access to other entrances to the Convention Center as part of the City's ongoing operation of the Convention Center. Access to the Convention Center from the Skybridge at other times must be arranged with the City or the City's designated operator of the Convention Center.

2.1.3. Access to the Garage from the Skybridge shall be unrestricted at all times.

2.2. **Maintenance Easement**. To enter upon such portions of the properties as necessary from time to time in connection with the maintenance, repair, and alteration of an Owner's property or improvements and equipment located on such property that may be owned and maintained by such Owner.

2.3. **Building Encroachments**. To accommodate any improvements that may inadvertently be constructed beyond a property's boundary line, each Owner grants to each other Owner owning an adjacent property, an easement, not to exceed a maximum lateral distance of six (6) inches, in, to, over, under, and across that portion of the Owner's property adjacent to such common boundary line for the existence, maintenance and replacement of such encroaching improvements. Such encroachment easement also shall allow for all reasonable door swings onto an adjacent Owner's property.

2.4. **Reserved Rights**. Each Owner reserves all rights and privileges with respect to its property to the extent its exercise of such rights and privileges does not impair the rights granted under this Agreement**.**

3. **Grant of Easements to Cincinnati CH Encumbering Garage Property**. Whex hereby grants the following perpetual, appurtenant easements to the Owner(s) of the Cincinnati CH Property (as the case may be, as described below):

3.1. **Garage-Skybridge Utility Easement**. A non-exclusive easement, for the benefit of the Air Parcel, over such portions of the Garage Property where existing Cincinnati CH-owned utility facilities are located, for the use, maintenance, repair, alteration, replacement, and removal thereof, including reasonable access thereto ("Garage-Skybridge Utility Easement").

3.2. **Garage-Skybridge Attachment & Support Easement**. A non-exclusive easement for the benefit of the Air Parcel over such portions of the Garage Property as shown on the Skybridge Plans, for the construction, use, maintenance, repair, alteration, and replacement of the fixtures connecting the Skybridge to the Garage ("Garage-Skybridge Attachment & Support Easement").

3.3. **Garage-Skybridge Emergency Systems Easement**. A non-exclusive easement for the benefit of the Air Parcel for the construction, use, maintenance, repair, alteration, and replacement of tie-in and connection points between emergency alert systems, such as fire alarms, situated on the Garage Property and such similar systems as may be situated upon the Air Parcel ("Garage-Skybridge Emergency Systems Easement").

3.4. **Reserved Rights**. Whex reserves all rights and privileges with respect to the Garage Property to the extent its exercise of such rights and privileges does not impair the rights granted by Whex to Cincinnati CH under this Agreement.

4. **Grant of Easements to Cincinnati CH Encumbering Convention Center Property**. The City hereby grants the following perpetual, appurtenant easements to the Owner(s) of the Cincinnati CH Property (as the case may be, as described below):

4.1. **Convention Center -Skybridge Attachment & Support Easement**. A non-exclusive easement for the benefit of the Air Parcel over such portions of the Convention Center Property as necessary, for the construction, use, maintenance, repair, alteration, and replacement of the fixtures connecting the Skybridge to the Convention Center as shown on the Skybridge Plans ("Convention Center-Skybridge Attachment & Support Easement"). The Skybridge Plans have been approved by Whex and the City as of the Effective Date for the initial construction of such tie-ins and connections. Any modification from the Skybridge Plans with respect to such tie-ins and connections that would impact the operations of the Convention Center or the Garage shall require the prior written approval of Whex and the City (via the City Manager's Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed.

4.2. **Convention Center-Skybridge Emergency Systems Easement**. A non-exclusive easement for the benefit of the Air Parcel for the construction, use, maintenance, repair, alteration, and replacement of tie-in and connection points between emergency alert systems, such as fire alarms, situated on the Convention Center Property and such similar systems as may be situated upon the Air Parcel ("Convention Center-Skybridge Emergency Systems Easement"). The Skybridge Plans have been approved by Whex and the City as of the Effective Date for the initial construction of such tie-ins and connections. Any modification from the Skybridge Plans with respect to such tie-ins and connections that would impact the operations of the Convention Center or the Garage shall require the prior written approval of Whex and the City (via the City Manager's Office, Department of Buildings & Inspections and the Department of Community and Economic Development), such approval not to be unreasonably withheld, conditioned, or delayed.

4.3. **Reserved Rights**. The City reserves all rights and privileges, including its rights and privileges as a governmental regulatory authority, with respect to the Convention Center Property and the other properties that are subject to this Agreement, to the extent its exercise of such rights and privileges are in accordance with the City's actions as a governmental regulatory authority (including, but not limited to, enforcement of applicable building codes).

5. **Prior Notice of Entry upon Easement Areas**. Except in the case of an emergency (in which case no prior written notice of entry shall be required, but with written notice given as soon after the occurrence of the emergency as reasonably practicable), in the event an

Owner's exercise of its rights under this Agreement is likely to cause unreasonable noise, dust, or other disruption to the day-to-day operations or other activities then being conducted on the affected property, the Owner seeking to exercise such right shall notify the Owner of the affected property in writing prior to exercising its rights, whereupon said Owners shall work cooperatively and in good faith to develop a plan that will minimize the disruption and compensate the Owner of the affected property for costs that are likely to be incurred by the Owner of the affected property as a result of such disruption.

6. **Construction Obligations**.

6.1. **Cincinnati CH Construction Obligations**. Cincinnati CH shall, and is hereby permitted by the other Parties to, undertake and complete, or contract for the undertaking and completion of, at its sole cost and expense, the following based on the Skybridge Plans and in accordance with the requirements of this Section 6

(i) construction of the Skybridge and all appurtenances thereto;

(ii) construction or establishment of connection or tie-in points, as relevant, for any and all utilities and building systems, such as HVAC and fire suppression systems, necessary to the operation of the Skybridge;

(iii) construction or establishment of connection or tie-in points, as relevant, for any and all emergency alert systems serving the Skybridge, including, but not limited to, fire alarms and access control systems set forth on the Skybridge Plans, between the Skybridge and the Hotel, the Skybridge and the Garage, and the Skybridge and the Convention Center;

(iv) demolition of such portions of the Garage and Convention Center reasonably necessary to facilitate and complete construction of the Skybridge-Garage Attachments and Skybridge-Convention Center Attachments, respectively and the reconstruction, repair, and replacement of any such portions of the Garage or Convention Center reasonably necessary to restore such property to its prior condition;

(v) construction of the Skybridge-Garage Attachments and Skybridge-Convention Center Attachments, including any and all necessary doors and openings, which shall be constructed by Skanska USA Building Inc., a Delaware corporation, or such other party to which Cincinnati CH and the City or Whex, as relevant, may agree, and its subcontractors, as necessary;

(vi) construction of the Skybridge-Hotel Attachments, including any and all necessary doors and openings;

(vii) procurement, construction, and installation of Access Control Systems; and

(viii) any and all other fixtures or appurtenances necessary or proper, in the reasonable discretion of Cincinnati CH, to the construction of the Skybridge; and

(ix) temporarily entering and encroaching into, onto, and/or through the air space located above the Convention Center Property for the booms and associated tackle of a tower crane and any related construction materials and equipment loaded or connected thereto for purposes of construction of the Cincinnati CH Improvements.

7. Maintenance & Repairs.

7.1. **Allocation of Maintenance and Repair Obligations**. Cincinnati CH will be responsible for maintaining the Skybridge in accordance with the standards set forth in the Restrictive Covenant; provided, however, the Owners of the Convention Center Property and the Garage Property (as applicable) shall be responsible for repairs to the Skybridge caused by such Owner's gross negligence or willful misconduct.

7.2. **Access Control Systems**. The Owner of the Air Parcel shall cooperate with the other Owners to cause the Access Control Systems to be integrated with one another and shall permit the other Owners to program certain portions of the Access Control Systems to comply with the provisions herein. Notwithstanding the foregoing, each Owner shall be responsible for the cost of equipment and installation of the Access Control Systems serving its property, as well as the maintenance, repair, and replacement of such Access Control Systems.

7.3. **Security**.

7.3.1. **Security on Convention Center Property**. The City shall be solely and exclusively responsible for maintaining any and all fixtures, equipment, systems, and programs relating to security in, on, and about the City Improvements and the Convention Center Property.

7.3.2. **Security on Garage Property**. Whex shall be solely and exclusively responsible for maintaining any and all fixtures, equipment, systems, and programs relating to security in, on, and about the Whex Improvements and the Garage Property.

7.3.3. **Security on Cincinnati CH Property**. Cincinnati CH shall be solely and exclusively responsible for maintaining any and all fixtures, equipment, systems, and programs relating to security in, on, and about the Cincinnati

CH Improvements and the Cincinnati CH Property. Cincinnati CH further acknowledges that any and all fixtures, equipment, systems, and programs relating to security in, on, and about the Skybridge shall be connected to the fixtures, equipment, systems, and programs relating to security on the Hotel Property.

8. Capital Maintenance Costs. Cincinnati CH will be responsible for maintaining the Skybridge (including all capital maintenance costs) in accordance with the standards set forth in the Restrictive Covenant; provided, however, the Owners of the Convention Center Property and the Garage Property (as applicable) shall be responsible for repairs to the Skybridge caused by such Owner's gross negligence or willful misconduct.

9. Insurance.

9.1. **Insurance During Construction**. Throughout construction of the Skybridge, Cincinnati CH shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability insurance and/or Excess Liability insurance with total limits of at least $5,000,000 per occurrence, combined single limit/$5,000,000 aggregate, naming the City as additional insured, (ii) builder's risk insurance in the amount of 100% of the value of the improvements constructed (excluding any demolition, clearing and earthwork), (iii) workers' compensation insurance in such amount as required by law, (iv) all insurance as may be required under the Revenue Bond Documents (as defined in the Development Agreement) and/or by Cincinnati CH's senior construction lenders, and (v) all insurance as may be deemed reasonably necessary by the City from time to time and which is available on commercially reasonable terms. Cincinnati CH's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the City that are authorized to do business in Ohio, and that have an A.M. Best rating of A VII or better, and (b) provide that they may not be canceled or modified without at least 30 days prior written notice to the City. For the avoidance of doubt, Cincinnati CH may provide a list of one or more such companies to the City for pre-approval. Prior to commencement of construction, Cincinnati CH 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, and; provided that if the City requests an additional insured endorsement with respect to the Commercial General Liability insurance described above, Cincinnati CH shall have 6 months following the date of the City's request to obtain such an endorsement from its insurer and provide a copy of the endorsement to the City.

9.2. **Insurance After Construction**. After completion of construction of the Skybridge, the Owner of the Cincinnati CH Property shall maintain, or cause to be maintained, the following insurance: (i) Commercial General Liability

insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming the Owner of the Convention Center Property and the Owner of the Garage Property each as an additional insured; and (ii) special peril property insurance in an amount not less than the full replacement cost of the Skybridge. The Owner of the Cincinnati CH Property's insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the Owner of the Convention Center Property, 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 Owner of the Convention Center Property and the Owner of the Garage Property. In addition, all Owners shall maintain, or cause to be maintained, the following insurance (including self-insurance with respect to the City, as applicable): (i) Commercial General Liability insurance of at least $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, naming each of the other Owners as an additional insured; and (ii) special peril property insurance in an amount not less than the full replacement cost of the Cincinnati CH Improvements, the City Improvements, or the Whex Improvements (as applicable to each Owner based on the property owned by such Owner). Such insurance policies shall (a) be written in standard form by companies of recognized responsibility and credit reasonably acceptable to the other Owners, 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 other Owners.

9.3. **Waiver of Subrogation**. Each Owner, on behalf of itself, hereby waives all claims and rights of recovery, and on behalf of the other Owners' insurers, rights of subrogation, against any of the Owners, their respective 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 an Owner, even if such loss or damage arises from the negligence of one of the other Owners, its employees, agents, contractors, or subcontractors.

9.4. **Liability Insurance for Contractors**. All contractors and subcontractors entering upon the Convention Center Property under this Agreement are required to maintain Commercial General Liability insurance in an amount not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence, combined single limit/Two Million and 00/100 Dollars ($2,000,000.00) aggregate, naming the City as an additional insured, or in such greater amount as the City's Division of Risk Management may from time to time reasonably require, and are required to provide evidence of such insurance to the City not less than ten (10) days prior to entering upon the Convention Center Property.

10. Casualty; **Voluntary Demolition**.

10.1. **Casualty**. If all or any portion of the Skybridge, Skybridge-Convention Center Attachments, Skybridge-Garage Attachments, or Skybridge-Hotel Attachments are damaged by fire or other casualty, and such damage impacts property belonging to any one or more of the other Owners, the affected Owners shall work cooperatively and in good faith to develop a plan to repair the damage, taking into consideration the extent of the damage, estimated time needed for the repair, availability of insurance proceeds, availability of allocated funds in the City's budget, City construction contracting requirements, the need for the passage of legislation by City Council in connection with the project or securing funds therefor, if applicable, and all other relevant factors.

10.2. **Voluntary Demolition**. So long as the Operating Covenant (as defined in the Development Agreement) is in full force and effect, the Owner of the Convention Center Property may not voluntarily demolish the City Improvements, except as permitted in the Development Agreement or Restrictive Covenant or as otherwise consented to in writing by all of the other Owners. So long as the Operating Covenant (as defined in the Development Agreement) is in full force and effect, the Owner of the Cincinnati CH Property may not voluntarily demolish the Cincinnati CH Improvements, except as permitted in the Development Agreement or Restrictive Covenant or as otherwise consented to in writing by all of the other Owners. The Owner of the Garage Property may not voluntarily demolish the Whex Improvements without the prior written consent of all of the other Owners, unless the Owner of the Garage Property provides, at its cost, including design and construction costs, replacement support for the Skybridge and reasonable advanced notice and opportunity to review and approve the replacement support plans.

10.2.1. **Capital Improvements Proviso**. This Section 10.2 shall not apply to demolition (i) undertaken in accordance with a pre-determined plan for renovations; (ii) that does not unreasonably interfere with the interests of any other Owner, whether arising under this Agreement or otherwise; (iii) is intended to improve the value, use, or function of the property upon which the renovations are undertaken; and (iv) contained wholly within the improvement being so renovated. No consent shall be required to undertake any demolition within the proviso set forth in this Section.

10.2.2. **Limitation**. To the extent an Owner's consent or approval is required hereunder, such Owners may withhold their consent or approval only on the grounds that such demolition will materially interfere with the operation or structural support of the Skybridge. No provision of this Section 10.2 shall limit an Owner from demolishing any portion of the

Hotel, Garage, Skybridge, or Convention Center, as relevant, for the purpose of maintaining, repairing, or restoring the same.

11. **Additional Conveyances**. The Parties acknowledge that additional easements or licenses may be necessary to maintain and operate the developments set forth in the recitals herein and, therefore, agree to cooperate as needed regarding the same.

12. **Notices**. All notices required or permitted under this Agreement shall be deemed given if personally delivered; delivered by Federal Express, UPS, or any other nationally recognized overnight courier; or mailed by U.S. registered or certified mail, postage prepaid, return receipt requested, addressed to the Parties at their respective addresses set forth in the introductory paragraph of this Agreement or such other address 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. If Cincinnati CH or Whex sends a notice to the City alleging that the City is in breach of this Agreement, it shall simultaneously send a copy of such notice by U.S. certified mail to: City Solicitor, City of Cincinnati, 801 Plum Street, Room 214, Cincinnati, Ohio 45202. Upon the transfer of ownership of the Convention Center Property, Garage Property or Cincinnati CH Property the transferee shall promptly provide written notice of its address for purposes of this section to each of the other Owners.

13. **Estoppel**. Any Owner may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other Owners requesting such other Owners to certify in writing that, to the actual knowledge of the certifying Owner, (a) this Agreement is in full force and effect, (b) this Agreement has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting Owner is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature of any and all existing defaults. The Owners receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

14. **Subordination**. Each Owner shall have any mortgagees of record as of the Effective Date as to any property that is subject to this Agreement execute and deliver a recordable Consent and Subordination in the form of **Exhibit G** (*Form of Consent and Subordination*).

15. **Covenants Appurtenant to Land**. This Agreement shall inure to the benefit of and be binding upon the Owners and shall "run with the land."

16. **City's Certification of Funds**. Notwithstanding anything in this Agreement to the contrary, any and all obligations of the City under this Agreement that require the payment of funds are expressly conditioned upon the, appropriation of such funds by City Council, and the certification of the availability of such funds, at the time such funds are needed, by the City's Finance Director.

17. **Construction of Agreement**. This Agreement represents the entire and integrated agreement between the Parties; supersedes all prior negotiations, representations, or agreements, written or oral; provided, however, this Agreement shall, to the greatest extent possible, be construed in harmony, and not in tension, with all other agreements referred to in the recitals hereof. Moreover, except as otherwise expressly provided for herein, this Agreement shall be construed as drafted by sophisticated parties engaging in a joint endeavor by and shall not be construed in favor of any Party based upon its actual participation in the drafting of this Agreement. This Agreement shall be further construed as follows:

18. **Governing Law**. This Agreement, along with any claim relating to or arising through, from, under, or out of the same, whether concerning a private duty incurred hereunder or one imposed by law, shall be governed by the laws of the State of Ohio, except insofar as such laws compel or allow the application of another jurisdiction's laws.

19. **Third-Party Beneficiaries**. This Agreement arises for the sole benefit of the Parties. This Agreement is not intended to and shall not be construed as conferring any right, privilege, power, immunity, entitlement, or benefit on any party not a Party hereto or expressly identified as a beneficiary hereof and may not be enforceable by any person or entity not a signatory hereto, or successor or assign of the same.

20. **Severability**. The partial or complete invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity or continuing force and effect of any other provision or the application of such provision to persons or circumstances as to which the provision is not invalid, illegal, or otherwise unenforceable. Should any provision be declared partially or completely invalid, illegal, or unenforceable, this Agreement shall, to the extent that such construction would not materially frustrate the essential provisions hereof, be construed as though such provision were never included herein.

[Signature Page follows; remainder of page intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CITY OF CINCINNATI, an Ohio municipal corporation

By: _____
Sheryl M.M. Long, City Manager

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by Sheryl M.M. Long, City Manager for the City of Cincinnati, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to Form:

_____
Assistant City Solicitor

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

CINCINNATI CH (OH), LLC, a Delaware limited liability company

By: _____
Print: _____
Title: _____

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Cincinnati CH (OH), LLC, a Delaware limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the Effective Date.

WHEX GARAGE LLC, an Ohio limited liability company

By: _____
Print: _____
Title: _____

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I hereby certify and affirm that the foregoing instrument was acknowledged and subscribed to in my presence on this _____ day of _____ 2026 by _____, _____ for Whex Garage LLC, an Ohio limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

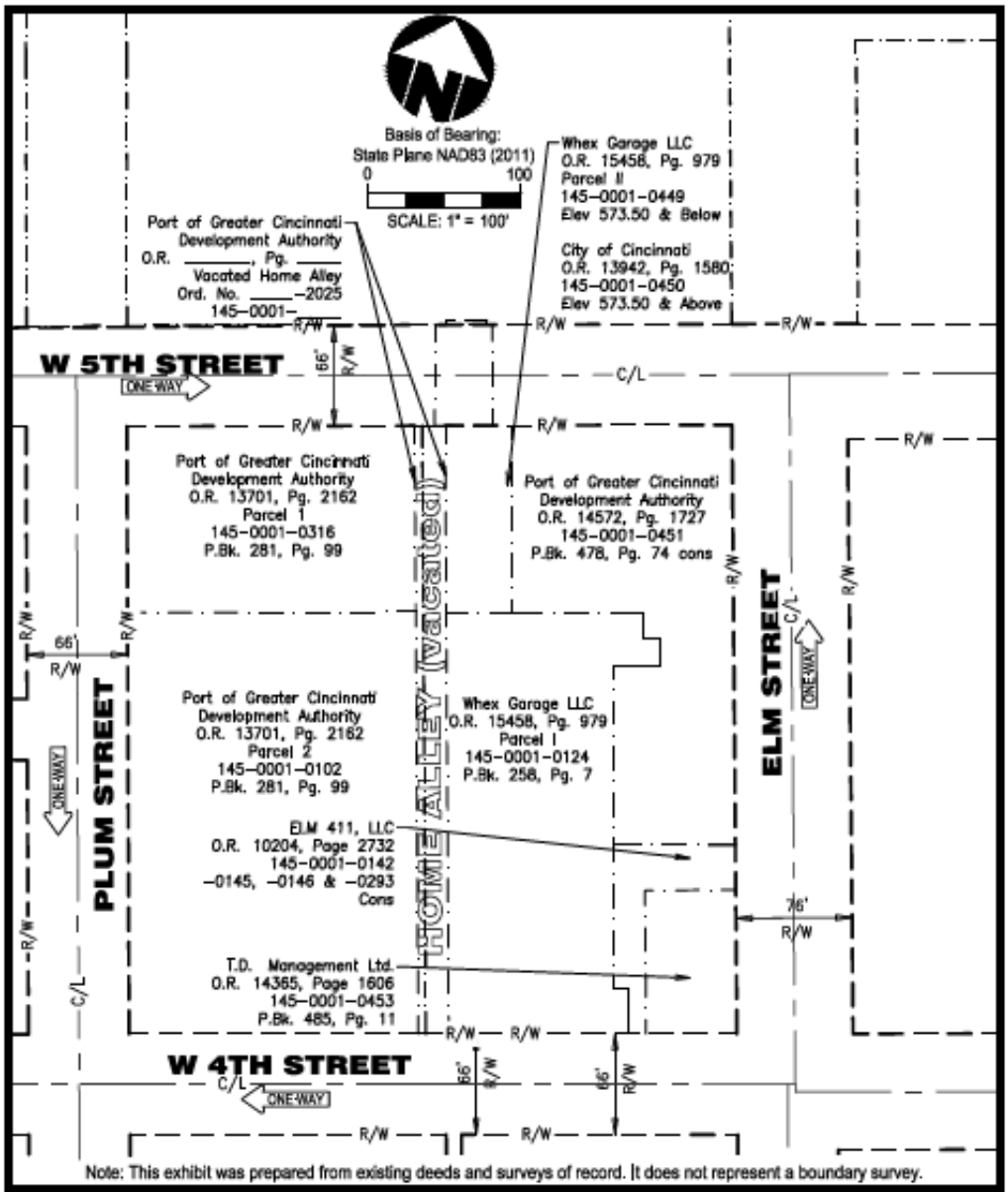
My Commission Expires: _____

Instrument Prepared By: Geoffrey G. Leder, Esq., KEATING MUETHING & KLEKAMP PLL, 1 East Fourth Street, Suite 1400, Cincinnati, Ohio 45202

EXHIBIT A

(Site Plan)

[see attached]



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 ES EXHIBIT A
Drawn by:	KDS
Checked By:	
Issue Date:	01/15/26

CITY OF CINCINNATI

DUKE ENERGY CONVENTION CENTER
SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

SITE PLAN

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

EXHIBIT B

(Legal Description: Convention Center Property)

Parcel 1:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set CN at the intersection of the West line of Elm Street and the North line of Fifth Street, measure with said Fifth Street South 80°20'59" West, 211.43 feet to a set CN; thence South 80°04'02" West, 182.42 feet to a set CN; thence South 80°04'37" West, 172.33 feet to a set CN; thence North 09°55'23" West, 1.62 feet to a set PK nail; thence South 80°17'59" West, 271.33 feet to a set CN at the intersection of said Fifth Street and the East line of Central Avenue; thence with said Central Avenue North 09°47'31" West, 432.61 feet to a set PK nail at the intersection of said Central Avenue and the South line of Sixth Street; thence with said Sixth Street North 80°04'37" East, 419.61 feet to a point; thence North 79°48'15" East, 189.99 feet to a point; thence North 80°04'02" East, 226.90 feet to a Set PK nail in the West line of said Elm Street; thence with said Elm Street South 09°55'31" East, 437.21 feet to the Place of Beginning. Containing 364,147 square feet of land more or less (8.360 acres). Bearings are based on Ohio State Plane Coordinate System.

Parcel 2:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the East line of Central Avenue. and the South line of Sixth Street, measure with said Sixth Street North 80°04'37" East, 210.28 feet to a set CN; thence South 09°55'23" East, 7.14 feet to a set CN; thence South 80°24'59" West, 210.29 feet to a set PK in said East line of Central Avenue; thence North 09°47'31" West; 5.89 feet to the Place of Beginning. Containing 1,370 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 3:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Sixth Street South 80°04'02" West, 226.90 feet to a set CN being the Place of Beginning; thence South 09°55'58" East, 10.41 feet to a set CN; thence South

80°24'59" West, 190.00 feet to a set CN; thence North 09°55'23" West, 8.38 feet to a set PK in said South line of Sixth Street; thence North 79°48'15" East; 189.99 feet to the Place of Beginning. Containing 1,785 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

Parcel 4:

Situate in Section 13, Town 4, Fractional Range 1, Cincinnati Township, Hamilton County Ohio, and being more particularly described as follows:

Beginning a set PK at the intersection of the West line of Elm Street and the South line of Sixth Street, measure with said Elm Street South 09°55'31" East, 11.79 feet to a set CN; thence South 80°24'59" West, 42.89 feet to a point; thence North 09°55'58" West, 11.53 feet to a set CN in said South line of Sixth Street; thence North 80°04'02" East; 42.90 feet to the Place of Beginning. Containing 500 square feet of land more or less. Bearings are based on Ohio State Plane Coordinate System.

EXHIBIT C

(Legal Description: Garage Property)

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT D

(Legal Description: Hotel Property

Date:	September 8, 2025
Description:	Port of Greater Cincinnati Hotel - Consolidation
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

EXHIBIT E

(Legal Description: Air Parcel)

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

EXHIBIT F
TO RECIPROCAL COVENANTS, RESTRICTIONS, AND EASEMENTS AGREEMENT
(List of Skybridge Plans)

The following PDF files submitted under the title of "CINCINNATI CONVENTION CENTER PEDESTRIAN WALKWAY, BID PACKAGE #2/GMP" dated September 9, 2025:

- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-01-ARCHITECTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-02-STRUCTURAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-03-FIRE PROTECTION & PLUMBING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-04-MECHANICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-05-ELECTRICAL.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-06-LIGHTING.pdf
- 2025-09-09-CCC-PED WALKWAY-BID PACKAGE #2 & GMP-07-INTERIORS.pdf

EXHIBIT G

(Form of Consent and Subordination)

CONSENT AND SUBORDINATION OF MORTGAGEE

_____, as the holder of that certain [Open-End Mortgage, Assignment of Rents, Security Agreement and Fixture Filing] (the "Mortgage") to the premises recorded in Official Record Book _____, Page _____ of the Hamilton County, Ohio Recorder's Office, hereby consents to the execution and delivery of the foregoing Reciprocal Covenants, Restrictions, and Easements Agreement (Convention Center-Hotel-Garage Skybridge), with exhibits thereto (the "REA"), and to the filing thereof, in the office of the County Recorder of Hamilton County, Ohio, and further subjects and subordinates (the "Consent and Subordination") the above-described Mortgage to the provisions of the foregoing REA; provided however, subject to the terms and provisions of the REA, this Consent and Subordination shall not otherwise affect the priority of the Mortgage.

IN WITNESS WHEREOF, _____, by its authorized officer, has caused the execution of this Consent and Subordination of Mortgagee this ____ day of _____, 2026.

_____

By: _____
Name: _____
Its: _____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ of _____, on behalf of the company.

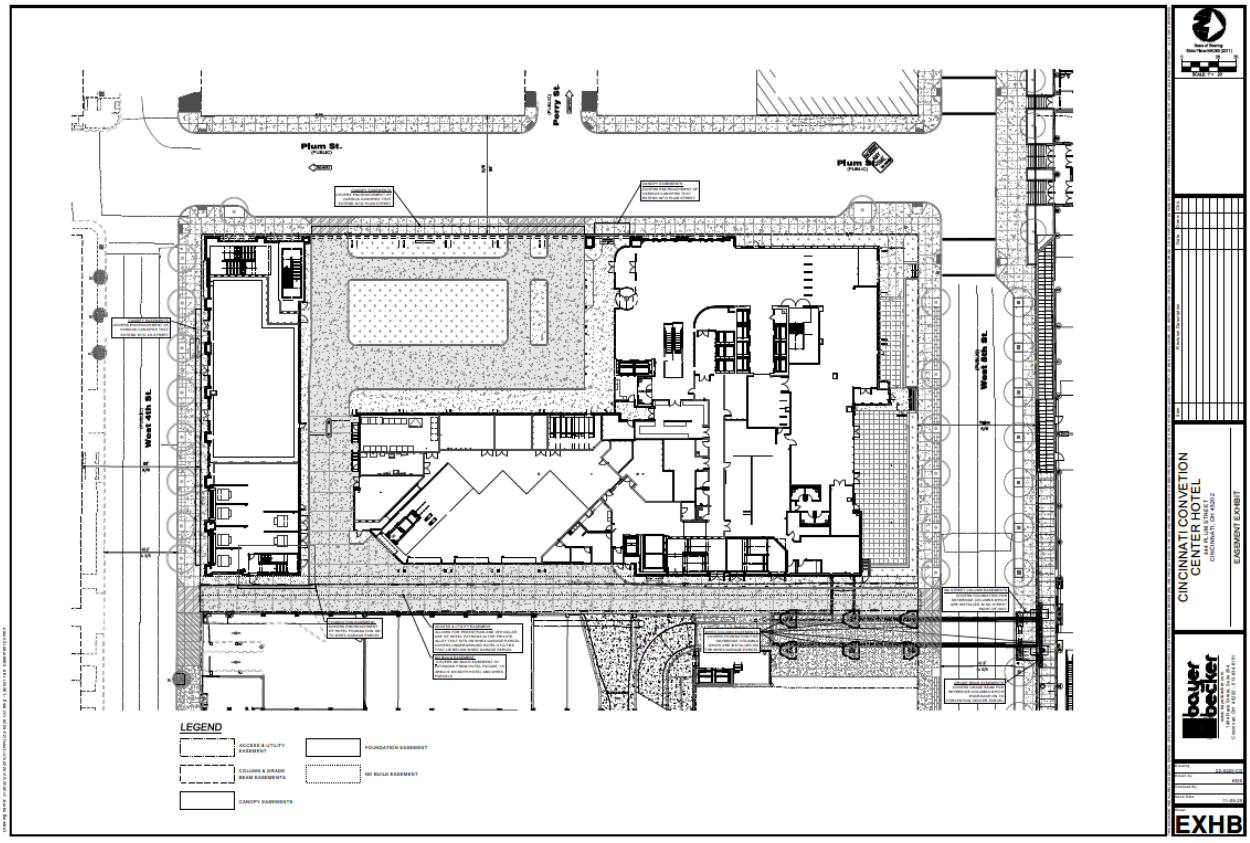
_____
Notary Public

Exhibit E

to Real Estate Agreement

Easement Site Plan

See attached



CINCINNATI CONVENTION CENTER HOTEL

EASEMENT EXHIBIT

EXHB

Exhibit F

to Real Estate Agreement

Form of Quitclaim Deed - Existing Air Parcel

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut 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 (the "**Property**").

Auditor's Parcel ID Nos.: 145-0001-0450
Prior instrument reference: Deed Book 4366, Page 2145, and Official Record 13942, Page 1580 of the Hamilton County Records.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026.

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

Exhibit A **–** *Legal Description*

[SIGNATURE PAGE FOLLOWS]

Executed on the date of acknowledgment.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by_____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Legal Description

Situated in City of Cincinnati, Hamilton County, Ohio and being more particularly described as follows:

BEGINNING at the intersection of the east line of Home Street and south line of W. Fifth Street;

Thence with the south line of W. Fifth Street, North 81°05'30" East, 43.03 feet to a set cross notch at the northwest corner of a tract conveyed to the City of Cincinnati in Deed Book 4366, Page 2149;

Thence with the west line of said City of Cincinnati, South 08°45'20" East, 122.92 feet to a set iron pin in the north line of a tract conveyed to The City of Cincinnati in Deed Book 4366, Pg. 2151;

Thence with the north line of said City of Cincinnati, South 81°14'40" West, 42.29 feet to a set cross notch in the east line of aforesaid Home Street;

Thence with the east line of said Home Street, North 09°06'10" West, 122.81 feet to a set cross notch at the **POINT OF BEGINNING.**

CONTAINING 0.1203 Acres and being bound by a vertical limit of above 573.50' (NAVD88).

Being that portion of Hamilton County Parcel No. 145-0001-0313 that is above elevation 573.50' (NAVD88) conveyed to the City of Cincinnati in Deed Book 4366, Page 2145 of the Hamilton County Recorder's Office.

Bearings are based on bearings of Home Street recorded in Plat Book 281, Page 99 of the Hamilton County Recorder's Office.

Exhibit G

to Real Estate Agreement

Form of Quitclaim Deed for Vacation – West Fifth Air Parcel

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED
(Vacation of W 5th Street ROW – Air Parcel)

The **City of Cincinnati**, an Ohio municipal corporation ("**City**"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati OH 45202, all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description*) and depicted on Exhibit B (*Sale Plat*) attached hereto and made a part hereof (the "**Property**").

Property Address: Former W 5th Street right-of-way, Cincinnati, OH 45202

Auditor's parcel: none (former right-of-way)
Prior Instrument Reference: None (former right-of-way)

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026 (a certified copy of which is attached hereto as Exhibit C (*Ordinance*)), and pursuant to Ohio Revised Code Chapter 723, the Property is hereby vacated as public right-of-way by the City.

Executed on _____, 2026.

City of Cincinnati
By: _____
Sheryl M.M. Long, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Sheryl M.M. Long, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

[Additional signatures follow on next page]

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:
City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

Exhibits:
Exhibit A – *Legal Description*
Exhibit B – *Sale Plat*
Exhibit C – *Ordinance*

EXHIBIT A
to Quitclaim Deed
Legal Description

Date: October 15, 2025

Description: Part of West 5th Street Vacation

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of West 5th Street with the elevations of 562.25 (bottom) to 607.54 (top) containing 0.0572 acres (2493 square feet) horizontally, 112,900 cubic feet vertically and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way line of said West 5th Street, North 80° 22' 10" East, 201.66 feet to a point being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet, and being the **True Point of Beginning**:

thence, from the True Point of Beginning departing said south right of way line and through said West 5th Street, North 09° 28' 38" West, 66.00 feet to the north right of way of West 5th Street, being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, with said north right of way of said West 5th Street, North 80° 22' 12" East, 37.77 feet being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, departing said north right of way and through said West 5th Street, South 09° 28' 38" East, 66.00 feet to said south right of way of said West 5th Street, being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet;

thence, with said south right of way of said West 5th Street, South 80° 22' 12" West, 37.77 feet to the **True Point of Beginning**, containing 0.0269 acres of land, more or less.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

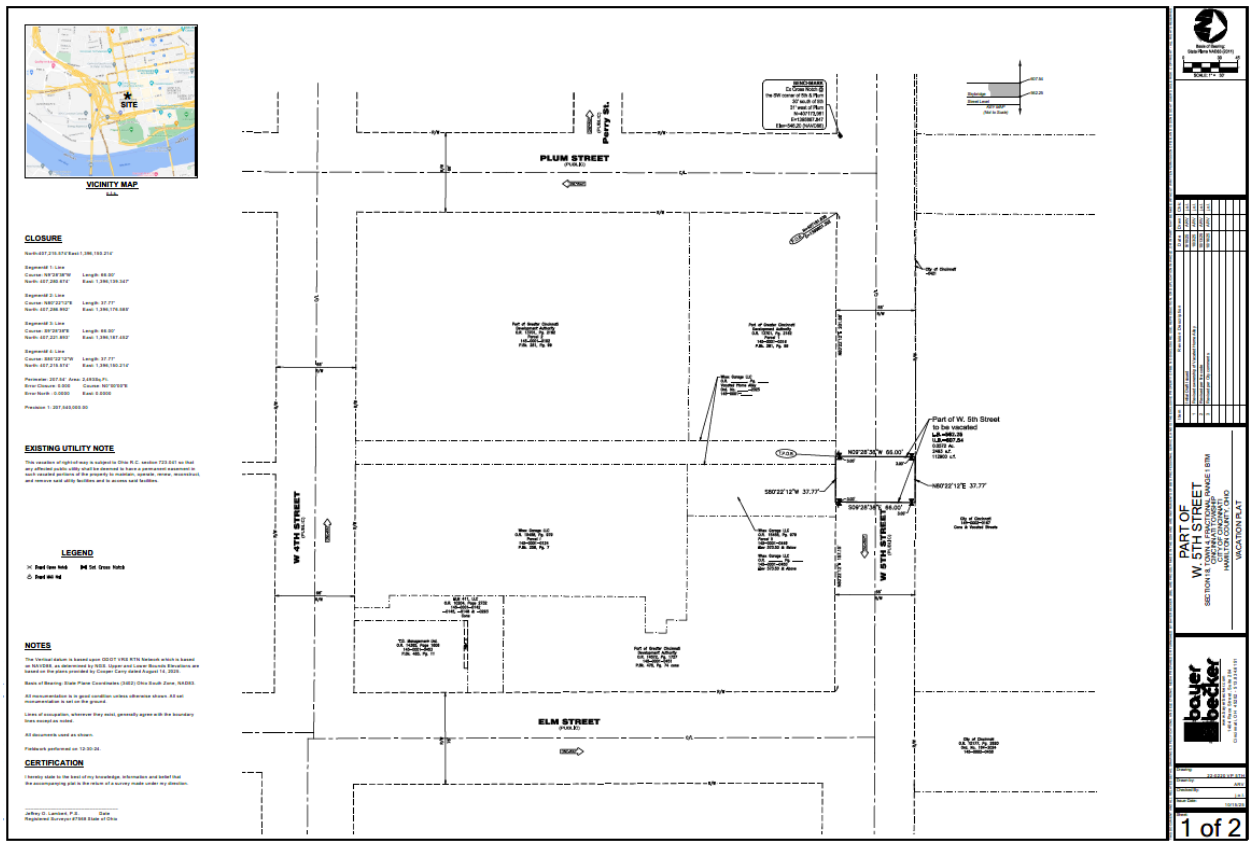
All set monumentation is set on the ground.

Elevations based on ODOT VRS RTN Network which is based on NAVD88, as determined by NGS

The above description was prepared from a vacation plat made on October 13, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

EXHIBIT B
to Quitclaim Deed
Sale Plat

See attached.


SITE
VICINITY MAP
CLOSURE
EXISTING UTILITY NOTE
LEGEND
NOTES
CERTIFICATION
PLUM STREET
(PUBLIC)
ELM STREET
(PUBLIC)
W 4TH STREET
(PUBLIC)
W 5TH STREET
(PUBLIC)
Part of W. 5th Street
to be vacated
N02°28'36"W 66.00'
S80°32'12"W 37.77'
S09°28'36"E 66.00'
N80°32'12"E 37.77'
PART OF
W. 5TH STREET
CITY OF CLERMONT
HAMILTON COUNTY, OHIO
VACATION PLAT
bauer becker
1 of 2

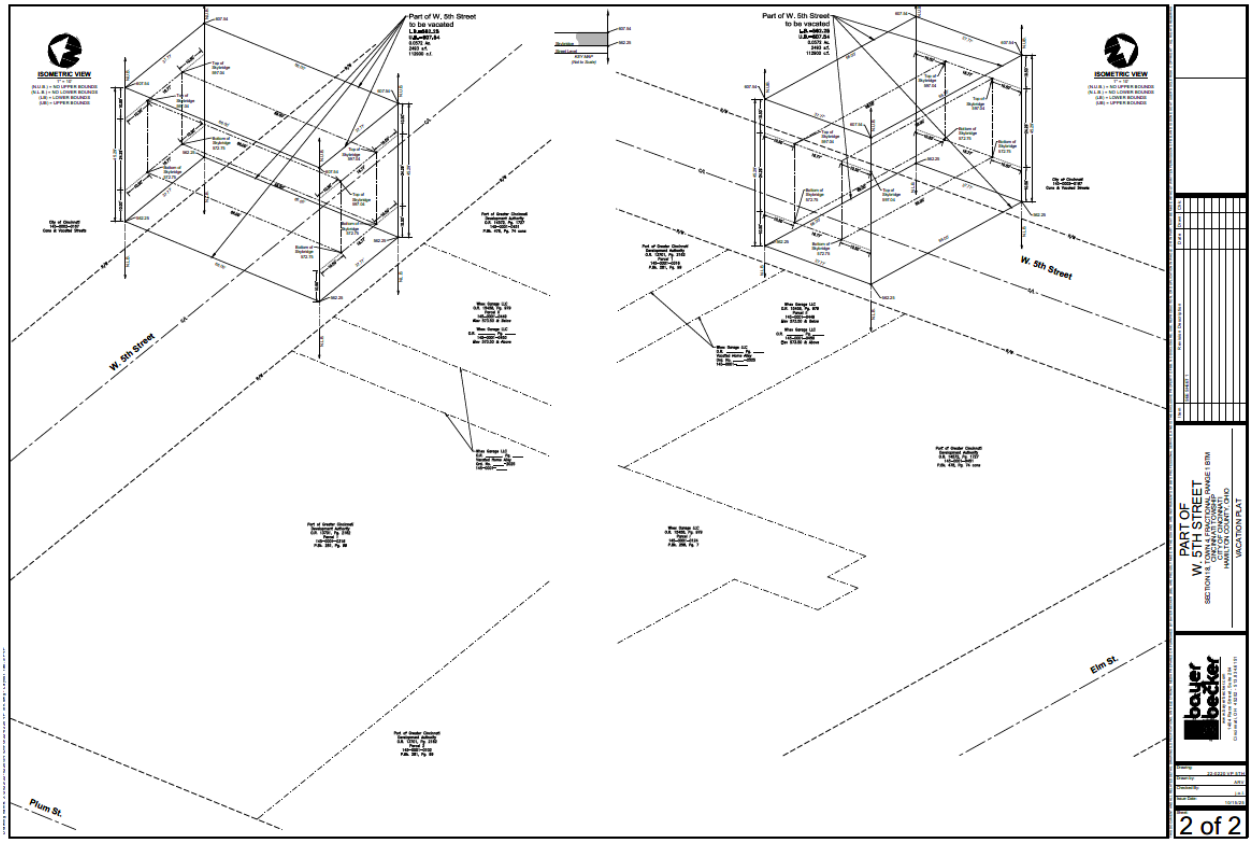

ISOMETRIC VIEW
Part of W. 5th Street
to be vacated
W. 5th Street
Plum St.
Elm St.
PART OF
W. 5TH STREET
SECTION 14, TOWN 3 FRACTIONAL RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
VACATION PLAT
bauer becker
2 of 2

EXHIBIT C
to Quitclaim Deed
Ordinance
See attached.

Exhibit H

to Real Estate Agreement

Form of Quitclaim Deed to Whex – West Fifth Air Parcel

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut 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 (the "**Property**").

Auditor's Parcel ID Nos.:
Prior instrument reference: Official Record _____, Page _____ of the Hamilton County Records.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____ ___, 2026.

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

Exhibit A **–** *Legal Description*

[SIGNATURE PAGE FOLLOWS]

Executed on the date of acknowledgment.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by_____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Legal
Description

Date: October 15, 2025

Description: Part of West 5th Street Vacation

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of West 5th Street with the elevations of 562.25 (bottom) to 607.54 (top) containing 0.0572 acres (2493 square feet) horizontally, 112,900 cubic feet vertically and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way line of said West 5th Street, North 80° 22' 10" East, 201.66 feet to a point being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet, and being the **True Point of Beginning**:

thence, from the True Point of Beginning departing said south right of way line and through said West 5th Street, North 09° 28' 38" West, 66.00 feet to the north right of way of West 5th Street, being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, with said north right of way of said West 5th Street, North 80° 22' 12" East, 37.77 feet being referenced by a set cross notch South 09° 28' 38" East, 3.00 feet;

thence, departing said north right of way and through said West 5th Street, South 09° 28' 38" East, 66.00 feet to said south right of way of said West 5th Street, being referenced by a set cross notch being North 09° 28' 38" West 3.00 feet;

thence, with said south right of way of said West 5th Street, South 80° 22' 12" West, 37.77 feet to the **True Point of Beginning**, containing 0.0269 acres of land, more or less.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

All set monumentation is set on the ground.

Elevations based on ODOT VRS RTN Network which is based on NAVD88, as determined by NGS

The above description was prepared from a vacation plat made on October 13, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Exhibit I

to Real Estate Agreement

Form of Quitclaim Deed for Vacation – Home Alley

[SPACE ABOVE FOR RECORDER'S USE]

QUITCLAIM DEED
(Vacation of Home Alley)

The **City of Cincinnati**, an Ohio municipal corporation ("**City**"), hereby grants and conveys to the **City of Cincinnati**, an Ohio municipal corporation, the tax-mailing address of which is 801 Plum Street, Cincinnati OH 45202, all of the City's right, title, and interest in and to the real property described on Exhibit A (*Legal Description*) and depicted on Exhibit B (*Sale Plat*) attached hereto and made a part hereof (the "**Property**").

Property Address: Former Home Alley right-of-way, Cincinnati, OH 45202

Auditor's parcel: none (former right-of-way)

Prior Instrument Reference: none (former right-of-way)

This conveyance is permitted under Ohio Revised Code Section 5302.18, which provides that a grantor under a deed may also be a grantee.

Creation of Utility Easement: Any affected public utility, including any City-owned or operated public utility, existing within the Property shall be deemed to have a permanent easement in such portions of the Property that was former public right-of-way and has since been vacated for the purpose of maintaining, operating, renewing, reconstructing, and removing utility facilities existing at the time of conveyance, and for purposes of access to said facilities. No easement or other rights shall be affected due to the doctrine of merger.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____, 2026 (a certified copy of which is attached hereto as Exhibit C (*Ordinance*)), and pursuant to Ohio Revised Code Chapter 723, the Property is hereby vacated as public right-of-way by the City.

Executed on _____, 2026.

City of Cincinnati

By: _____
Sheryl M.M. Long, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Sheryl M.M. Long, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

[Additional signatures follow on next page]

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

City of Cincinnati Law Department
801 Plum Street
Cincinnati, OH 45202

Exhibits:
Exhibit A – *Legal Description*
Exhibit B – *Sale Plat*
Exhibit C – *Ordinance*

Exhibit A
to Quitclaim Deed

Legal description

Date: April 10, 2025

Description: All of Home Alley Vacation

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and all of Home Alley of the Hamilton County Recorder's Office containing 0.1828 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of said Home Alley (20' R/W), being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the west right of way of said Home Alley and with the south right of way of said West 5th Street, North 80° 22' 12" East, 20.00 feet to the intersection of the south right of way of said West 5th Street and the east right of way of said Home Alley being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the east right of way of said Home Alley, South 09° 49' 28" East, 398.15 feet to the north right of way of West 4th Street (66' R/W) and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the east right of way of said Home Alley and with the north right of way of said West 4th Street, South 80° 31' 52" West, 20.00 feet to the west right of way of said Home Alley and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with to the west right of way of said Home Alley, North 09° 49' 28" West, 398.09 feet to the **True Point of Beginning**, containing 0.1828 acres of land, more or less.

The above description was prepared from a vacation plat made on April 10, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).



8-1-25

Exhibit B
to Quitclaim Deed
Sale Plat

See attached



VICINITY MAP

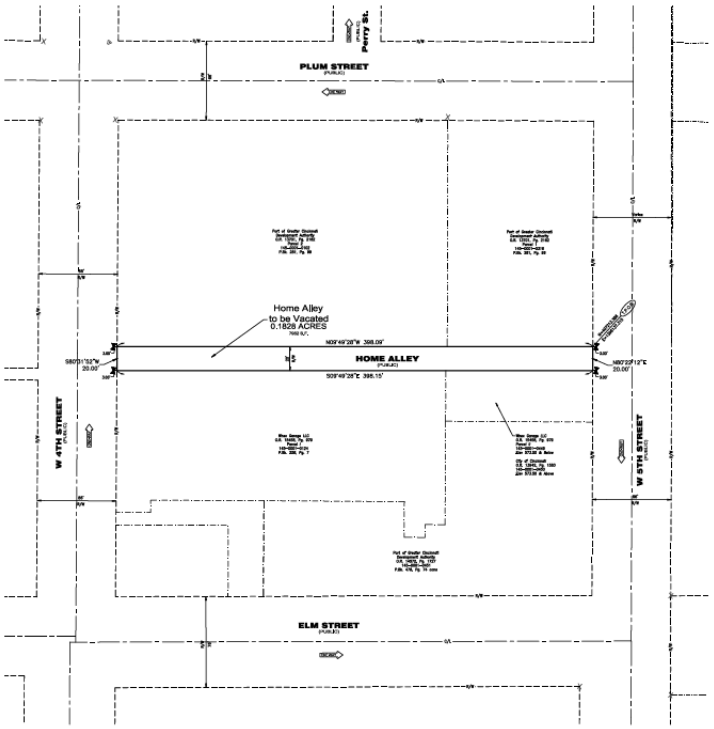
CLOSURE

EXISTING UTILITY NOTE

LEGEND

NOTES

CERTIFICATION



ALL OF
HOME ALLEY
SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
VACATION PLAT

bauer becker

1 of 1

EXHIBIT C
to Quitclaim Deed

Ordinance

See attached.

Exhibit J

to Real Estate Agreement

Form of Quitclaim Deed to Whex – Home Alley

[SPACE ABOVE FOR RECORDER'S USE]

QUIT CLAIM DEED

The **CITY OF CINCINNATI**, an Ohio municipal corporation (the "**City**"), for valuable consideration paid, hereby grants and conveys to **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut 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 (the "**Property**").

Auditor's Parcel ID Nos.:
Prior instrument reference: Official Record _____, Page _____ of the Hamilton County Records.

Reservation of Utility Easement: Except for those existing sewer facilities within the Property, any affected public utility, including any City-owned or operated public utility existing within the Property shall be deemed to have a permanent easement in such portions of the Property that was former public right-of-way and has since been vacated for the purpose of maintaining, operating, renewing, reconstructing, and removing utility facilities existing at the time of conveyance, and for purposes of access to said facilities.

Reservation of Sewer Easement: The City hereby reserves a permanent easement for the purpose of maintaining, operating, renewing, reconstructing, and removing sewer facilities and for purposes of access to said facilities within that portion of the Property depicted on Exhibit B and described on Exhibit C (the "**Sewer Easement Area**"). The City hereby quitclaims all other easements for sewer facilities within the Property, that are outside of the Sewer Easement Area.

This conveyance was authorized by Ordinance No. _____-2026, passed by Cincinnati City Council on _____ ___, 2026.

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

Exhibit A – *Legal Description*

Exhibit B – *Depiction of Sewer Easement Area*

Exhibit C – *Legal Description of Sewer Easement Area.*

[SIGNATURE PAGE FOLLOWS]

Executed on the date of acknowledgment.

CITY OF CINCINNATI

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by_____, the _____ of the **CITY OF CINCINNATI**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form:

_____
Assistant City Solicitor

This instrument prepared by:

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

Exhibit A
to Quitclaim Deed
Legal Description

Date: April 10, 2025

Description: All of Home Alley Vacation

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and all of Home Alley of the Hamilton County Recorder's Office containing 0.1828 acres and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of said Home Alley (20' R/W), being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the west right of way of said Home Alley and with the south right of way of said West 5th Street, North 80° 22' 12" East, 20.00 feet to the intersection of the south right of way of said West 5th Street and the east right of way of said Home Alley being referenced by a set cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the east right of way of said Home Alley, South 09° 49' 28" East, 398.15 feet to the north right of way of West 4th Street (66' R/W) and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the east right of way of said Home Alley and with the north right of way of said West 4th Street, South 80° 31' 52" West, 20.00 feet to the west right of way of said Home Alley and being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing the north right of way of said West 4th Street and with to the west right of way of said Home Alley, North 09° 49' 28" West, 398.09 feet to the **True Point of Beginning**, containing 0.1828 acres of land, more or less.

The above description was prepared from a vacation plat made on April 10, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).



Exhibit B
to Quitclaim Deed
Depiction of Sewer Easement Area

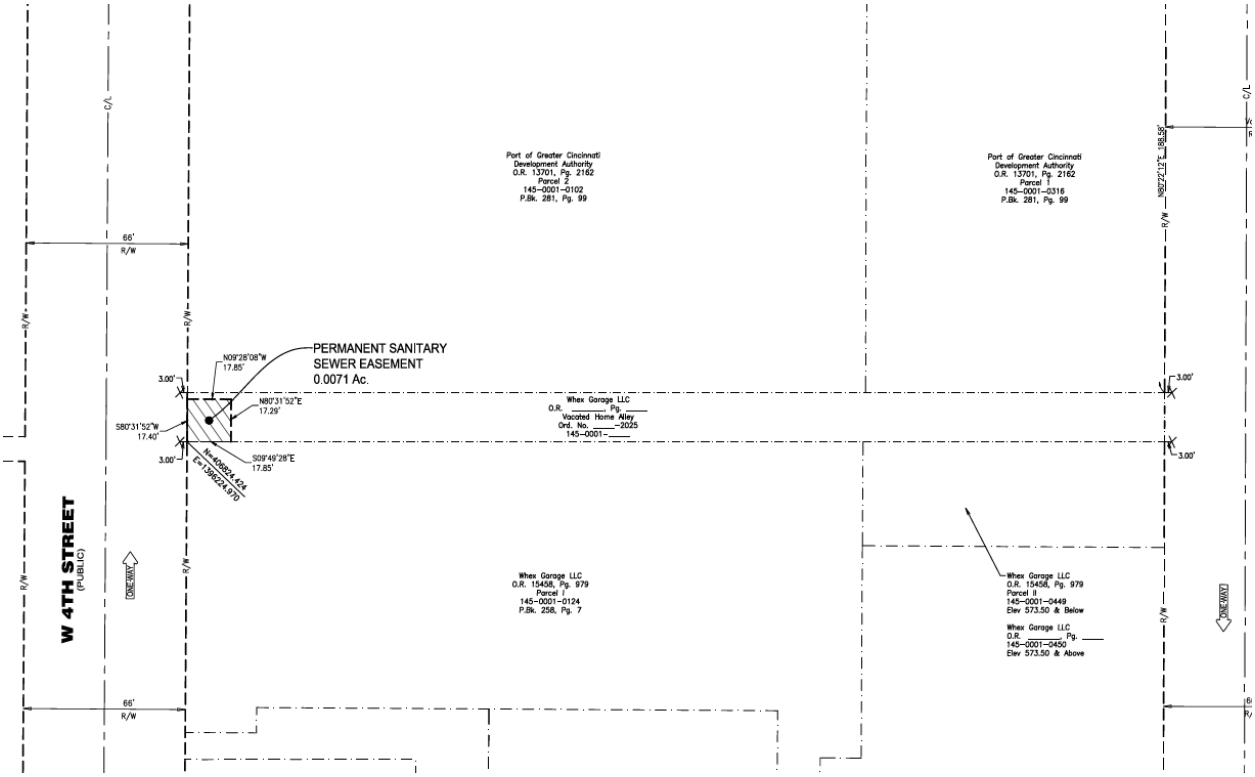


Exhibit C
to Quitclaim Deed
Legal Description of Sewer Easement Area

Date: February 2, 2026

Description: Sanitary Sewer Easement

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being part of Whex Garage LLC as recorded in Official Record _____, Page _____ and being part of vacated Home Alley Ord. No. ____-2025 of the Hamilton County Recorder's Office being a Sanitary Sewer Easement and being further described as follows:

Begin at the intersection of the north right of way of West 4th Street (66' R/W) and the former east right of way of said vacated Home Alley and being the southwest corner of Whex Garage LLC as recorded in Official Record 15458, Page 979 and being referenced by a found cross notch being South 09° 49' 28" East, 3.00 feet and being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing said Whex Garage LLC as recorded in Official Record 15458, Page 979 and with the north right of way of said West 4th Street, South 80° 31' 52" West, 17.42 feet

thence, departing the north right of way of said West 4th Street and through said Whex Garage LLC as recorded in Official Record _____, Page _____ the following two courses: North 09° 28' 08" West, 17.85 feet;

thence, North 80° 31' 52" East, 17.29 feet to the west line of said Whex Garage LLC as recorded in Official Record 15458, Page 979;

thance with said Whex Garage LLC as recorded in Official Record 15458, Page 979, South 09° 49' 28" East, 17.85 feet to the **True Point of Beginning**, containing 0.0071 acres of land, more or less.

The above description was prepared from an Sanitary Sewer Easement Dedication Plat made on April 11, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit K

to Real Estate Agreement

Form of Grant of Easements - Skybridge

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENTS - SKYBRIDGE

(encroachment upon a portion of West Fifth Street for support columns
and a portion of the Convention Center property for Grade Beams)

This Grant of Easements - Skybridge is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, with an address of 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("**Grantee**").

Recitals:

A. By virtue of a _____ *Deed* recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, Grantee holds title to that certain air parcel above West Fifth Street and parcels south of West Fifth Street in Cincinnati, Ohio (Hamilton County Parcel ID _____), and as more particularly described on Exhibit A (*Legal Description – Benefitted Air Parcel*) and partially depicted on Exhibit B (*Site Plan*) attached hereto (the "**Benefitted Air Parcel**").

B. The City owns certain real property below a portion of the Benefitted Air Parcel being (i) the public right-of-way known as West Fifth Street, a portion of which is more particularly depicted on Exhibit B hereto ("**West Fifth"**) and (ii) the property commonly known as the Cincinnati Convention Center (Hamilton County Parcel ID 145-0002-0167 and 145-0002-0414) ("**Convention Center**") a portion of which is more particularly depicted on Exhibit B hereto ("**City Parcel**"). West Fifth is under the management of the City's Department of Transportation and Engineering ("**DOTE**"). The City Parcel is under the management of the City Manager's Office.

C. Grantee intends to construct an elevated and enclosed pedestrian walkway within the Benefitted Air Parcel (the "**Skybridge**") to provide pedestrian access above street level between: (i) the Hotel (defined below), (ii) the parking garage located at 212 West Fourth Street, Cincinnati, Ohio, and (iii) the Convention Center.

D. Grantee has requested the City to (i) grant an easement for an encroachment upon a portion of West Fifth to construct and maintain the support columns and the support column foundations located beneath the surface of West Fifth and attaching directly to the Convention Center's foundation located upon and within the City Parcel, required for the portion of the Skybridge above West Fifth (collectively, the "**Columns**"), as more particularly depicted on Exhibit B, and (ii) grant an easement for an encroachment upon a portion of the City Parcel to construct and maintain the horizontal grade beams for the Skybridge ("**Grade Beams**"), as more particularly depicted on Exhibit B.

E. The Columns are located within that portion of West Fifth described on Exhibit C (*Legal Description – Easement Area - Columns*) attached hereto and the Grade Beams are located within that portion of the City Parcel described on Exhibit D (*Legal Description – Easement Area – Grade Beams*) (individually an "**Easement Area**" and collectively, the "**Easement Areas**") and as depicted on Exhibit B.

F. The City Manager, in consultation with DOTE, has determined that: (i) these easements will not have an adverse effect on the City's retained interest in West Fifth or the City Parcel; (ii) these easements will not unreasonably interfere with the City's use of West Fifth or the City Parcel for municipal purposes; (iii) granting these easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) granting these easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, an adjoining property owner, would have any use for these easements.

G. The City's Real Estate Services Division has determined that the fair market value of these easements, as determined by professional appraisal, is a total of $18,900, however, the City is agreeable to convey these easements for $1.00 because the City will receive economic and non-economic benefits from the grants set forth herein that is anticipated to equal or exceed the fair market value of these easements because these easements are associated with the redevelopment of the property adjacent to the Benefitted Air Parcel to construct and operate a new hotel to serve the Convention Center (the "**Hotel**"), and the City anticipates that the Hotel will stimulate economic activity and growth in the Central Business District.

H. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the grant of this easement at its meeting on September 5, 2025.

I. Cincinnati City Council authorized the execution of this easement by No. [___]-2026, passed by Cincinnati City Council on [____], 2026.

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

1. Grant of Easements. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Air Parcel, a permanent easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Columns and the Grade Beams within their respective Easement Areas. Following construction of the Columns, Grade Beams, and the Skybridge, Grantee shall only make alterations, additions, enlargements, or modifications to the Columns or Grade Beams with the prior written consent of the City. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Areas. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The rights granted to Grantee herein shall be subordinate and subject to the City's rights to manage, operate, and maintain the West Fifth public right-of-way and the City Parcel in the best interest of the public health, safety, and general welfare, as determined by the City.

2. Utilities. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Third-Party Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers to enter upon West Fifth from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee's construction, installation, use, occupancy, operation, or maintenance of the Columns and Grade Beams.

3. Permitted Use. Grantee shall solely use the Easement Areas to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Columns and Grade

Beams. Grantee shall not use or permit the use of the Easement Areas in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of West Fifth and the City Parcel, as determined by the City.

4. Termination. Notwithstanding anything herein to the contrary, these easements shall automatically terminate upon the complete or respective partial demolition, without rebuilding within one year after such demolition, of the Columns or Grade Beams within the Easement Areas, such that these easements would be rendered unnecessary or upon written notice from the City, if, as a result of Grantee's failure to maintain the Columns or Grade Beams as required by this Grant of Easements, the City determines that the Columns or Grade Beams are creating a public safety issue, including but not limited to, noncompliance with Americans with Disabilities Act ("ADA") accessibility regulations, or contributing to adverse impacts on the usability or accessibility of West Fifth, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner.

5. Restoration. Upon the termination of this Easement, Grantee shall, at its sole expense, take immediate steps to remove the Columns and Grade Beams from the Easement Areas and shall repair and restore any and all public improvements and any private improvements of the Convention Center (collectively, the "**Improvements**") within the Easement Areas to their original condition as they existed immediately prior to the construction of the Columns and Grade Beams unless otherwise authorized by the city manager or their designee. All repairs, modifications, and restorations shall be subject to the city manager's or their designee's supervision and approval.

6. Failure to Restore. Following a termination pursuant to Section 4 hereof, if Grantee fails to remove the Columns or Grade Beams from the Easement Areas or to repair and restore any and all Improvements within the Easement Areas within a reasonable time, the Columns, Grade Beams, and any and all of Grantee's personal property within the Easement Areas not so removed shall be deemed abandoned, and the City may remove the Improvements and associated personal property and restore any and all Improvements within the Easement Areas to their original condition, and may charge the expense thereof to Grantee.

7. Maintenance and Repairs. At no cost to the City, Grantee shall construct the Columns and Grade Beams in accordance with the plans and specifications approved by DOTE and the City and in accordance with applicable code standards. Once installed, Grantee shall not make any enlargements or material alterations, additions, or modifications to the Columns or Grade Beams without the prior written consent of the City. At no cost to the City, following construction of the Columns, the Grantee shall maintain the Columns and Grade Beams in continuous good condition and repair. The City shall not have any maintenance or repair obligations or any obligation to provide services for the Columns or Grade Beams under this instrument or any related instruments. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements. Notwithstanding the foregoing to the contrary, the City shall be solely responsible for any repair or reconstruction costs related to the Columns or Grade Beams if the work is necessitated by the gross negligence or willful misconduct of the City or its agents, employees or contractors.

8. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained: (i) a policy of Commercial General Liability insurance, naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery

against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Columns or Grade Beams, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Columns or Grade Beams and this grant of easement.

9. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Areas, other than areas occupied by the Columns and Grade Beams (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

10. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Columns and Grade Beams.

11. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to commence cure of the same to the City's satisfaction within thirty (30) days after receiving written notice thereof from the City and complete such cure within a reasonable time not to exceed ninety (90) days from the date of notice to Grantee, the City shall have the right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from the City evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to the City for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Air Parcel until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

12. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

13. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

14. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

15. Coordinated Report Conditions (CR #21-2025). The following additional conditions shall apply as required by the indicated City department or affiliate:

(A) Cincinnati Department of Transportation and Engineering ("DOTE"):

i. A DOTE street opening permit, obtained by a DOTE licensed street contractor, is required for all private improvements in the public right-of-way.

ii. All improvements in the public right-of-way must be built in compliance with City standards, policies and guidelines.

iii. All underground facilities or structures must be appropriately marked upon installation.

(B) Greater Cincinnati Water Works ("GCWW"): Existing GCWW infrastructure must be abandoned and properly capped prior to construction of the Columns, Grade Beams, the Skybridge, or other associated structures.

(C) Cincinnati City Planning and Engagement: Construction of the Columns and Grade Beams are subject to review under the DD Zoning District regulations and West Fourth Street Historic District Conservation Guidelines, and will require a Certificate of Appropriateness from the Historic Conservation Board, all of which have been granted to Grantee as of the Effective Date.

In addition to the above-stated conditions, any demolition, construction, installation, renovation, or other work performed with the rights granted herein shall be completed in compliance with the requirements of applicable national, state, and municipal codes, and after obtaining the permits required by the same. This easement shall not act as or be considered an authorization to act in conflict with such national, state or municipal codes, or without obtaining the requisite permits.

16. Estoppel. Either party may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other party requesting such other party to certify in writing that, to the actual knowledge of the certifying party, (a) this instrument is in full force and effect, (b) this instrument has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting party is not in default in the performance of its obligations under this instrument, or, if in default, describing the nature of any and all existing defaults. The party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

17. Counterparts. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

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

Exhibit A – *Legal Description – Benefitted Air Parcel*
Exhibit B – *Site Plan*
Exhibit C – *Legal Description – Easement Area – Columns*
Exhibit D – *Legal Description – Easement Area – Grade Beams*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

City of Cincinnati

By: _____
Sheryl M.M. Long, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Sheryl M.M. Long, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form by:

_____
Assistant City Solicitor

[*Grantee Signature Page Follows*]

ACCEPTED AND AGREED TO BY:

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

Exhibit A

to Grant of Easements - Skybridge

Legal Description – Benefitted Air Parcel

Lot 2

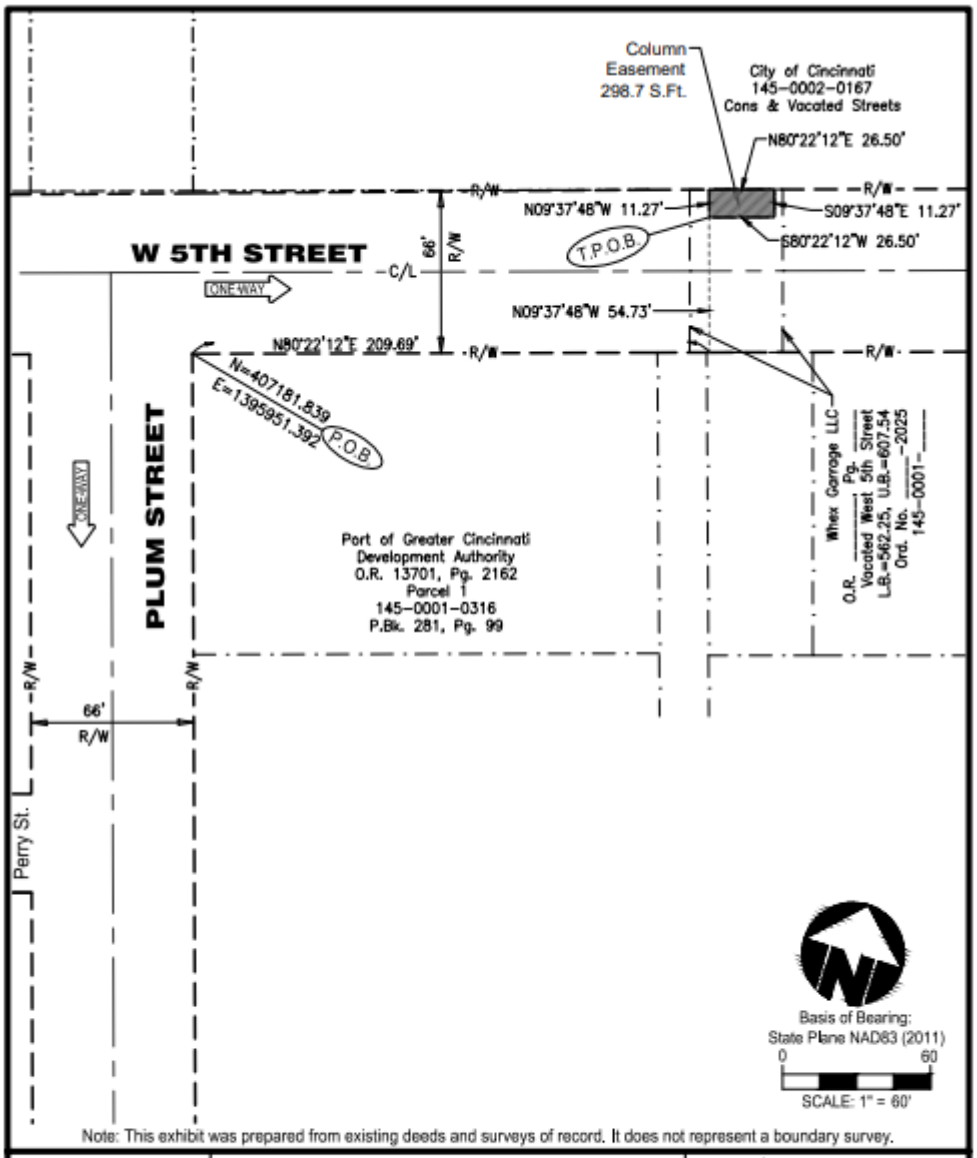
Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

Exhibit B

to Grant of Easement - Skybridge

Site Plan depicting Column Easement Area

See attached.



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing:	22-0220 ES COLUMN 5TH
Drawn by:	ARV
Checked By:	j.o.l.
Issue Date:	10/24/25

WEST 5TH STREET

SECTION 18, TOWN 4, F. RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

COLUMN EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Exhibit B (cont.)

to Grant of Easement - Skybridge

Site Plan depicting Grade Beam Easement Area

See attached.

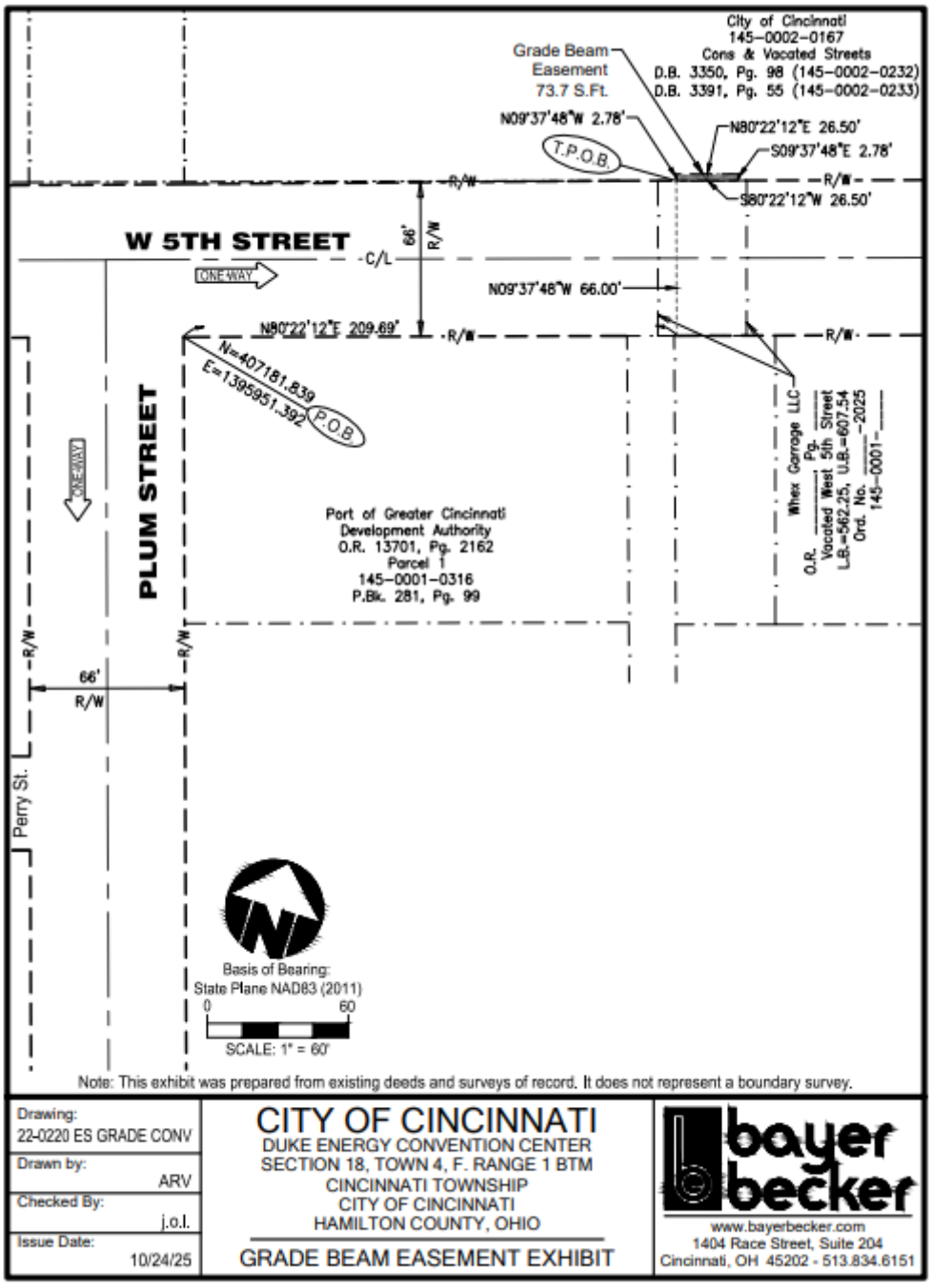


Exhibit C

to Grant of Easements - Skybridge

Legal Description – Easement Area – Columns

Date: October 24, 2025

Description: Convention Center Hotel
West 5th Street
Column Easement

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of West 5th Street right of way, and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way of said West 5th Street, North 80° 22' 10" East, 209.69 feet; thence, departing said south right of way of West 5th Street and through said West 5th Street right of way, North 09°37'48" West, 54.73 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing through said West 5th Street right of way, North 09° 37' 48" West, 11.27 feet to the north right of way of said West 5th Street;

thence, with the north right of way of said West 5th Street, North 80° 22' 12" East, 26.50 feet;

thence, departing the north right of way of said West 5th Street and through said West 5th Street right of way, the following two courses: South 09° 37' 48" East, 11.27 feet;

thence, South 80° 22' 12" West, 26.50 feet to the **True Point of Beginning**, containing 298.7 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit D

to Grant of Easement - Skybridge

Legal Description – Easement Area – Grade Beams

Date:	October 24, 2025
Description:	Duke Energy Convention Center West 5th Street Grade Beam Easement
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a Grade Beam Easement over part of the City of Cincinnati land, Parcel 145-0002-0167, as recorded in Deed Book 3350, Page 98 and Deed Book 3391, Page 55, and being further described as follows:

Begin at the intersection of the south right of way of West 5th Street (66' R/W) and the west right of way of Plum Street (66' R/W); thence, departing said Plum Street, and with the south right of way of said West 5th Street, North 80° 22' 10" East, 209.69 feet; thence, departing said south right of way of West 5th Street and through said West 5th Street , North 09°37'48" West, 66.00 feet to the north right of way of said West 5th Street and the **True Point of Beginning:**

thence, from the **True Point of Beginning,** departing said north right of way of said West 5th Street and through the said City of Cincinnati land, the following three courses: North 09° 37' 48" West, 2.78 feet;

thence, North 80° 22' 12" East, 26.50 feet;

thence, South 09° 37' 48" East, 2.78 feet to the north right of way of said West 5th Street;

thence, with the north right of way of said West 5th Street, South 80° 22' 12" West, 26.50 feet to the **True Point of Beginning**, containing 73.7 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit L

to Real Estate Agreement

Form of Grant of Easements - Canopies

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENTS - CANOPIES

(canopy easements for portions of Plum and West Fourth Street)

This Grant of Easements – Canopies is granted as of the Effective Date (as defined on the signature page hereof) by the **CITY OF CINCINNATI**, an Ohio municipal corporation, with an address of 801 Plum Street, Cincinnati, OH 45202 (the "**City**"), in favor of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, with an address of 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("**Grantee**").

Recitals:

A. By virtue of a _____ *Deed* recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, Grantee holds title to that certain parcel just northeast of the intersection of Plum and West Fourth Street in Cincinnati, Ohio (Hamilton County Parcel ID _____), and as more particularly described on Exhibit A (*Legal Description – Benefitted Property*) and depicted on Exhibit B (*Site Plan*) attached hereto (the "**Benefitted Property**").

B. The City owns certain real property immediately to the south and west of the Benefitted Property being the public rights-of-way known as Plum Street and West Fourth Street, a portion of which is more particularly depicted on Exhibit B hereto ("**Plum and West Fourth**"). Plum and West Fourth are under the management of the City's Department of Transportation and Engineering ("**DOTE**").

C. Grantee intends to construct the Hotel (defined below and shown on Exhibit B) on the Benefitted Property.

D. Grantee has requested the City to grant an easement for an encroachment upon a portion of Plum and West Fourth to construct and maintain the canopies that will be part of the Hotel (the "**Canopies**"), as more particularly depicted on Exhibit B.

E. The Canopies are located over and within that portion Plum and West Fourth described on Exhibit C (*Legal Description – Easement Areas*) attached hereto (the "**Easement Areas**") and as depicted on Exhibit B.

F. The City Manager, in consultation with DOTE, has determined that: (i) this grant of easements will not have an adverse effect on the City's retained interest in Plum and West Fourth; (ii) this grant of easements not unreasonably interfere with the City's use of Plum and West Fourth for municipal purposes; (iii) granting this grant of easements will not have an adverse effect on the usability or accessibility of any existing public right-of-way facilities; and (iv) granting this grant of easements without competitive bidding is in the best interest of the City because, as a practical matter, no one other than Grantee, an adjoining property owner, would have any use for this grant of easements.

G. The City's Real Estate Services Division has determined that the fair market value of this grant of easements, as determined by professional appraisal, is $36,000, however, the City is agreeable to convey the easements set forth herein for $1.00 because the City will receive economic and non-

economic benefits from the grants set forth herein that is anticipated to equal or exceed the fair market value of this grant of easements because this grant of easements is associated with the construction and operation of a new hotel to serve the Cincinnati Convention Center located adjacent to Plum and West Fourth (the "**Hotel**"), and the City anticipates that the Hotel will stimulate economic activity and growth in the Central Business District.

H. Cincinnati City Planning Commission, having the authority to approve the change in the use of City-owned property, approved the grant of this grant of easements at its meeting on September 5, 2025.

I. Cincinnati City Council authorized the execution of this grant of easements by No. [___]-2026, passed by Cincinnati City Council on [____], 2026.

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

1. Grant of Easement. The City does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Property, a permanent easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Canopies within the Easement Areas. Following construction of the Canopies, Grantee shall only make alterations, additions, enlargements, or modifications to the Canopies with the prior written consent of the City. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Areas. The City has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Areas or the suitability or fitness of the Easement Areas for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from the City. The rights granted to Grantee herein shall be subordinate and subject to the City's rights to manage, operate, and maintain the Plum and West Fourth public right-of-way in the best interest of the public health, safety, and general welfare, as determined by the City.

2. Utilities. Grantee acknowledges that there may be existing easements, utility lines, and related facilities in the vicinity of the Easement Areas ("**Third-Party Utility Lines**"). The rights herein granted to Grantee are subject and subordinate to the rights of public utility providers to enter upon Plum and West Fourth from time to time to construct, install, operate, maintain, repair, reconstruct, reinstall, remove, replace, and abandon utility lines, and related facilities within and around the vicinity of the Easement Areas. Grantee shall ensure that such utility lines and facilities are not disturbed and that the utility providers' access to such facilities is not denied or unreasonably impaired. Grantee shall be responsible for paying all costs related to the repair of any and all damage to Third-Party Utility Lines caused by Grantee, its agents, employees, contractors, subcontractors, licensees, or invitees. Grantee shall be responsible for paying all costs related to relocating such utilities if relocation is required in connection with Grantee's construction, installation, use, occupancy, operation, or maintenance of the Canopies.

3. Permitted Use. Grantee shall solely use the Easement Areas to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Canopies. Grantee shall not use or permit the use of the Easement Areas in any manner that is inconsistent with the rights granted herein or in a manner that impairs or unreasonably interferes with the rights of the City or others permitted by the City to the full use and enjoyment of Plum and West Fourth, as determined by the City.

4. Termination. Notwithstanding anything herein to the contrary, this grant of easements shall automatically terminate (i) upon the complete or respective partial demolition or removal, without rebuilding or replacing within one year of such demolition or removal, of the Canopies within the Easement Areas, such that this grant of easements would be rendered unnecessary; (ii) upon written notice from the City if the City determines that it needs the Easement Areas or any portion thereof for a municipal purpose, including, without limitation, to comply with Americans with Disabilities Act ("**ADA**") regulations or accessibility standards; or (iii) upon written notice from the City, if the City determines that

the Canopies are creating a public safety issue, or contributing to adverse impacts on the usability or accessibility of Plum and West Fourth, if Grantee does not abate or begin to take efforts to mitigate the public safety issue in a timely manner.

5. Maintenance and Repairs. At no cost to the City, Grantee shall construct the Canopies in accordance with the plans and specifications approved by DOTE and in accordance with applicable code standards. Once installed, Grantee shall maintain the Canopies in continuous good condition and repair, at no cost to the City. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements. Notwithstanding the foregoing to the contrary, the City shall be solely responsible for any repair or reconstruction costs related to the Canopies if the work is necessitated by the gross negligence or willful misconduct of the City or its agents, employees or contractors.

6. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained: (i) a policy of Commercial General Liability insurance, naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming the City as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Canopies, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Canopies and this grant of easement.

7. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Areas (24 hours/day, 7 days/week, 52 weeks/year) to the City for inspection and any other municipal purpose.

8. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Areas in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Canopies.

9. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to DOTE's satisfaction within thirty (30) days after receiving written notice thereof from DOTE, the City shall have the right to perform such work, at Grantee's expense, payable within ten (10) days after receiving an invoice from DOTE evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to DOTE for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Property until fully paid. At the City's option, the City may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

10. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon the City, Grantee, and their respective successors-in-interest and assigns.

11. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest

extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

12. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

13. Coordinated Report Conditions (CR # 46-2025): The following additional conditions shall apply as required by the indicated City department or affiliate:

(A) Cincinnati Department of Transportation and Engineering ("DOTE"):

i. All materials used for the structures to be constructed or installed within the Easement Areas shall be non-rusting and non-corroding so as not to stain sidewalk or building surfaces.

ii. Construction drawings for any building mounted canopies or structures extending into the right-of-way shall be prepared by an engineer or architect registered in the State of Ohio and must state the design loads on the drawings.

iii. Sidewalks must remain open and accessible to the public during installation of canopies. If any canopy installation will take longer than two hours a street use permit must be obtained from DOTE, [unless otherwise covered by sidewalk construction and lane closure permits.]

iv. Canopies or other structures less than 15 feet above grade shall not extend into or occupy more than two-thirds (2/3) of the width of the sidewalk.

v. Stanchions, columns or other supports supporting canopies shall be not less than two (2) feet from the curb line.

vi. No canopy or support structure for any canopy shall be less than five (5) feet from any utility pole and shall comply with applicable clearance requirements for overhead utility lines.

(B) Cincinnati City Planning and Engagement: Canopies are subject to review under the DD Zoning District regulations and West Fourth Street Historic District Conservation Guidelines, and will require a Certificate of Appropriateness from the Historic Conservation Board, all of which have been granted to Grantee as of the Effective Date.

(C) Cincinnati Department of Buildings and Inspections ("B&I"): After recording, a copy of this document shall be provided to B&I with the application for any permit necessary for the construction of the Canopies.

In addition to the above stated conditions, any demolition, construction, installation, renovation, or other work performed with the rights granted herein shall be completed in compliance with the requirements of applicable national, state and municipal codes, and after obtaining the permits required by the same. This easement shall not act as or be considered an authorization to act in conflict with such national, state or municipal codes, or without obtaining the requisite permits.

14. Estoppel. Either party may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other party requesting such other party to certify in writing that, to the actual knowledge of the certifying party, (a) this instrument is in full force and effect, (b) this instrument has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting party is not in default in the

performance of its obligations under this instrument, or, if in default, describing the nature of any and all existing defaults. The party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

15. Counterparts. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

16. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description – Benefitted Property*
Exhibit B – *Site Plan*
Exhibit C – *Legal Description – Easement Areas*

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

CITY OF CINCINNATI

By: _____
Sheryl M.M. Long, City Manager

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026 by Sheryl M.M. Long, City Manager of the **City of Cincinnati**, an Ohio municipal corporation, on behalf of the municipal corporation.

_____
Notary Public
My commission expires: _____

Approved as to Form by:

_____
Assistant City Solicitor

[*Grantee Signature Page Follows*]

ACCEPTED AND AGREED TO BY:

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

Exhibit A

to Grant of Easements - Canopies

Legal Description – Benefitted Property

Date:	September 8, 2025
Description:	Port of Greater Cincinnati Hotel - Consolidation
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being all of the Port of Greater Cincinnati Development Authority as recorded in Official Record 13701, Page 2162 and Official Record _____, Page _____ of the Hamilton County Recorder's Office containing 1.7721 acres and being further described as follows:

Begin at a set cross notch at the intersection of the south right of way of West 5th Street (66' R/W) and the east right of way of Plum Street (66' R/W) said intersection being the **True Point of Beginning**:

thence, from the True Point of Beginning and departing the east right of way of said Plum Street with the south right of way of said West 5th Street, North 80° 22' 12" East, 193.58 feet to the northwest corner of Lot 1 of Whex Garage Subdivision as recorded in Plat Book ___, Page ___ said corner being referenced by a found cross notch being North 09° 49' 28" West, 3.00 feet;

thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 398.10 feet to the north right of way of West 4th Street (66' R/W) being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, departing said Lot 1 and with the north right of way of West 4th Street the following two courses: South 80° 31' 52" West, 5.00 feet being referenced by a set cross notch being South 09° 49' 28" East, 3.00 feet;

thence, South 80° 31' 02" West, 189.47 feet to the northeast intersection of north right of way of said 4th Street and the east right of way of said Plum Street being referenced by a set cross notch being South 09° 41' 48" East, 2.50 feet;

thence, departing north right of way of said 4th Street and with east right of way of said Plum Street, North 09° 41' 48" West, 397.60 feet to the **True Point of Beginning**, containing 1.7721 acres of land, more or less.

The above description was prepared from a consolidation plat made on September 25, 2025, under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

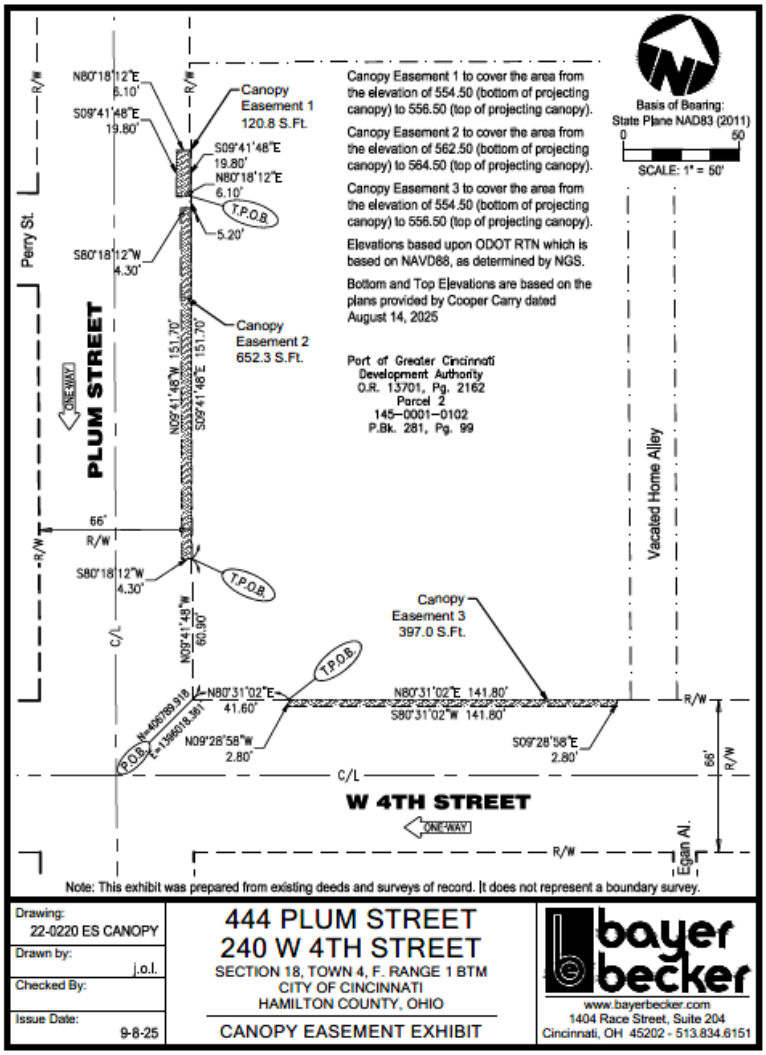
Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit B

to Grant of Easements - Canopies

Site Plan

See attached.



Note: This exhibit was prepared from existing deeds and surveys of record. It does not represent a boundary survey.

Drawing: 22-0220 ES CANOPY Drawn by: j.o.l. Checked By: Issue Date: 9-8-25	444 PLUM STREET 240 W 4TH STREET SECTION 18, TOWN 4, F. RANGE 1 BTM CITY OF CINCINNATI HAMILTON COUNTY, OHIO CANOPY EASEMENT EXHIBIT	bayer becker www.bayerbecker.com 1404 Race Street, Suite 204 Cincinnati, OH 45202 - 513.834.6151

Exhibit C

to Grant of Easements - Canopies

Legal Description – Easement Areas

Date: September 8, 2025

Description: Convention Center Hotel
444 Plum Street & 240 W. 4th Street
Canopy Easement 1

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, being a Canopy Easement over part of Plum Street right of way from the elevation of 554.50 (bottom of projecting canopy) to 556.50 (top of projecting canopy) further described as follows:

Begin at the intersection of the north right of way of West 4th Street (66' R/W) and the east right of way of said Plum Street (66' R/W); thence, departing the north right of way of said West 4th Street and with the east right of way of said Plum Street, North 09° 41' 48" West, 217.80 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning** and departing the east right of way of said Plum Street and through said Plum Street right of way the following three courses: North 80° 18' 12" East, 6.10 feet;

thence, North 09° 41' 48" West, 19.80 feet;

thence, South 80° 18' 12" West, 6.10 feet to the east right of way of said Plum Street;

thence, with the east right of way of said Plum Street, South 09° 41' 48" East, 19.80 feet to the **True Point of Beginning**, containing 120.8 square feet, more or less.

The above description was prepared from an exhibit made on September 8, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Elevations based upon ODOT RTN which is based on NAVD88, as determined by NGS.

Date: September 8, 2025

Description: Convention Center Hotel
444 Plum Street & 240 W. 4th Street
Canopy Easement 2

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, being a Canopy Easement over part of Plum Street right of way from the elevation of 562.50 (bottom of projecting canopy) to 564.50 (top of projecting canopy) further described as follows:

Begin at the intersection of the north right of way of West 4th Street (66' R/W) and the east right of way of said Plum Street (66' R/W); thence, departing the north right of way of said West 4th Street and with the east right of way of said Plum Street, North 09° 41' 48" West, 60.90 feet to the **True Point of Beginning**:

thence, from the **True Point of Beginning** and departing the east right of way of said Plum Street and through said Plum Street right of way the following three courses: North 80° 18' 12" East, 4.30 feet;

thence, North 09° 41' 48" West, 151.70 feet;

thence, South 80° 18' 12" West, 4.30 feet to the east right of way of said Plum Street;

thence, with the east right of way of said Plum Street, South 09° 41' 48" East, 151.70 feet to the **True Point of Beginning**, containing 652.3 square feet, more or less.

The above description was prepared from an exhibit made on September 8, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Elevations based upon ODOT RTN which is based on NAVD88, as determined by NGS.

Date: September 8, 2025

Description: Convention Center Hotel
444 Plum Street & 240 W. 4th Street
Canopy Easement 3

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, being a Canopy Easement over part of Plum Street right of way from the elevation of 554.40 (bottom of projecting canopy) to 556.50 (top of projecting canopy) further described as follows:

Begin at the intersection of the north right of way of said West 4th Street (66' R/W) and the east right of way of Plum Street (66' R/W); thence, departing the east right of way of said Plum Street and with the north right of way of said West 4th Street, North 80° 31' 02" East, 41.60 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning** and continuing with the north right of way of said West 4th Street, North 80° 31' 02" East, 141.80 feet;

thence, departing the north right of way of said West 4th Street and through said West 4th Street right of way the following three courses: South 09° 28' 58" East, 2.80 feet;

thence, South 80° 31' 02" West, 141.80 feet;

thence, North 09° 28' 58" West, 2.80 feet to the **True Point of Beginning**, containing 397.0 square feet, more or less.

The above description was prepared from an exhibit made on September 8, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Elevations based upon ODOT RTN which is based on NAVD88, as determined by NGS.

Exhibit M

to Real Estate Agreement

Form of Subdivision Plat – Home Alley

See attached.



VICINITY MAP

CLOSURE – PARCEL 1

North:497,213.386' East:1,396,137.376'

Segment# 1: Line
Course: N80°23'12"E Length: 5.00'
North: 497,214.222' East: 1,396,142.248'

Segment# 2: Line
Course: S9°49'28"E Length: 396.10'
North: 496,821.860' East: 1,396,210.173'

Segment# 3: Line
Course: S80°10'32"W Length: 5.00'
North: 496,821.138' East: 1,396,205.241'

Segment# 4: Line
Course: N9°49'28"W Length: 396.09'
North: 497,213.386' East: 1,396,137.376'

Perimeter: 806.19' Area: 1,982Sq.Ft.
Error Closure: 0.004 Course: N8°32'20"W
Error North: -0.0040 East: -0.0006

Precision 1: 201,547.50

CLOSURE – PARCEL 2

North:497,214.222' East:1,396,142.248'

Segment# 1: Line
Course: N80°23'12"E Length: 15.00'
North: 497,216.751' East: 1,396,157.034'

Segment# 2: Line
Course: S9°49'28"E Length: 396.10'
North: 496,824.482' East: 1,396,230.870'

Segment# 3: Line
Course: N80°10'32"W Length: 15.00'
North: 496,821.963' East: 1,396,215.174'

Segment# 4: Line
Course: N9°49'28"W Length: 396.10'
North: 497,214.219' East: 1,396,142.246'

Perimeter: 826.19' Area: 5,972Sq.Ft.
Error Closure: 0.008 Course: S17°18'37"E
Error North: -0.0077 East: 0.0015

Precision 1: 103,261.25

LEGEND

RM Set Cross Notch
Road Mill Nail

NOTES

Basis of Bearing: State Plane Coordinates (3402) Ohio South Zone, NAD83

All monumentation is in good condition unless otherwise shown.

Lines of occupation, wherever they exist, generally agree with the boundary lines except as noted.

All documents used as shown.

Fieldwork performed on 12-30-24.

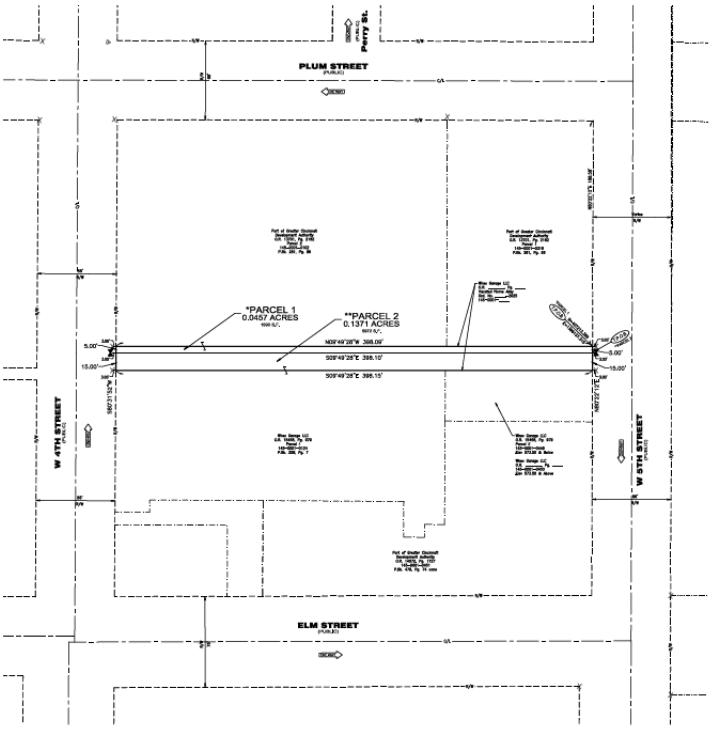
*Parcel 1 shown hereon shall be transferred/attached to adjoining parcel 140-0001-0102 in compliance with section 711.001, subsection (E)(1) Ohio Revised code.

**Parcel 2 shown hereon shall be transferred/attached to adjoining parcel 140-0001-0124 in compliance with section 711.001, subsection (E)(1) Ohio Revised code.

CERTIFICATION

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the return of a survey made under my direction.

Jeffrey D. Lambert, P.S. Date
Registered Surveyor #7566 State of Ohio



WHEX GARAGE LLC
VACATED HOME ALLEY
SECTION 8, TOWN 4, FRACTIONAL RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

PLAT OF SURVEY

bauer becker
CONSULTING GROUP

1 of 1

Exhibit N

to Real Estate Agreement

Form of Whex Column Easement

[SPACE ABOVE FOR RECORDER'S USE]

GRANT OF EASEMENT

(column and foundation easements upon a portion of the Whex Garage for Skybridge support columns)

This Grant of Easement is granted as of the Effective Date (as defined on the signature page hereof) by **WHEX GARAGE LLC**, an Ohio limited liability company, the address of which is 1203 Walnut Street, 4th Floor, Cincinnati, Ohio 45202 ("**Whex**"), in favor of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, with an address of 303 Peachtree Center Avenue NE #575, Atlanta, Georgia 30303 ("**Grantee**").

Recitals:

A. By virtue of a *Quit Claim Deed* recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, Grantee holds title to that certain air parcel above West Fifth Street in Cincinnati, Ohio (Hamilton County Parcel ID _____), and as more particularly described on Exhibit A (*Legal Description – Benefitted Air Parcel*) (the "**Benefitted Air Parcel**").

B. Whex owns certain real property below a portion of the Benefitted Air Parcel commonly known as the Whex Garage containing a parking garage located at 212 West Fourth Street, Cincinnati, Ohio (Hamilton County Parcel ID _____) ("**Garage**"), as more particularly described on Exhibit B (*Legal Description – Garage Parcel*) attached hereto (collectively, the "**Garage Parcel**"), by virtue of a Limited Warranty Deed recorded on July 16, 2025 in Official Record 15458, Page 979, Hamilton County, Ohio Recorder's Office, a Quit Claim Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, a Quit Claim Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office, and a Quit Claim Deed recorded on _____, 2026 in Official Record _____, Page _____, Hamilton County, Ohio Recorder's Office.

C. Grantee intends to construct an elevated and enclosed pedestrian walkway within the Benefitted Air Parcel (the "**Skybridge**"), to provide pedestrian access above street level among: (i) the Hotel (defined below), (ii) the Garage, and (iii) the property owned by the City of Cincinnati (the "**City**") commonly known as the Cincinnati Convention Center (Hamilton County Parcel ID 145-0002-0167 and 145-0002-0414) ("**Convention Center**").

D. Grantee has requested Whex to grant an easement upon a portion of the Garage Parcel to construct and maintain the support columns and the support column foundations located beneath the surface of the Garage Parcel and attaching directly to the Garage's foundation located upon and within the Garage Parcel, required for the portion of the Skybridge above the Garage Parcel (collectively, the "**Columns**"), as more particularly depicted on Exhibit C.

E. The Columns are located within that portion of the Garage Parcel described on Exhibit D (*Legal Description – Easement Area*) attached hereto (the "**Easement Area**") and as depicted on Exhibit C.

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

1. Grant of Easement. Whex does hereby grant to Grantee, on the terms and conditions set forth herein, as an appurtenance to and for the benefit of the Benefitted Air Parcel, a permanent non-exclusive easement to construct, install, use, maintain, repair, reconstruct, replace, and remove the Columns within the Easement Area. Following construction of the Columns and the Skybridge, Grantee shall only make alterations, additions, enlargements, or modifications to the Columns with the prior written consent of Whex. Grantee acknowledges and agrees that it has conducted its own due diligence to familiarize itself with the condition and characteristics of the Easement Area. Whex has not made any representations or warranties concerning the title, condition, or characteristics of the Easement Area or the suitability or fitness of the Easement Area for any purpose. Grantee acknowledges and agrees that it is not relying upon any such representations or warranties from Whex.

2. Permitted Use. Grantee shall solely use the Easement Area to construct, install, establish, use, maintain, repair, reconstruct, reinstall, remove, and replace the Columns. Grantee shall not use or permit the use of the Easement Area in any manner that is inconsistent with the rights granted herein.

3. Reserved Rights. Whex reserves all rights and privileges with respect to the Garage Parcel to the extent its exercise of such rights and privileges does not impair the rights granted by Whex to Grantee hereunder.

4. Termination. Notwithstanding anything herein to the contrary, this easement shall automatically terminate upon the complete or respective partial demolition, without rebuilding within two years of such demolition, of the Columns within the Easement Area, such that this easement would be rendered unnecessary.

5. Restoration. Upon the termination of this Easement, Grantee shall, at its sole expense, take immediate steps to remove the Columns from the Easement Area and shall repair and restore any and all public improvements and any private improvements of the Garage (such public and private improvements are, collectively, the "**Improvements**") within the Easement Area to their original condition as they existed immediately prior to the construction of the Columns unless otherwise authorized by Whex. All repairs, modifications, and restorations shall be subject to Whex's supervision and approval.

6. Failure to Restore. Following a termination pursuant to Section 4 hereof, if Grantee fails to remove the Columns from the Easement Area or to repair and restore any and all Improvements within the Easement Area within a reasonable time following written notice to Grantee, the Columns not so removed shall be deemed abandoned, and Whex may remove the Columns and restore any and all Improvements within the Easement Area to their original condition, and may charge the expense thereof to Grantee.

7. Maintenance and Repairs. At no cost to Whex, Grantee shall construct the Columns in accordance with the plans and specifications approved by the City and in accordance with applicable code standards. At no cost to Whex (except as set forth below), following construction of the Columns, Grantee shall maintain the Columns in continuous good condition and repair. Whex shall not have any maintenance or repair obligations or any obligation to provide services for the Columns under this instrument or any related instruments. All activities undertaken by Grantee under this instrument shall be in compliance with all applicable codes, laws, regulations, governmental standards, guidelines, and requirements. Notwithstanding the foregoing to the contrary, Whex shall be solely responsible for any repair or reconstruction costs related to the Columns if the work is necessitated by the gross negligence or willful misconduct of Whex or its agents, employees or contractors.

8. Insurance; Indemnification. At all times, and in addition to whatever other insurance and bond requirements the City may from time to time require, Grantee, its successors-in-interest, and assigns shall continuously maintain or cause to be continuously maintained: (i) a policy of Commercial General Liability insurance, naming Whex and its successors as an additional insured, in an amount not

less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, or in such greater amount as the City may from time to time require; or (ii) an umbrella policy, naming Whex and its successors as an additional insured, in an amount not less than $1,000,000 per occurrence, combined single limit/$2,000,000 aggregate, or in such greater amount as the City may from time to time require. Such insurance shall be issued by insurance companies reasonably acceptable to the City. Grantee shall furnish to the City a certificate of insurance evidencing such insurance upon the City's request and, in any event, before undertaking any construction activities within the Easement Areas. Grantee hereby waives all claims and rights of recovery against the City, and on behalf of Grantee's insurers, rights of subrogation, in connection with any damage to the Columns, no matter how caused. Grantee shall defend (with counsel reasonably acceptable to the City, indemnify, and hold the City harmless from and against any and all claims, actions, losses, costs (including, without limitation, reasonable attorneys' fees), liability, and damages suffered or incurred by, or asserted against, the City in connection with the use, construction, maintenance, repair, and all other matters associated with the Columns and this grant of easement.

9. Access by City Departments. Grantee shall ensure continuous, unrestricted access to the Easement Area, other than areas occupied by the Columns (24 hours/day, 7 days/week, 52 weeks/year) to Whex and the City for inspection.

10. No Liens. Grantee shall not permit any mechanics liens to attach to the Easement Area in connection with the construction, installation, use, operation, maintenance, repair, reconstruction, removal, or replacement of the Columns. If any such lien is filed against the Easement Area, Grantee shall cause the removal of such lien (whether by payment or bonding off of such lien in accordance with applicable law) within thirty (30) days after Grantee is notified of such lien.

11. Default. If Grantee, its successors-in-interest, or assigns fail to perform any required work under this instrument and fail to address the same to Whex's satisfaction within thirty (30) days after receiving written notice thereof from Whex and complete such cure within a reasonable time not to exceed ninety (90) days from the date of notice to Grantee, Whex shall have the right to perform such work, at Grantee's expense, payable within thirty (30) days after receiving an invoice from Whex evidencing the amount due. Grantee, its successors-in-interest, or assigns shall be liable to Whex for the payment of such work. Any outstanding amount due under this instrument shall create a lien on the Benefitted Air Parcel until fully paid. At Whex's option, Whex may file an affidavit in the Hamilton County, Ohio Recorder's Office to memorialize any outstanding amounts due under this instrument.

12. Covenants Running with the Land. The provisions hereof shall run with the land and shall inure to the benefit of and be binding upon Whex and Grantee and their respective successors-in-interest and assigns.

13. Governing Law; Severability. This instrument shall be governed by and construed in accordance with the laws of the City of Cincinnati and the State of Ohio. If any provisions hereof are determined to be invalid or unenforceable by a court of law, the remainder of this instrument shall not be affected thereby, and all other provisions of this instrument shall be valid and enforceable to the fullest extent permitted by law. All actions concerning or related to this instrument shall be brought in the Hamilton County Court of Common Pleas, and Grantee agrees that venue in such court is proper.

14. Notices. All notices given hereunder shall be in writing and shall be sent by U.S. certified or registered mail, return receipt requested, or delivered by a recognized courier service, or by personal delivery to the parties at their respective addresses set forth in the introductory paragraph hereof, or such other address as either party may specify from time to time by notice given in the manner prescribed herein. All notices to the City (if any) shall be addressed to the Office of the City Manager, and a copy of each such notice shall simultaneously be delivered to: Department of Transportation and Engineering, Attn: Director, Room 450. In the event of an alleged breach by the City of this instrument, a copy of each notice of breach shall simultaneously be delivered to the Office of the City Solicitor, 801 Plum Street, Room 214, Cincinnati, OH 45202.

15. Estoppel. Either party may, at any time and from time to time, but in no event more than twice per rolling twelve (12) month period, deliver written notice to the other party requesting such other party to certify in writing that, to the actual knowledge of the certifying party, (a) this instrument is in full force and effect, (b) this instrument has not been amended or modified, or, if so amended or modified, identifying the amendment(s) and/or modification(s), and (c) the requesting party is not in default in the performance of its obligations under this instrument, or, if in default, describing the nature of any and all existing defaults. The party receiving such request shall execute and return such certificate within thirty (30) days following the receipt thereof.

16. Counterparts. The parties hereto may execute this instrument in two or more counterparts, and each executed counterpart shall be considered an original.

17. Exhibits. The following exhibits are attached hereto and made a part hereof:
Exhibit A – *Legal Description – Benefitted Air Parcel*
Exhibit B – *Legal Description – Garage Parcel*
Exhibit C – *Site Plan*
Exhibit D – *Legal Description – Easement Area*

[SIGNATURES ON NEXT PAGE]

Executed by the parties on the respective date of acknowledgement listed below, effective as the later of such dates (the "**Effective Date**").

WHEX GARAGE LLC
an Ohio limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of the **WHEX GARAGE LLC**, an Ohio limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

ACCEPTED AND AGREED TO BY:

CINCINNATI CH (OH), LLC
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by _____, the _____ of **CINCINNATI CH (OH), LLC**, a Delaware limited liability company, on behalf of the company.

_____
Notary Public
My commission expires: _____

Instrument prepared by:
Geoffrey G. Leder, Esq.
Keating Muething & Klekamp PLL
One East Fourth Street, Suite 1400
Cincinnati, Ohio 45243

Exhibit A

to Grant of Easement (Whex Column Easement)

Legal Description – Benefitted Air Parcel

Lot 2

Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 2 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

Exhibit B

to Grant of Easement (Whex Column Easement)

Legal Description – Garage Parcel

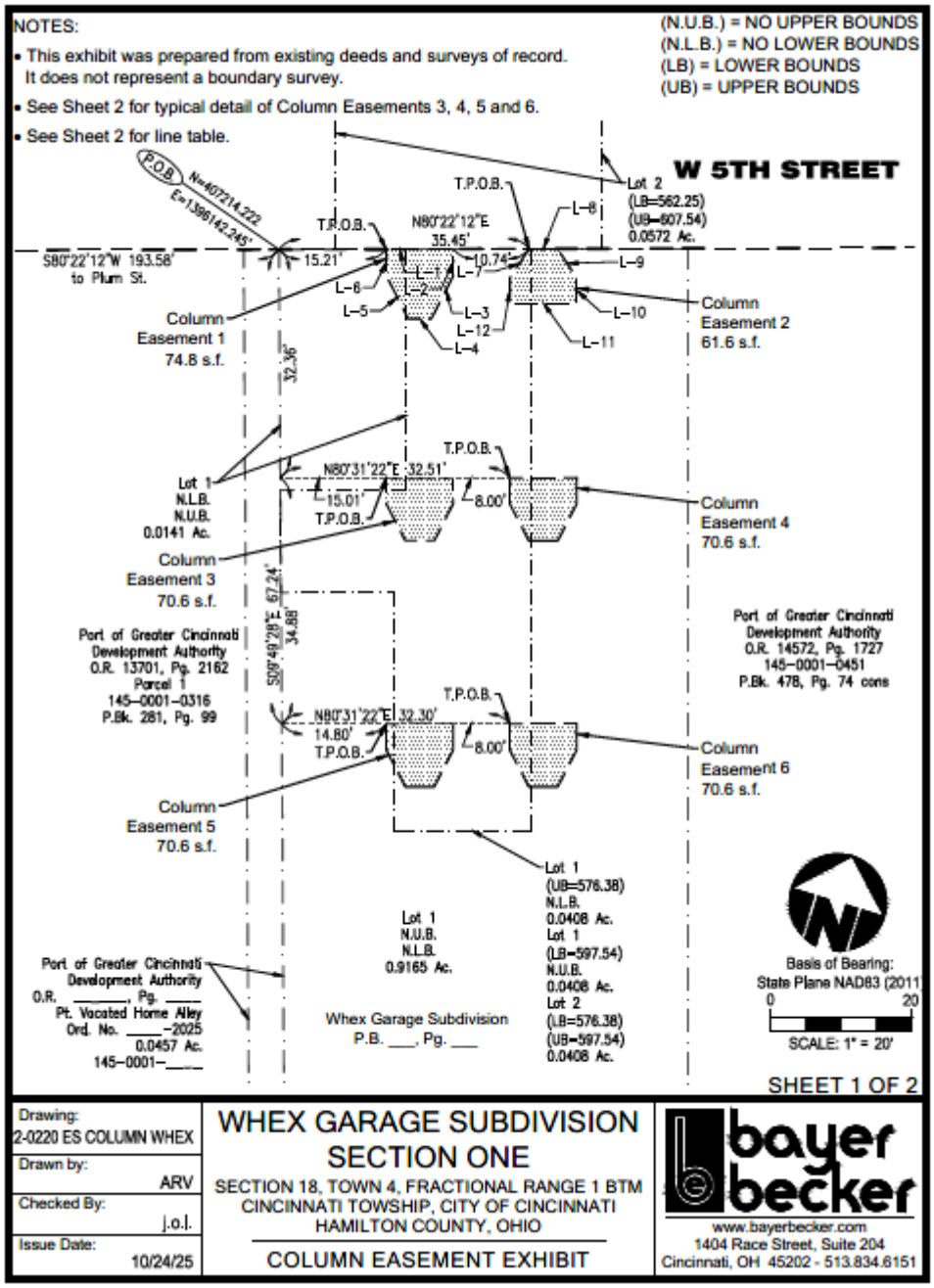
Situated in Section 18, Town 4, Fractional Range 1 Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio and being all of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office.

Exhibit C

to Grant of Easement (Whex Column Easement)

Site Plan

See attached.



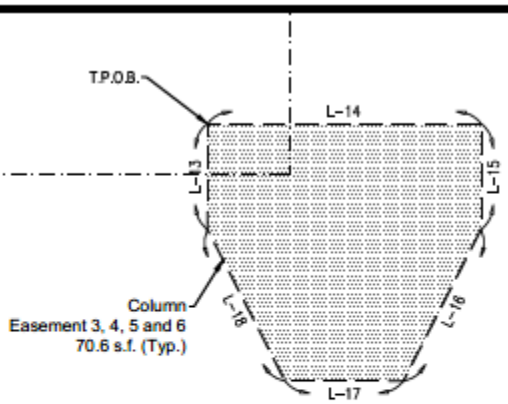
Drawing:	2-0220 ES COLUMN WHEX
Drawn by:	ARV
Checked By:	j.o.l.
Issue Date:	10/24/25

WHEX GARAGE SUBDIVISION SECTION ONE

SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

COLUMN EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151



Basis of Bearing:
State Plane NAD83 (2011)
0 5
SCALE: 1" = 5'

LINE TABLE		
Line	Direction	Dist.
L-1	N80°22'12"E	9.50'
L-2	S09°28'38"E	3.76'
L-3	S17°25'08"W	6.87'
L-4	S80°31'22"W	3.28'
L-5	N36°22'25"W	6.87'
L-6	N09°28'38"W	3.74'
L-7	N23°59'07"E	4.97'
L-8	N80°22'12"E	4.02'
L-9	S43°00'31"E	4.97'
L-10	S09°28'38"E	3.54'
L-11	S80°31'22"W	9.50'
L-12	N09°28'38"W	3.53'
L-13	N09°28'38"W	3.66'
L-14	N80°31'22"E	9.50'
L-15	S09°28'38"E	3.66'
L-16	S17°40'21"W	5.90'
L-17	S80°31'22"W	4.11'
L-18	N36°37'37"W	5.90'

COLUMN EASEMENT 3, 4, 5 AND 6 TYPICAL DETAIL

Note: See Sheet 1 for P.O.B./T.P.O.B. Ties

SHEET 2 OF 2

Drawing:	2-0220 ES COLUMN WHEX
Drawn by:	ARV
Checked By:	j.o.l.
Issue Date:	10/24/25

WHEX GARAGE SUBDIVISION SECTION ONE

SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWSHIP, CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

COLUMN EASEMENT EXHIBIT

bayer becker
www.bayerbecker.com
1404 Race Street, Suite 204
Cincinnati, OH 45202 - 513.834.6151

Exhibit D

to Grant of Easement (Whex Column Easement)

Legal Description – Easement Area

Date:	October 24, 2025
Description:	Whex Garage Subdivision West 5th Street Column Easement 1
Location:	City of Cincinnati Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, with the south right of way of said West 5th Street, North 80° 22' 12" East, 15.21 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing south right of way of said West 5th Street, North 80° 22' 12" East, 9.50 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1, the following five courses: South 09° 28' 38" East, 3.76 feet;

thence, South 17° 25' 08" West, 6.87 feet;

thence, South 80° 31' 22" West, 3.28 feet;

thence, North 36° 22' 25" West, 6.87 feet;

thence, North 09° 28' 38" West, 3.74 feet to the **True Point of Beginning**, containing 74.8 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025

Description: Whex Garage Subdivision
West 5th Street
Column Easement 2

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, with the south right of way of said West 5th Street, North 80° 22' 12" East, 35.45 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing south right of way of said West 5th Street, North 80° 22' 12" East, 4.02 feet;

thence, departing the south right of way of said West 5th Street, and through said Lot 1, the following five courses: South 43° 00' 31" East, 4.97 feet;

thence, South 09° 28' 38" East, 3.54 feet;

thence, South 80° 31' 22" West, 9.50 feet;

thence, North 09° 28' 38" West, 3.53 feet;

thence, North 23° 59' 07" East, 4.97 feet to the **True Point of Beginning**, containing 61.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025

Description: Whex Garage Subdivision
West 5th Street
Column Easement 3

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 32.36 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 15.01 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025

Description: Whex Garage Subdivision
West 5th Street
Column Easement 4

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 32.36 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 32.51 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025

Description: Whex Garage Subdivision
West 5th Street
Column Easement 5

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 67.24 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 14.80 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Date: October 24, 2025

Description: Whex Garage Subdivision
West 5th Street
Column Easement 6

Location: City of Cincinnati
Hamilton County, Ohio

Situated in Section 18, Town 4, Fractional Range 1, Between the Miamis, Cincinnati Township, The City of Cincinnati, Hamilton County, Ohio, and being a column easement over part of Lot 1 of Whex Garage Subdivision, Section One, as recorded in Plat Book ___ Page ___ of the Hamilton County, Ohio Recorder's Office, and being further described as follows:

Begin at the Northwest corner of said Lot 1, said corner also being the south right of way of West 5th Street; thence, departing the south right of way of said West 5th Street and with the west line of said Lot 1, South 09° 49' 28" East, 67.24 feet; thence, departing said west line and through said Lot 1, North 80° 31' 22" East, 32.30 feet to the **True Point of Beginning:**

thence, from the **True Point of Beginning,** continuing through said Lot 1, the following six courses: North 80° 31' 22" East, 9.50 feet;

thence, South 09° 28' 38" East, 3.66 feet;

thence, South 17° 40' 21" West, 5.90 feet;

thence, South 80° 31' 22" West, 4.11 feet;

thence, North 36° 37' 37" West, 5.90 feet;

thence, North 09° 28' 38" West, 3.66 feet to the **True Point of Beginning**, containing 70.6 square feet, more or less.

The above description was prepared from an exhibit made on October 24, 2025 under the direction of Jeffrey O. Lambert, Professional Surveyor #7568 in the State of Ohio.

Basis of Bearings: NAD83(2011) Ohio State Plane Coordinates, South Zone (3402).

Exhibit O

to Real Estate Agreement

Form of Consolidation Plat – Consolidated Air Parcel

See attached.

WHEX GARAGE SUBDIVISION
SECTION ONE
SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWNSHIP
THE CITY OF CINCINNATI
HAMILTON COUNTY, OHIO



VICINITY MAP

OWNERS CONSENT AND DEDICATION

We, the undersigned, do hereby confirm and adopt this plat of lands. We also guarantee the payment of all taxes and assessments that are a lien on said property on the date of acceptance.

SIGNED: Whex Garage LLC, an Ohio limited liability company

By: _____

Printed Name: _____

State of Ohio }
} SS
County of Hamilton }

Be it remembered that on this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for the State, personally came _____ (name), known to me to be the _____ (title) of the Whex Garage LLC, an Ohio limited liability company, who acknowledged the signing and execution of the foregoing to be its act and deed.

In testimony thereof, I have set my hand and Notary Seal on the day and date above written.

_____
Signature

_____
Print Name Here
NOTARY PUBLIC
State of Ohio

My Commission expires _____

CINCINNATI CITY PLANNING COMMISSION

THIS PLAT WAS APPROVED BY THE CINCINNATI CITY PLANNING COMMISSION AT A MEETING HELD ON THE _____DAY OF _____ 20__.

APPROVED BY:

_____
KATHERINE KEOUGH-JURS, AICP | DIRECTOR
DATE:
DEPARTMENT OF CITY PLANNING

NOTES

The Vertical datum is based upon ODOT VRS RTN Network which is based on NAVD88, as determined by GGS. Upper and Lower Bounds Elevations are based on the plans provided by Cooper Carry dated August 14, 2025.

Basis of Bearing: State Plane Coordinates (3402) Ohio South Zone, NAD83.

All monumentation is in good condition unless otherwise shown. All set monumentation is set on the ground.

Lines of occupation, wherever they exist, generally agree with the boundary lines except as noted.

All documents used are shown.

Fieldwork performed on 12-30-24.

Prior Deed Reference: Official Record 15439, Page 979, Official Record _____ Page _____ and Official Record _____ Page _____.

Auditor's Parcels: 149-0001-0126, 149-0001-0449, 149-0001-0450, 149-0001-_____ and 149-0001-_____.

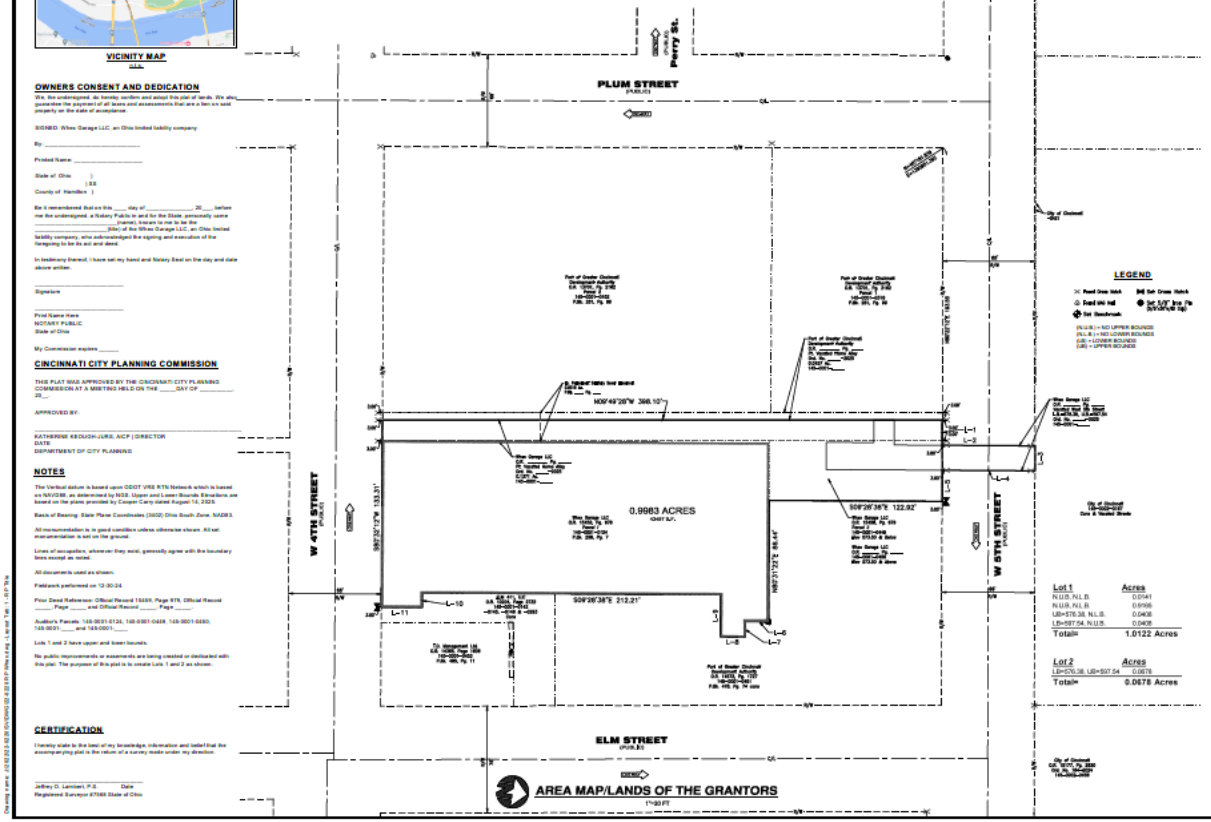
Lots 1 and 2 have upper and lower bounds.

No public improvements or easements are being created or dedicated with this plat. The purpose of this plat is to create Lots 1 and 2 as shown.

CERTIFICATION

I hereby state to the best of my knowledge, information and belief that the accompanying plat is the return of a survey made under my direction.

_____ _____
Jeffrey D. Lambert, P.S. Date
Registered Surveyor #7566 State of Ohio



DEED STATEMENT

Situated in Section 18, Town 4, Fractional Range 1, Cincinnati Township, City of Cincinnati, Hamilton County, Ohio and being all of the lands conveyed to Whex Garage LLC in Official Record 15439, Page 979 and in Official Record _____ Page _____ and in Official Record _____ Page _____ and in Official Record _____ Page _____ and in Official Record _____ Page _____ of the Hamilton County, Ohio Recorder's Office.

OVERALL BOUNDARY
0.9983 Acres

Segment 1: Line
Course: N83°22'12"E Length: 18.08'
North: 637,317.24' East: 1,396,160.670'

Segment 2: Line
Course: N6°28'38"W Length: 66.00'
North: 637,382.368' East: 1,396,169.203'

Segment 3: Line
Course: N83°22'12"E Length: 17.77'
North: 637,385.319' East: 1,396,186.722'

Segment 4: Line
Course: S9°28'38"E Length: 66.00'
North: 637,320.319' East: 1,396,177.690'

Segment 5: Line
Course: N83°22'12"E Length: 22.18'
North: 637,323.903' East: 1,396,199.657'

Segment 6: Line
Course: S9°28'38"E Length: 122.92'
North: 637,102.687' East: 1,396,219.657'

Segment 7: Line
Course: N83°31'22"E Length: 66.44'
North: 637,114.923' East: 1,396,284.865'

Segment 8: Line
Course: S9°28'38"E Length: 16.67'
North: 637,100.478' East: 1,396,287.702'

Segment 9: Line
Course: N83°31'22"E Length: 10.80'
North: 637,102.294' East: 1,396,318.354'

Segment 10: Line
Course: S9°28'38"E Length: 17.46'
North: 637,085.03' East: 1,396,321.229'

Segment 11: Line
Course: S80°31'22"W Length: 29.86'
North: 637,080.114' East: 1,396,291.757'

Segment 12: Line
Course: S9°28'38"E Length: 212.27'
North: 636,871.80'' East: 1,396,328.858'

Segment 13: Line
Course: N83°31'22"E Length: 10.33'
North: 636,873.362' East: 1,396,338.867'

Segment 14: Line
Course: S9°28'38"E Length: 29.02'
North: 636,843.87'' East: 1,396,347.666'

Segment 15: Line
Course: S80°32'12"W Length: 133.37'
North: 636,821.963' East: 1,396,216.170'

Segment 16: Line
Course: N6°49'28"W Length: 366.10'
North: 637,314.23'' East: 1,396,142.242'

Perimeter: 1,297.19' Area: 43,487Sq.Ft.
Error Closure: 0.003 Course: S75°08'50"W
Error North: -0.0007 East: -0.0027

Precision 1: 419,666.67

LEGEND

Found Cross Notch — Set Cross Notch
Found Iron Pin — Set 5/8" Iron Pin with Cap
Set Benchmark
N (LB) = NO LOWER BOUNDS
(UB) = LOWER BOUNDS
(UB) = UPPER BOUNDS

LINE TABLE

Line	Direction	Distance
L-1	N83°22'12"E	18.08'
L-2	N06°28'38"W	66.00'
L-3	N83°22'12"E	17.77'
L-4	S09°28'38"E	66.00'
L-5	N83°22'12"E	22.18'
L-6	S09°28'38"E	16.67'
L-7	N80°31'22"E	10.80'
L-8	S09°28'38"E	17.46'
L-9	S80°31'22"W	29.86'
L-10	N80°31'22"E	10.33'
L-11	S09°28'38"E	29.02'

Lot 1	Acres
N.U.B. N.L.B.	0.0141
N.U.B. N.L.B.	0.9165
UB=576.38, N.L.B.	0.0408
LB=597.54, N.U.B.	0.0408
Total=	1.0122 Acres

Lot 2	Acres
LB=576.38, UB=597.54	0.0678
Total=	0.0678 Acres



OWNER
Whex Garage LLC
1205 Walnut Street
4th Floor
Cincinnati, OH 45202

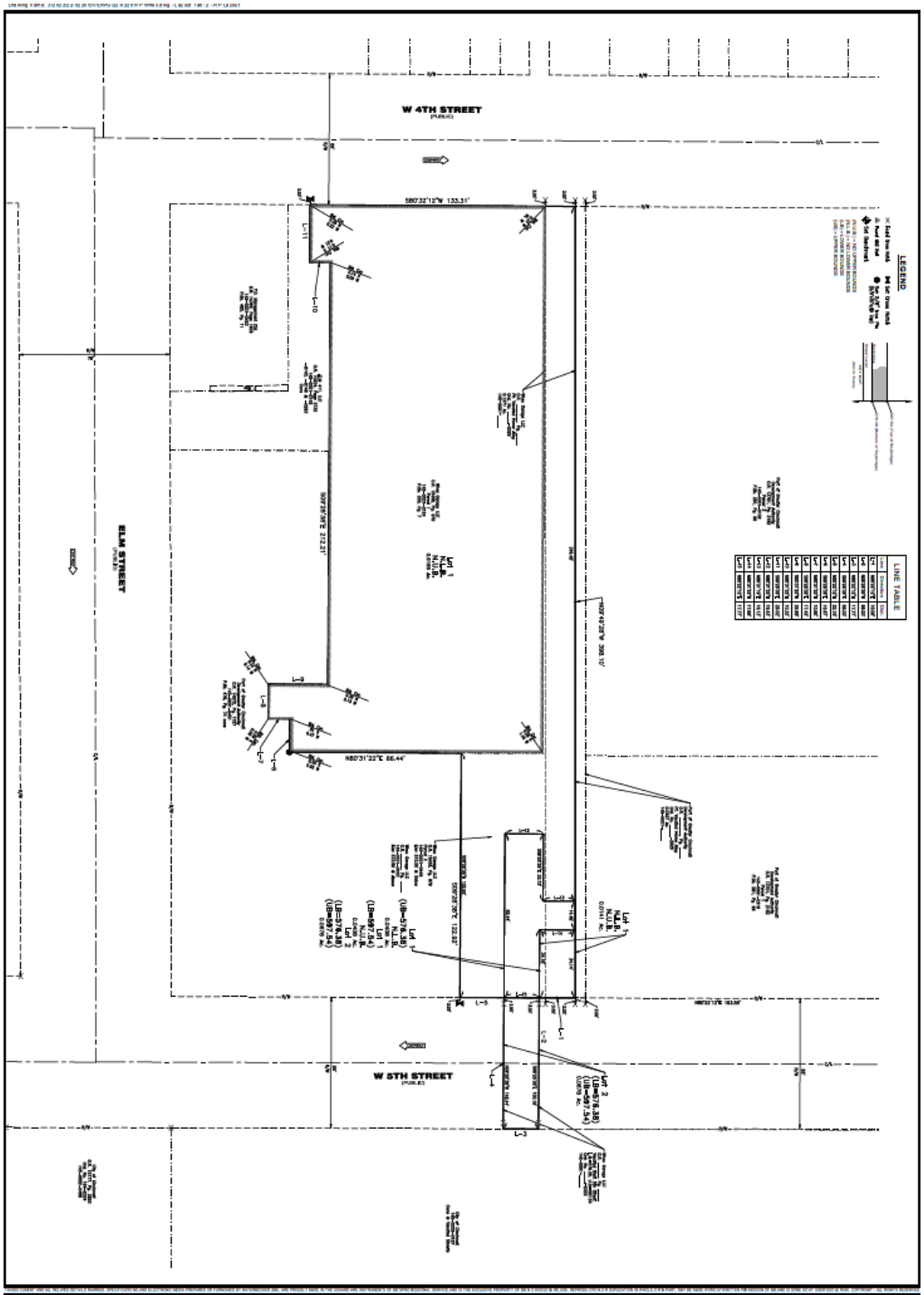
ENGINEER/SURVEYOR
Bayer Becker, Inc.
1456 Race Street, Suite 204
Cincinnati, OH 45202

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WHEX GARAGE SUBDIVISION
SECTION ONE
SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO
RECORD PLAT

bayer becker
1456 Race Street, Suite 204
Cincinnati, Ohio 45202 513.549.4111

Drawing: 20-0035 RP SHEET
Project No: 20-0035
Drawn By: ARV
Checked By: JDL
Issue Date: 10/8/2025
Sheet: 1 of 3

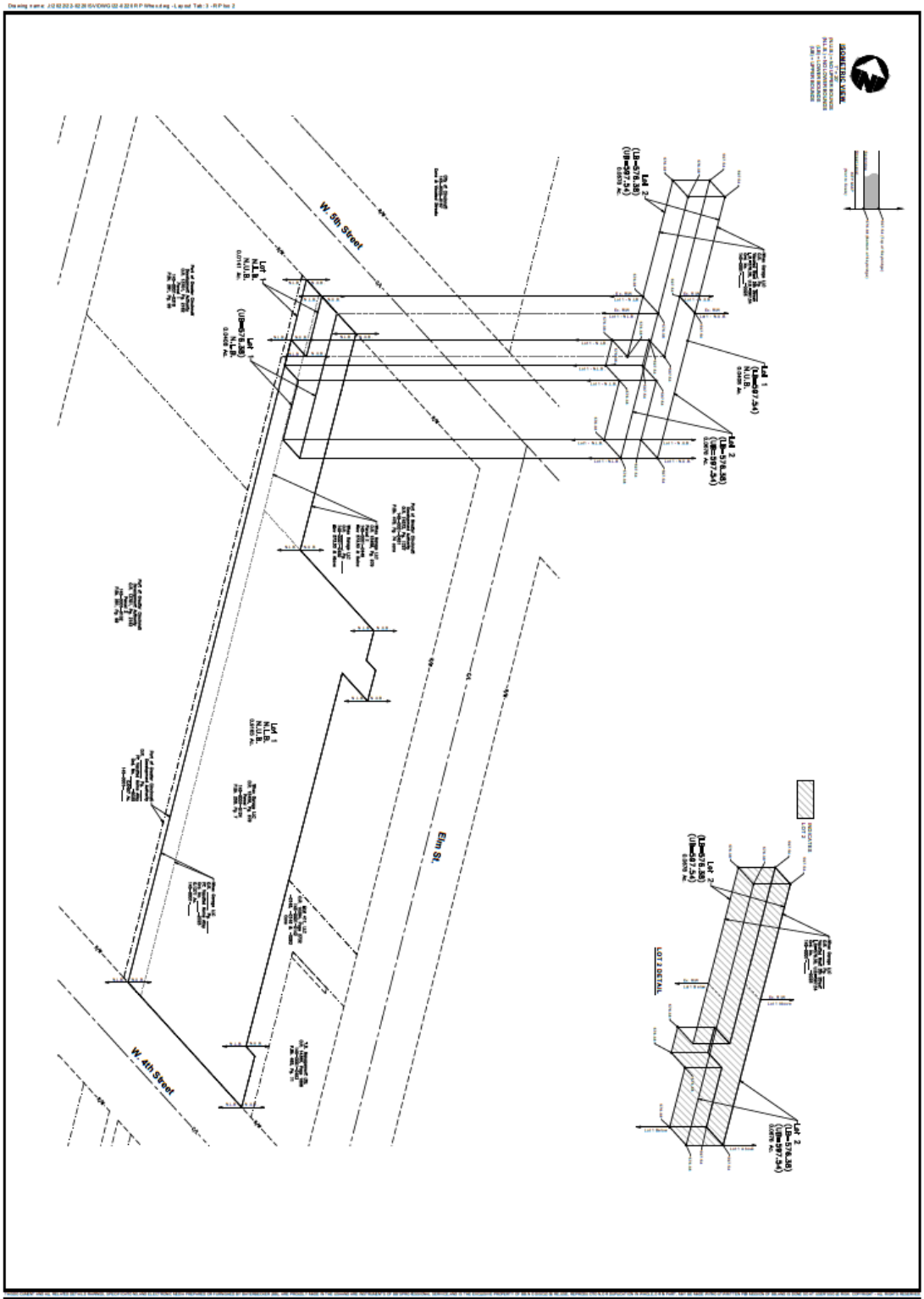


2 of 3

bauer becker

WHEX GARAGE SUBDIVISION
SECTION ONE
SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

RECORD PLAT



3 of 3

bayer becker

WHEX GARAGE SUBDIVISION
SECTION ONE

SECTION 18, TOWN 4, FRACTIONAL RANGE 1 BTM
CINCINNATI TOWNSHIP
CITY OF CINCINNATI
HAMILTON COUNTY, OHIO

RECORD PLAT

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members of City Council

202600490

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance –Repealing Ordinance No. 32-1997**

Attached is an Emergency Ordinance captioned:

> **REPEALING** Ordinance No. 32-1997, which Council passed on January 29, 1997, in its entirety to ensure fairness and flexibility in booking policies and procedures for the Cincinnati Convention Center.

The Administration recommends passage of this Emergency Ordinance.

cc: William "Billy" Weber, Assistant City Manager

REPEALING Ordinance No. 32-1997, which Council passed on January 29, 1997, in its entirety to ensure fairness and flexibility in booking policies and procedures for the Cincinnati Convention Center.

WHEREAS, on January 29, 1997, Council passed Ordinance No. 32-1997 to establish booking policies and procedures for the Cincinnati Convention Center; and

WHEREAS, Council adopted the policies and procedures partially in settlement of a lawsuit with Hart Productions, Inc., a local event producer that produced public expos hosted at the Convention Center; and

WHEREAS, Hart Productions, Inc. subsequently sold its local public expos to different purchasers and dissolved on May 1, 2024, and the settlement agreement therefore no longer binds the parties to the agreement; and

WHEREAS, the policies and procedures established in Ordinance No. 32-1997 have proved burdensome to administer for the City and its partners who book events at the Convention Center, which typically are booked five years or more in advance; and

WHEREAS, the City and Hamilton County have invested significant resources into updating and redesigning the Convention Center and the district surrounding it, including building a new Convention Center hotel, to attract conventions and drive tourism in Cincinnati; and

WHEREAS, the Administration is considering new policies and procedures for booking events at the Convention Center that are flexible and fair to all event types and producers while being more efficient to administer than the current policies and procedures; and

WHEREAS, repealing Ordinance No. 32-1997 is the first, necessary step in formulating new policies and procedures; now, therefore,

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

Section 1. That Ordinance No. 37-1997, which Council passed on January 29, 1997, is repealed in its entirety.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

4902-8742-4597, v. 2

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members of City Council

202600749

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – Cincinnati Health Department: Moral Obligation to Greater Cincinnati Dental Laboratories, Inc.**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** a payment of $94,788.83 from Cincinnati Health Department Health Network Fund non-personnel operating budget account no. 446x265x1110x7285 to Greater Cincinnati Dental Laboratories, Inc. as a moral obligation for laboratory services provided between January and November 2025.

Approval of this Emergency Ordinance authorizes a payment of $94,788.83 from Cincinnati Health Department Health Network Fund non-personnel operating budget account no. 446x265x1110x7285 to Greater Cincinnati Dental Laboratories, Inc. as a moral obligation for laboratory services provided between January and November 2025. Sufficient existing resources are available to make the payment.

The Cincinnati Health Department (CHD) entered into a contract with Greater Cincinnati Dental Laboratories, Inc. (Contractor) on January 4, 2021, through which the Contractor provided laboratory services for CHD dental centers. The contract expired on December 31, 2024, but the Contractor continued to provide laboratory services to support the daily operations of CHD dental centers between January and November of 2025 while a request for proposal (RFP) was advertised in preparation for a new contract for laboratory services. A new contract between CHD and the Contractor went into effect on November 3, 2025.

CHD staff have been educated on the best practices for coordinating and reviewing contracts prior to their expiration dates to prevent moral obligations in the future.

The reason for the emergency is the immediate need to pay to Greater Cincinnati Dental Laboratories, Inc. for outstanding charges in a timely manner.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

JWF

- 2026

AUTHORIZING a payment of $94,788.83 from Cincinnati Health Department Health Network Fund non-personnel operating budget account no. 446x265x1110x7285 to Greater Cincinnati Dental Laboratories, Inc. as a moral obligation for laboratory services provided between January and November 2025.

WHEREAS, the Cincinnati Health Department ("CHD") entered into a contract ("Agreement") with Greater Cincinnati Dental Laboratories, Inc. ("Contractor") on January 4, 2021, through which Contractor provided laboratory services for CHD dental centers; and

WHEREAS, the Agreement expired on December 31, 2024, but Contractor continued to provide laboratory services to support the daily operations of CHD dental centers between January and November of 2025 while a request for proposal was advertised in preparation for a new contract for laboratory services; and

WHEREAS, a new contract between CHD and Contractor went into effect on November 3, 2025; and

WHEREAS, CHD staff have been educated on the best practices for coordinating and reviewing contracts prior to their expiration dates to prevent moral obligations in the future; and

WHEREAS, sufficient funds are available in Cincinnati Health Department Health Network Fund non-personnel operating budget account no. 446x265x1110x7285 to pay Contractor for the services rendered; and

WHEREAS, Council desires to pay $94,788.83 to Contractor for expenses incurred for outstanding charges related to laboratory services provided between January and November 2025; now, therefore,

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

Section 1. That the Director of Finance is authorized to pay $94,788.83 from Cincinnati Health Department Health Network Fund non-personnel operating budget account no. 446x265x1110x7285 to Greater Cincinnati Dental Laboratories, Inc. as a moral obligation for laboratory services provided between January and November 2025.

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

Section 3. That this ordinance shall be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall, subject to the terms of Article II, Section 6 of the Charter, be effective immediately. The reason for the emergency is the immediate need to pay Greater Cincinnati Dental Laboratories, Inc. for outstanding charges in a timely manner.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

city of CINCINNATI
Interdepartment Correspondence Sheet

February 19, 2026

To: Mayor and Members of City Council 202600752

From: Sheryl M. M. Long, City Manager

Subject: **Emergency Ordinance – FY 2026 Mid-Year Budget Adjustments**

Attached is an Emergency Ordinance captioned:

> **AUTHORIZING** the transfer and appropriation of $1,542,900 within General Fund 050 and from the unappropriated surplus of General Fund 050 according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments; **AUTHORIZING** the transfer of $300,000 within Income Tax-Infrastructure Fund 302 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Department of Transportation and Engineering and the Department of Public Services; and **AUTHORIZING** the transfer and appropriation of $335,300 from the unappropriated surplus of 9-1-1 Cell Phone Fees Fund 364 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Emergency Communications Center.

This Emergency Ordinance authorizes various transfers and appropriations for FY 2026 as outlined below.

General Fund - $1,542,900

Emergency Communications Center - $1,065,000

The Fire Alarm Operator and Dispatcher positions were transferred from the Cincinnati Fire Department to the Emergency Communications Center and General Fund resources must now be transferred to align with the personnel and fringe benefit expenses associated with those positions.

Department of Law - $65,000

The Department of Law requires additional General Fund non-personnel resources to support the contracts section of the General Counsel Division.

Department of Human Resources - $200,000

The Department of Human Resources has a General Fund non-personnel need related to public safety testing.

Department of Public Services - $35,000

The Department of Public Services has a General Fund non-personnel need related to City Hall maintenance.

Office of the City Manager, Office of Budget & Evaluation, City Hall Rm 142 Ph 352-3232 Fax 352-3233 C:\Users\bhartman\Downloads\Mid-Year Budget Adj Jan 2026 OrdTrans.docx

Department of Transportation and Engineering - $62,900

A Department of Community and Economic Development prior year Neighborhood Catalytic Capital Improvement Program (NCCIP) funding agreement with Riverside Civic and Welfare Club for pre-development work in Anderson Ferry will expire in February 2026, and the NCCIP recipient requested the resources be appropriated to the Department of Transportation and Engineering for right of way work in the Anderson Ferry area. The resources must now be appropriated in the General Fund in the current fiscal year.

Department of Economic Inclusion - $115,000

The Department of Economic Inclusion must cancel a prior year encumbrance associated with the Urban League of Greater Southwestern Ohio Minority Business Program. These resources must now be appropriated in the General Fund in the current fiscal year for the program to continue.

Income Tax-Infrastructure Fund - $300,000

Department of Transportation and Engineering - $225,000

The Department of Transportation and Engineering has an Income Tax-Infrastructure Fund personnel need due to lower than expected capital project reimbursements.

Department of Public Services - $75,000

The Department of Public Services has an Income-Tax-Infrastructure Fund non-personnel need related to building repairs.

9-1-1 Cell Phone Fees Fund - $335,300

Emergency Communications Center - $335,300

The Emergency Communications Center has a 9-1-1 Cell Phone Fees Fund non-personnel need due to prior year moral obligation payments made in the current fiscal year and training expenses for the newly transferred Fire Alarm Operator and Dispatcher positions.

The reason for the emergency is the immediate need to realign and provide resources within the General Fund and various Restricted Funds for the ongoing needs of City departments.

The Administration recommends passage of this Emergency Ordinance.

cc: Andrew Dudas, Budget Director
Steve Webb, Finance Director

Attachment

E M E R G E N C Y

AEP

-2026

AUTHORIZING the transfer and appropriation of $1,542,900 within General Fund 050 and from the unappropriated surplus of General Fund 050 according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments; **AUTHORIZING** the transfer of $300,000 within Income Tax-Infrastructure Fund 302 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Department of Transportation and Engineering and the Department of Public Services; and **AUTHORIZING** the transfer and appropriation of $335,300 from the unappropriated surplus of 9-1-1 Cell Phone Fees Fund 364 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Emergency Communications Center.

WHEREAS, the Fire Alarm Operator and Dispatcher positions were transferred from the Cincinnati Fire Department to the Emergency Communications Center and General Fund resources must now be transferred to align with the personnel and fringe benefit expenses associated with those positions; and

WHEREAS, the City Solicitor's Office requires additional General Fund non-personnel resources to support the work of the Contracts section; and

WHEREAS, the Department of Human Resources has a General Fund non-personnel need related to public safety testing; and

WHEREAS, the Department of Public Services has a General Fund non-personnel need related to City Hall maintenance; and

WHEREAS, a Department of Community and Economic Development prior year Neighborhood Catalytic Capital Improvement Program ("NCCIP") funding agreement with Riverside Civic and Welfare Club for pre-development work in Anderson Ferry will expire in February 2026, and the NCCIP recipient requested the resources be appropriated to the Department of Transportation and Engineering for right-of-way work in the Anderson Ferry area, so the resources must now be appropriated in the General Fund in the current fiscal year; and

WHEREAS, the Department of Economic Inclusion must cancel a prior year encumbrance associated with the Urban League of Greater Southwestern Ohio Minority Business Program, which must now be appropriated in the General Fund in the current fiscal year for the program to continue; and

WHEREAS, the Department of Transportation and Engineering has an Income Tax-Infrastructure Fund personnel need due to lower than expected capital project reimbursements; and

WHEREAS, the Department of Public Services has an Income Tax-Infrastructure Fund non-personnel need related to building repairs; and

WHEREAS, the Emergency Communications Center has a 9-1-1 Cell Phone Fees Fund non-personnel need due to prior year moral obligation payments made in the current fiscal year and training expenses for the newly transferred Fire Alarm Operator and Dispatcher positions; now, therefore,

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

Section 1. That $1,542,900 is transferred within General Fund 050 and appropriated from the unappropriated surplus of General Fund 050 according to the attached Schedules of Transfer to realign and provide resources for the ongoing needs of City departments.

Section 2. That $300,000 is transferred within Income Tax-Infrastructure Fund 302 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Department of Transportation and Engineering and the Department of Public Services.

Section 3. That $335,300 is transferred and appropriated from the unappropriated surplus of 9-1-1 Cell Phone Fees Fund 364 according to the attached Schedules of Transfer to provide resources for the ongoing needs of the Emergency Communications Center.

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 and the attached Schedules of Transfer.

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 realign and provide resources within the General Fund and various Restricted Funds for the ongoing needs of City departments.

Passed:_____, 2026

_____
Aftab Pureval, Mayor

Attest:_____
Clerk

SCHEDULE OF TRANSFER

FY 2026 MID-YEAR BUDGET ADJUSTMENT ORDINANCE

Fund 050 General Fund

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS				
CINCINNATI FIRE DEPARTMENT				
NON-RESPONSE	050	272	7100	723,000
NON-RESPONSE	050	272	7500	342,000
NON-DEPARTMENTAL ACCOUNTS				
LUMP SUM PAYMENTS	050	924	7100	300,000
Subtotal Transfers Within Appropriations				1,365,000
SUPPLEMENTAL APPROPRIATIONS				
UNAPPROPRIATED SURPLUS	050			177,900
Subtotal Supplemental Appropriations				177,900
TOTAL FUND REDUCTIONS				**1,542,900**

INCREASES	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS				
USE ACCOUNTS				
CITY MANAGER'S OFFICE				
EMERGENCY COMMUNICATIONS CENTER	050	103	7100	723,000
EMERGENCY COMMUNICATIONS CENTER	050	103	7500	342,000
DEPARTMENT OF LAW				
CIVIL	050	111	7200	65,000
DEPARTMENT OF HUMAN RESOURCES				
HUMAN RESOURCES	050	121	7200	200,000
DEPARTMENT OF PUBLIC SERVICES				
DIVISION OF CITY FACILITY MANAGEMENT	050	255	7200	35,000
Subtotal Transfers Within Appropriations				1,365,000
SUPPLEMENTAL APPROPRIATIONS				
DEPARTMENT OF TRANSPORTATION & ENGINEERING				
DIVISION OF TRAFFIC ENGINEERING	050	239	7200	62,900
DEPARTMENT OF ECONOMIC INCLUSION				
ECONOMIC INCLUSION	050	281	7200	115,000
Subtotal Supplemental Appropriations				177,900
TOTAL FUND INCREASES				**1,542,900**

SCHEDULE OF TRANSFER

FY 2026 MID-YEAR BUDGET ADJUSTMENT ORDINANCE

Fund 302 Income Tax-Infrastructure

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS				
SOURCE ACCOUNTS				
NON-DEPARTMENTAL ACCOUNTS				
RESERVE FOR CONTINGENCIES	302	990	7200	300,000
TOTAL FUND 302 REDUCTIONS				**300,000**

INCREASES	Fund	Agency	Appropriation Unit	$ Amount
TRANSFERS WITHIN APPROPRIATIONS				
USE ACCOUNTS				
DEPARTMENT OF TRANSPORTATION AND ENGINEERING				
OFFICE OF THE DIRECTOR	302	231	7100	25,000
TRAFFIC SERVICES BUREAU	302	238	7100	40,000
DIVISION OF TRAFFIC ENGINEERING	302	239	7100	110,000
DIVISION OF TRAFFIC ENGINEERING	302	239	7500	50,000
DEPARTMENT OF PUBLIC SERVICES				
DIVISION OF CITY FACILITY MANAGEMENT	302	255	7200	75,000
TOTAL FUND 302 INCREASES				**300,000**

SCHEDULE OF TRANSFER

FY 2026 MID-YEAR BUDGET ADJUSTMENT ORDINANCE

Fund 364 9-1-1 Cell Phone Fees

REDUCTIONS	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS				
SOURCE ACCOUNTS				
UNAPPROPRIATED SURPLUS	364			335,300
TOTAL FUND 364 REDUCTIONS				**335,300**

INCREASES	Fund	Agency	Appropriation Unit	$ Amount
SUPPLEMENTAL APPROPRIATIONS				
USE ACCOUNTS				
CITY MANAGER'S OFFICE				
EMERGENCY COMMUNICATIONS CENTER	364	103	7200	58,200
EMERGENCY COMMUNICATIONS CENTER	364	103	7400	277,100
TOTAL FUND 364 INCREASES				**335,300**

City of Cincinnati

801 Plum Street, Suite 356
Cincinnati, Ohio 45202

Phone (513) 352-5205
Email Jan-Michele.Kearney@cincinnati-oh.gov
Web www.cincinnati-oh.gov

Jan-Michele Lemon Kearney
Vice Mayor

January 12, 2026

MOTION

WE MOVE that City Council allocate to the Center for Closing the Health Gap $100,000 from the Special Events portion of the FY'25 Carryover Budget, or another source to be identified by the administration, to support the organization's Health Expo on April 18, 2026 as well as its numerous other impactful initiatives across the City throughout the year to empower residents in improving their health, and support the important work of tackling health disparities. Research shows that in Cincinnati, zip code determines lifespan (*see* Attachment). The prevalence of cardiovascular disease and diabetes, and the increase of Type 2 diabetes in adults and children driven by lifestyle factors are central to the Center for Closing the Health Gap's work.

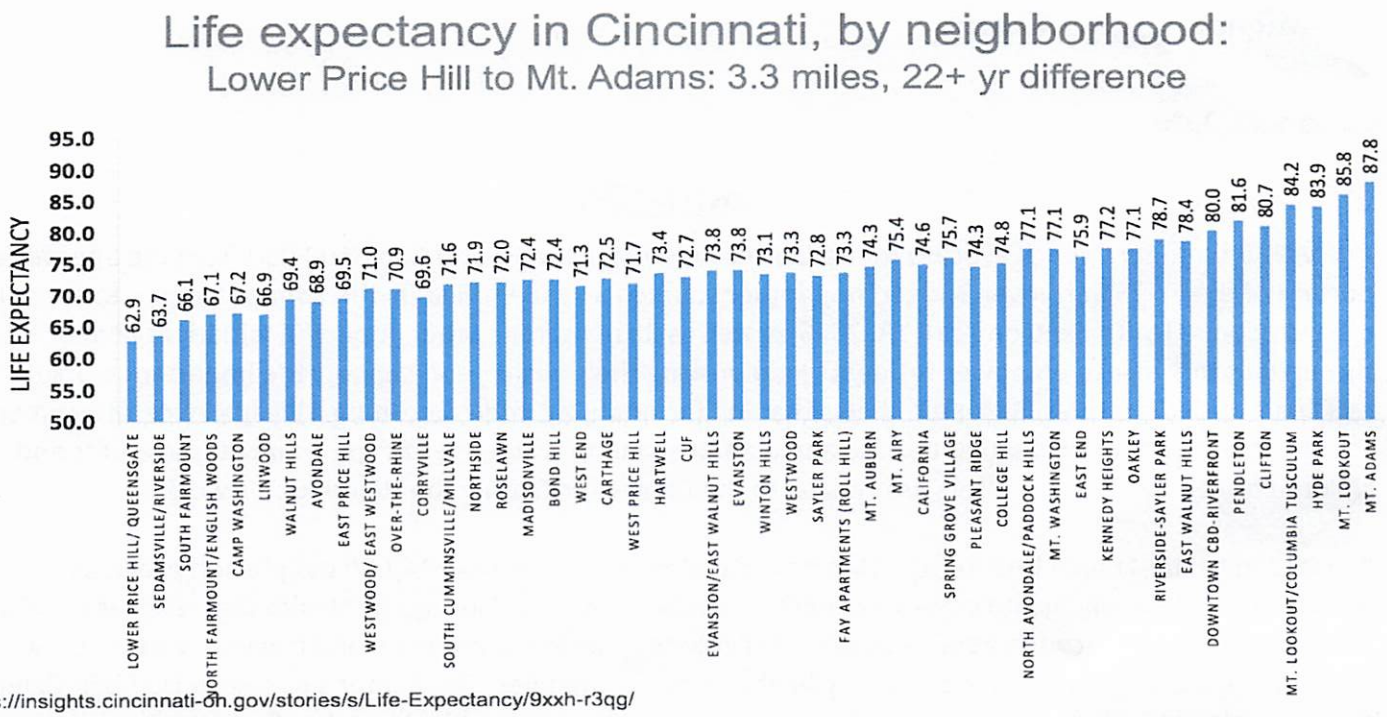
In addition to the Annual Health Expo that has attendance of more than 14,000 people and provides thousands of lifesaving health screenings each year, the Center for Closing the Health Gap reaches 89,000 individuals annually through a series of town hall meetings and informational and training workshops, as well as social media, partnerships, and ongoing health-related initiatives. The Center's city-wide Do Right Campaign empowers individuals to eat, move, and live in a way that creates healthy lifestyles. Do Right Kids school-based intervention is offered with physical education instruction for 4th, 5th, and 6th graders in the Roll Hill Academy. The Center for Closing the Health Gap also partners with the national Peer Health Exchange to implement social and emotional wellness as part of 9-11th grade health classes in Cincinnati Public Schools.

Jan-Michele Lemon Kearney

Vice Mayor Jan-Michele Lemon Kearney

ATTACHMENT

Research shows that in Cincinnati, zip codes determine lifespan. The Center for Closing the Health Gap tackles health disparities by addressing the systemic social causes, advocating for change, and empowering individuals to make personal changes that result in healthier lifestyles.



https://insights.cincinnati-oh.gov/stories/s/Life-Expectancy/9xxh-r3qg/

City of Cincinnati

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20260 0757

Jan-Michele Lemon Kearney
Vice Mayor

February 23, 2026

AMENDED MOTION

WE MOVE that City Council allocate $350,000 from the Carryover FY '25 Housing and Economic Development Reserve Fund or another source identified by the administration to Habitat for Humanity to support Cincinnati's urgent need for affordable housing, particularly affordable homeownership opportunities.

Habitat for Humanity has successfully acquired nine (9) properties in the West End neighborhood under a tight timeline to prevent their sale to speculators. City funding remains critically needed and will be used to complete the construction of affordable homes on these sites.

Habitat recently completed four (4) homes on York Street in the West End, contributing to a 200% increase in housing production north of Liberty Street for this census period compared to the past 25 years. Habitat has created more than 700 new homes in Cincinnati and continues to be a key partner in expanding affordable homeownership opportunities across the city.

Jan-Michele Lemon Kearney

Vice Mayor Jan-Michele Lemon Kearney

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone: (513) 352-5210
Email: ryan.james@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

202600744

Ryan James
Councilmember

February 9th, 2026

MOTION

To Protect our Residents from the Threat of Immigrations & Customs Enforcement Surveillance

WE MOVE that the City Administration, in coordination with City departments that directly engage with the public, evaluate its operations and engagement activities to identify whether its interactions with residents involves collecting citizenship or naturalization status data. We ask that this report be delivered to the city council within 90 days.

WE FURTHER MOVE that the City Manager, in coordination with all relevant city departments, remove all existing areas of inquiry regarding citizenship or naturalization status for any city of Cincinnati owned and operated programs.

STATEMENT

As a welcoming city for immigrant and refugee communities, it is our responsibility as public servants to ensure the safety of our residents and mitigate threats of violence.

This motion seeks to inform the city council and city administration about relevant threats to resident safety due to federal Immigration and Customs Enforcement operations and identify areas of risk.

Additionally, this motion seeks to protect residents who could be targeted due to their immigration status by limiting the collection of personal information by the City of Cincinnati that could aid in Immigration and Customs Enforcement surveillance.

Ryan James

Youth + Elders
Services

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone: (513) 352-5280
Email: anna.albi@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

202600902

Anna Albi
Councilmember

February 11, 2026

MOTION

WE MOVE that the Administration take the necessary steps to prohibit sharing any real-time data, information or footage obtained through City-owned surveillance technology (including but not limited to cameras, drones and license plate readers) with any third-party for the purpose of assisting or supporting civil immigration enforcement unless mandated by law, a Court order, or judicial warrant.

Anna Albi
Councilmember Anna Albi

Jan-Michele Lemon Kearney

Ryan Turner

Council

Faith

City of Cincinnati

801 Plum Street, Suite 346A
Cincinnati, Ohio 45202

Phone: (513) 352-5280
Email: anna.albi@cincinnati-oh.gov
Web: www.cincinnati-oh.gov

202600935

Anna Albi
Councilmember

February 19, 2026

MOTION

WE MOVE that the Administration take the necessary steps to prohibit any City-owned or City-controlled property – including but not limited to City-owned buildings, parks, parking lots, and any interior or exterior portion thereof – from being used as an unpermitted staging area, processing location, operations base, or any similar purpose in furtherance of federal immigration enforcement operations, unless federal officials have obtained a valid court order or judicial warrant. Prohibited uses of City-owned or City-controlled property include, but are not limited to, assembling, mobilizing, or deploying personnel, vehicles, or materials for the purpose of civil immigration enforcement.

WE FURTHER MOVE the Administration take all necessary steps to provide updated guidance for front-line staff at municipal buildings and properties that reaffirm the City's long-held position that these locations are available to provide specific services to members of the public or for municipal purposes, and are to be accessed for those purposes only, and reiterating protocols for contacting department leadership and legal counsel in the event that any non-City personnel, including federal officials, attempt to access the premises for other purposes unless mandated by law, a court order, or judicial warrant.

Anna Albi
Councilmember Anna Albi

Ryan Turner

Youth + Human Services

FN